

August 16, 2016

**Answers to questions pertaining to IFB-HTH 907-17-001. Sealed Offers for Furnishing Operation and Maintenance Services for Waimano Ridge Water System Department of Health**

**Q1.** The IFB states that the Offeror shall have a C-37d contractor's license or approved equal for system distribution with a license grade 2 water treatment plant operator. The Specifications on page S-1 require a minimum DSO class 1 license. Will both be necessary, and what would be an approved equal for the Grade 2 water treatment plant operator's license?

**A1.** Contractor shall have either a C-37 contractor's license or both a C-37d and C-37e contractor's license. There is no approved equal for these licenses. See amended item 2, page SC-3.

A Grade 2 water treatment plant operator's license is not required and this item has been deleted from the bid document. See amended page SC-4.

A Distribution System Class 1 operator is still required, as shown on pages S-1 and SC-4.

**Q2.** Regarding the requirements for the Grade 2 Water Treatment. Since there is no real treatment other than the chlorine disinfection added, the only certification needed to operate the system is a Water Distribution System 2.

**A2.** See A1. A Distribution System Class 1 operator is required.

**Q3.** Will the list of contractors that attended the site inspection be on the addendum?

**A3.** See attached sign in sheet.

**Q4.** Will there be another site inspection for those bidders that could not attend on August 11?

**A4.** Per page SC-5. There will be no other opportunities to inspect the site, other than the inspection on August 11.

**Q5.** Does Offeror Qualification item 2, page SC-3 for Contractor License C-37 or C-37d and C37e require the licensee to be employed by the Offeror or is a Prime Contractor to the Offeror acceptable?

**A5.** A Prime Contractor to the Offeror is acceptable.

**Q6.** Does Offeror Qualification item 4, page SC-3 for a certified backflow preventer require the licensee to be employed by the Offeror or is a Prime Contractor to the Offeror acceptable?

**A6.** A Prime Contractor to the Offeror is acceptable.

**Q7.** How many fire hydrants are in the system?

**A7.** An approximate count is 29 each, however, the DOH cannot verify this number as an exact count.

**Q8.** How many backflow preventers are in the system?

**A8.** There are 21 each reduced pressure backflow preventers. There are 10 each detector check meters. However, the DOH cannot verify these numbers as exact.

**Q9.** How many road valves are in the system?

**A9.** There are valves at each of the three Pressure Reducing Valves. In addition to this, there is an approximate count of 76 valves in the roadways, however the DOH cannot verify these numbers as exact.

**Q10.** Is there an emergency plan for the water system?

**A10.** No.

**Q11.** Is there an operation plan for the water system?

**A11.** No.

**Q12.** Please provide a copy of the last Sanitary Survey.

**A12.** See attached letter dated June 21, 2016.

**Q13.** Have there been any bacteriological violations and compliance issues?

**A13.** None since January 1, 2013

**Q14.** Can access be provided to the SCRS to check for any past violations and compliance issues?

**A14.** Yes. The DOH must request access from the Safe Drinking Water Branch for the Offerors. Offerors must e-mail Wendy Olsen at [wendy.olsen@doh.hawaii.gov](mailto:wendy.olsen@doh.hawaii.gov) and she will request access for each Offeror.

**Q15.** What is the historical number of line breaks per year?

**A15.** Approximately one per year.

1250 Punchbowl Street, Room 317

Honolulu, Hawaii 96813

Telephone: (808) 586-4560

Facsimile: (808) 586-4649

\*If the Primary Contact is unavailable or absent, contact the Alternate Contact.

### **CONTRACT ADMINISTRATOR**

For the purpose of this solicitation, the Contract Administrator is Mr. John Messina, or his/her designated representative, telephone (808) 586-4560, facsimile (808) 586-4649.

### **TERM OF CONTRACT**

Offeror shall enter into a contract for furnishing services for a ten (10) month period commencing on September 1, 2016, to and including June 30, 2017.

Unless terminated, contract shall be extended for not more than five (5) additional twelve-month periods or portions thereof, without the necessity of rebidding, upon mutual agreement in writing, provided that the contract price for the extended period shall remain the same or lower than the initial bid price, except as provided for herein.

The State may terminate the extended contract period at any time in accordance with Attachment A-1, General Conditions no. 14.

### **OFFEROR QUALIFICATIONS**

In addition to meeting the legal and other requirements to this IFB, Offeror shall meet the bidder qualifications to be considered for award.

1. Offeror must have an established business in the State of Hawaii and have a minimum of two (2) years prior water treatment plant and pump station operational experience prior to bid opening. Offeror shall indicate on the Offer Form the business address, telephone number, fax number, e-mail address and name of his contact person, and number of years of experience. Offeror shall also list references on the Offer Form where indicated. Offeror shall be registered with the Hawaii State Department of Commerce and Consumer Affairs. If requested, Offeror shall also furnish documentation to verify Offeror's years of experience within five (5) working days from the date of the State's request.
2. Offeror shall have a C-37 contractor's license or both a C-37d and C-37e contractor's license.

3. At the time of offer submittal and throughout the life of the contract Offeror shall have in its employ and assigned to the WRWS (not an independent contractor) at least one minimum certified distribution system operator with a valid State of Hawaii Class 1 or better certification. In addition to the distribution system operator, the Offeror shall have at least one certified general backflow tester who is certified by the American Backflow Prevention Association.
4. Offeror shall have at the time of bidding, a certificate for insurance. Offeror shall list the certificate number on the appropriate Offer Form page. In addition to meeting the legal and other requirements to this IFB, bidder must meet these bidder qualifications requirements to be considered for award.
5. The Offeror shall be or provide the services of a contractor with a General Engineering License A for emergency and general repairs of the water system. Offeror shall provide the names and license information of at least two (2) contractors that will provide these services, if the Offeror does not have the license.

The Offeror, at no extra cost, shall provide additional background information and documentation on any of the above requirements if requested by the State.

#### **RESPONSIBILITY OF OFFERORS**

Pursuant to HRS § 103D-310(c), the selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State. The State will verify compliance on Hawaii Compliance Express ("HCE").

#### **HAWAII COMPLIANCE EXPRESS**

The HCE is an electronic system used to quickly verify proof of compliance of vendors/contractors/service providers doing business in the State. The HCE certificate, *Certificate of Vendor Compliance*, is a printable certificate that will provide *compliant* status in real time. It is an online certificate process of the tax clearance from the Department of Taxation and the Internal Revenue Service; certificate of compliance from the Department of Labor and Industrial Relations and a *Certificate of Good Standing* from the Department of Commerce and Consumer Affairs required pursuant to HRS §103D-310(c) and Hawaii Administrative Rules (HAR) §3-122-112.

Vendors/contractors/services providers are advised to register with HCE at <https://vendors.ehawaii.gov>. Vendors/contractors/service providers will pay an annual fee of \$12.00, or as amended to the Hawaii Information Consortium, LLC (HIC).



DAVID Y. IGE  
GOVERNOR OF HAWAII



VIRGINIA PRESSLER, M.D.  
DIRECTOR OF HEALTH

STATE OF HAWAII  
DEPARTMENT OF HEALTH  
SAFE DRINKING WATER BRANCH  
919 ALA MOANA BLVD., ROOM 308  
HONOLULU, HI 96814-4920

In reply, please refer to  
File: SDWB  
306D0616 docx1

June 21, 2016

Mr. John Messina  
Facilities and Support Services  
Administrative Services Office  
Department of Health  
P.O. Box 3378  
Honolulu, HI 96801-3378  
[via [john.messina@doh.hawaii.gov](mailto:john.messina@doh.hawaii.gov) only]

Dear Mr. Messina:

SUBJECT: REPORT OF SANITARY SURVEY  
PUBLIC WATER SYSTEM NO. 306, WAIMANO RIDGE

Thank you for the assistance and information provided during the sanitary survey inspection of the Waimano Ridge water system conducted on June 3, 2016.

My staff appreciated the assistance provided by Honolulu Board of Water Supply personnel Mark Fujimoto, Aaron Muramoto, Kevin Goto, Stuart Silva, and Department of Health personnel Alden Yago and Wendy Olsen.

A sanitary survey of a public water system is a periodic review of the system's facilities, operation and maintenance practices, and records to assure that proper conditions, policies, and practices are in effect for that water system. Maintaining of minimum standards of operation and maintenance is the responsibility of the operator.

Systems must comply with the sanitary survey requirements of the Ground Water Rule (GWR) as of December 1, 2009. The Rule requires ground water systems with an identified "**significant deficiency**" to consult with the State on a corrective action plan and schedule of completion within 30 days of receiving written notice of the deficiency. The system must complete the corrective actions or be in compliance with the agreed upon corrective action plan and completion schedule within 120 days of receiving written notice of the deficiency. The following is a list of significant deficiencies found:

1. 100,000 Gallon Underground Tank:
  - a. An unidentified oil sheen was found on the surface of the water and needs to be identified by completing the following:
    - i. Collect a sample from the water surface through the access hatch and conduct a laboratory analysis that includes a heterotrophic plate count and testing for total coliform, *E.coli*, and volatile and synthetic organic compounds. This analysis should be coordinated with the State Laboratory and results should be forwarded to the SDWB.
    - ii. Please answer the following:
      1. The date this tank was last overflowed prior to June 3, 2016.
      2. During recent construction activities, was any form oil used for concrete work where the concrete is now directly exposed to the drinking water?
      3. Are any pesticides and herbicides applied around the tank site?
  - b. The overflow/tank vent shall not be at grade with the surrounding ground. The overflow vent shall be appropriately piped with a flapper valve or have a flapper valve over the current overflow vent opening and the surrounding ground graded away from the flapper valve. Please provide a sketch of the proposed fix for our review and approval before installation.
  - c. The access hatch shall have a cover with a gasket between it and the concrete curb.
2. 100,000 Gallon Tank (above ground):
  - a. Please confirm the presence of an insect screen on the discharge end of the tank overflow pipe.
  - b. There are gaps between the top of the insect screen and the vent cover.
  - c. The defunct level indicator pipe shall be screened or capped.
3. 590,000 Gallon Steel Tank
  - a. There are tears in the vent insect screen
  - b. The top of the level indicator pipe is broken apart
  - c. Please confirm the presence of an insect screen on the discharge end of the tank overflow pipe.

Photo documentation of all corrected significant deficiencies is required as of January 1, 2014. The Safe Drinking Water Branch (SDWB) reserves the right to conduct follow up inspections as necessary.

Mr. John Messina  
June 21, 2016  
Page 3

The Department of Health (DOH) also requests that the system review the list of "recommendations" (non-significant deficiencies) below and provide written acknowledgement that they will address them in a timely manner, to the extent that resources and operations will allow. We strongly encourage the system to address "recommendations" as you would significant deficiencies to avoid related problems in the future. The DOH will be using the list of significant deficiencies and recommendations as a reference and benchmark for measuring system progress in future sanitary surveys.

The following are the recommendations:

1. The chlorine building should have a "danger" warning sign.
2. The booster pump and 100,000 gallon underground tank should have a "keep out" sign.

If there are any questions, please call Mr. Alain Carey of the SDWB Engineering Section at 586-4258.

Sincerely,

For 

JOANNA L. SETO, P.E., CHIEF  
Safe Drinking Water Branch

AC:cw



## Department of Health

LEGAL AD DATE: August 8, 2016

### INVITATION FOR BIDS No. IFB-HTH 907-17-001

### SEALED OFFERS FOR FURNISHING

### OPERATION AND MAINTENANCE SERVICES FOR WAIMANO RIDGE WATER SYSTEM DEPARTMENT OF HEALTH

WILL BE RECEIVED UP TO AND OPENED AT 1:00 O'CLOCK, P.M. (HST) ON

AUGUST 18, 2016

IN KINAU HALE BUILDING, 1250 PUNCHBOWL STREET, 1ST FLOOR BOARDROOM, HONOLULU,  
HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO JOHN MESSINA,  
TELEPHONE (808) 586-4560, FACSIMILE (808) 586-4649 OR E-MAIL AT [john.messina@doh.hawaii.gov](mailto:john.messina@doh.hawaii.gov).

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Naomi Chinen  
Procurement Officer

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Name of Company

OFFER FORM

OF-1

IFB-HTH 907-17-001

OPERATION AND MAINTENANCE SERVICES  
FOR WAIMANO RIDGE WATER SYSTEM  
DEPARTMENT OF HEALTH  
IFB-HTH 907-17-001

Procurement Officer  
Department of Health  
State of Hawaii  
1250 Punchbowl Street, Room 310  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Conditions of IFB No. HTH 907-17-001, General Provisions dated April 2013 and the General Conditions, Form AG-008 included by reference and made a part hereof; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

It is understood and agreed that the State reserves the right to accept or reject any or all offers, and to waive any defect in any offer when, in the opinion of the State, such rejection is in the best interest of the State.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

Sole Proprietor    Partnership    \*Corporation    Joint Venture

Other \_\_\_\_\_

\*State of incorporation: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_ (x) \_\_\_\_\_  
Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ \*\* \_\_\_\_\_  
**Exact Legal Name of Company (Offeror)**

\*\*If Offeror 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:

<u>Description</u>	<u>Unit Bid Price Per Month</u>	<u>x 10 months</u>	<u>Total Bid Price</u>
Monthly maintenance and service	\$ _____	x 10 months =	\$ _____

Offeror shall provide the following information:

- A. Local Office/Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
(See SPECIAL CONDITIONS page SC-3, item 1)
- B. License:  
License No. to perform services: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_  
(See SPECIAL CONDITIONS page SC-3, item 2)
- C. License:  
License No. to perform services: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_  
(See SPECIAL CONDITIONS page SC-3, item 2)
- D. License:  
License No. to perform services: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_  
(See SPECIAL CONDITIONS page SC-4, item 5)
- E. License:  
License No. to perform services: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_  
(See SPECIAL CONDITIONS page SC-4, item 5)

F. References:

List the names and addresses of three (3) companies or government agencies for whom Offeror has provided or is currently providing services:

Name	Address	Contact Person	Phone
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

(See SPECIAL CONDITIONS page SC-4, item 5)

G. Insurance to be provided by:

1. Commercial General Liability Insurance: \_\_\_\_\_
2. Automobile Insurance: \_\_\_\_\_
3. Workers compensation Insurance: \_\_\_\_\_
4. Temporary Disability Insurance: \_\_\_\_\_
5. Pre-paid Health Care Insurance: \_\_\_\_\_
6. Unemployment Insurance: \_\_\_\_\_

9/19/00

**WAGE CERTIFICATE  
FOR SERVICE CONTRACTS**  
(See Special Provisions)

Subject: IFB No.: IFB-HTH 907-17-001

Title of IFB: Operation and Maintenance Services for Waimano Ridge Water System Department of Health

Pursuant to Section 103-55, Hawaii Revised Statutes ("HRS"), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT**  
(Reference §3-122-112, HAR)

Reference: \_\_\_\_\_  
(Contract Number)

IFB-HTH 907-17-001  
(IFB/RFP Number)

\_\_\_\_\_ affirms it is in  
(Company Name)

compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, \_\_\_\_\_  
(Company Name)

acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

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

Print Name: \_\_\_\_\_

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

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

## SPECIFICATIONS

### SCOPE OF WORK

The Offeror shall operate and maintain the Department of Health ("DOH") Waimano Ridge Water System ("WRWS") that serves Waimano Ridge ("the Ridge"), which is located at Pearl City, Oahu, Hawaii, Tax Map Key 9-7-25: Portion of 1 and 8.

The WRWS is a stand-alone system that is not tied to or serviced by the City and County of Honolulu Board of Water Supply. The WWS serves all buildings and sites on the 260 acre Ridge property, including the Department of Education's Pearl City Cultural Center.

The Offeror shall operate the entire water system, which includes, but is not limited to: water lines, laterals, water meters, backflow preventers, pressure reducing devices, water tanks, reservoirs, wells, pumps, equipment and appurtenances. The Offeror is not required to maintain the service laterals beyond the water meters or in the absence of a meter no closer than five (5) feet from the building structure or service location. The Offeror may request a cd copy of the most recent construction project to upgrade the WRWS, for reference and information- DAGS Job No. 12-20-2613, Waimano Ridge Site Water System Improvements. It should be noted that the drawings and specifications are bid documents, not as-built documents, and may not accurately reflect the current WRWS conditions.

The Offeror shall furnish all necessary labor, equipment, materials, minor parts, tools, supplies and appurtenances to perform all services specified herein. The Offeror shall provide all necessary chemicals and testing equipment to maintain and operate the WRWS.

Minor parts shall mean those parts costing less than \$100.00, excluding tax. Major parts shall mean parts costing individually \$100.00 or more, excluding tax, as shown on the manufacturer's price list.

Only new standard parts manufactured by the maker of each unit or parts of equal quality shall be used. The DOH will reimburse the Offeror for any Department approved major parts or equipment replacement as specified in Form 907D Daily Force Account Report and Form 907E Estimate for Change Order.

The Offeror shall operate the WRWS pursuant to any and all current applicable Honolulu City and County Board of Water Supply (BWS) standard operating procedures, the Department of Health Safe Drinking Water Branch rules and regulations, best practices of the industry governing the operation and maintenance of drinking water systems, and the manufacturers' instructional and operating manuals. Upon mutual consent, except for Emergency Repairs, the Offeror will perform additional work to address operational issues.

The Offeror shall perform the required services at all times under the direct supervision of a Distribution System Class 1 operator, certified by the State of Hawaii Board of Certification of Public Water System Operators.

The Offeror shall have full authority to access and enter the WRWS and/or the Ridge any time to provide services.

## **Work Not Included in the Scope of Work**

### A. Upgrades to the WRWS

The Offeror shall not have any responsibility or obligation for any upgrades to the WRWS. The Offeror will, however, make a reasonable effort to report to the DOH, any necessary upgrade issues that it becomes aware of, in particular, during a sanitary survey performed by the Safe Drinking Water Branch. The DOH agrees that it shall be solely responsible for the upgrades to the WRWS as required or reasonably requested by the Offeror. Before any upgrade work is performed in regard to the WRWS, the DOH shall consult with the Offeror to ensure that such work will not adversely affect the Offeror's operation of the WRWS. If the Offeror agrees to undertake any work to upgrade the WRWS, the DOH agrees that it will make all payments required for such work, including but not limited to, any equipment and labor costs incurred by the Offeror. In addition, the DOH agrees that it will waive all claims against the Offeror related to any upgrade work. The DOH reserves the right to hire a contractor other than the Offeror to perform any upgrades to the WRWS. The Offeror shall complete Form 907E Estimate for Change Order and not commence work until the document has been approved by the DOH.

### B. Landscaping Responsibilities

The Offeror shall have no responsibility or obligation for the maintenance of the grounds surrounding the WRWS and/or the Ridge. The DOH agrees that it shall maintain the grounds and provide grounds keeping and/or landscaping as required or reasonably requested by the Offeror. This shall include, but not be limited to, the following: clearing the grass and brush at the road to the water tanks, around the perimeter of the water tanks, at the perimeter of the deep well pump house and the booster pump house.

## **I. OPERATIONS AND SERVICING**

The Offeror will operate the WRWS as it currently exists. The Offeror will take reasonable steps to ensure that the WRWS provides drinking water to the Ridge. Examples of the type of work include, but are not limited to:

### A. Twice Per Week Plant Operations Run and Reservoir Inspection

#### *Plant Operations Run*

- Provide routine maintenance per equipment manufacturers' standards/specifications.
- Inspection for break-ins, vandalism, graffiti and tampering.
- Inspect piping and equipment for integrity, for leaks and correct leaks as needed.
- Inspect and verify that pumps are running properly (test run units).
- Check for leaks, packing leaks, noises, and excessive vibration of motors and pumps.
- Verify that flow readings are within operating levels.
- Check that amperage, volts, pressures, etc. are within operating limits. Log voltage and amperage readings.
- Inspect fluid levels (if applicable).

- Switch float controls to alternate pump operation priority.
- Verify proper pumping and valve operation.
- Verify appurtenances are operating properly.
- Record all actions and observations.

#### *Reservoir Inspection*

- Inspection for break-ins, vandalism, graffiti and tampering.
- Verification of water level; verify external water level display reading with actual water level.
- Ensure that all valves and ladders are properly maintained and inspected weekly.
- Inspect all pipes, tanks and reservoirs are clean and painted.
- Inspect chlorination system – visual/audible inspection, residual reading, chlorine supply level check (re-supply as needed).
- Inspect for leaks on property.
- Inspect property for landslides and rock-fall.
- Inspect for trespassers/vagrants.
- Inspect overall site for physical security. Ensure that all hatches are properly locked

#### B. Water Treatment Run, Every Two Weeks

- Inspect and verify that the water treatment system is still activated.
- Inspect and verify that the chemical feed pump is working properly (e.g. dosage, frequency, no leaks, etc.).
- Inspect the level of sodium hypochlorite in the holding tank.
- Deliver filled container of sodium hypochlorite.
- Refill the holding tank as required.
- Measure the chlorine residual level at the designated sample point to verify proper dosage settings and make adjustments as needed.
- Record all actions and observations.

#### C. Monthly Services

- Grease all pumps and compressor bearings.
- Lubricate pumps and motors.
- Check air filters and replace as necessary.
- Conduct efficiency testing of pumps and clean.
- Take time meter readings at the deep wells.

#### D. Annual Services

- Clean motor control center.
- Visual inspection of two (2) steel water tanks.
- Visual inspection of booster pump's underground reservoir.
- Submit Consumer Confidence Report to DOH, by DOH date.
- Perform annual Fire Hydrant Maintenance on all hydrants. Locate hydrant road valve, open and close, and test.

- Certify Back-Flow Preventers with a State certified Back-Flow Tester. Prepare a report submitted to DOH. Repair and retest as necessary
- Perform annual valve exercising. Locate and exercise all valves. Prepare a report submitted to DOH. Repair and retest as necessary.
- If requested by the Safe Drinking Water Branch (SDWB), provide access to WRWS and accompany SDWB staff for inspection of the WRWS facilities, e.g. sanitary surveys every 3-5 years.
- Provide responses to any SDWB inquiries on the operation of the WRWS.

E. Meter Reading

- Read all water meters on a monthly basis and submit the data to the DOH.
- Inspect meters to insure they are operating properly.
- Repair meters, meter reading devices and meter reading system as needed.

F. Water Sampling and Other Tests

- Take all regulatory water quality samples required by the Safe Drinking Water Branch (SDWB). This includes monthly bacteriological samples under the Revised Total Coliform Rule and Groundwater Rule and various chemical samples. A copy of the current water quality requirements, Sample Schedule Report 8/4/2016, is attached hereto as Attachment A-4 and made a part hereof. All samples shall be analyzed by a laboratory certified for drinking water analysis by the State of Hawaii, Department of Health, State Laboratories Division. The Offeror shall utilize the services of the State Laboratory whenever available before using a private laboratory.

G. Recordation of Work Performed

- The Offeror shall record information regarding each visit and the work performed in a logbook (date of visit, time-in, time-out, etc.) The logbook shall be kept in the well control building.

**II. CAPITAL IMPROVEMENTS AND REPAIRS**

A. Capital Improvements

The Offeror shall have no obligation with regard to any capital improvements that may be required to operate the WRWS. Such capital improvements may include, but are not limited to, the installation of new pipelines, the installation of new pumps, the installation of new valves, and/or any electrical wiring required to operate the WRWS. However, subject to the requirements of Sections II.B. and II.C. below, the Offeror may make any routine repairs or emergency repairs with regard to the WRWS that the Offeror reasonably determines, in its sole discretion, to be necessary for the Offeror to maintain the WRWS.

## B. Routine Repairs

If the Offeror determines that any repairs and/or improvements are needed in order to maintain the proper operation of the WRWS, other than Emergency Repairs, as defined below, then Routine Repairs, whenever practicable, the Offeror shall seek the prior approval of the State of Hawaii, Department of Health ("DOH") before taking any action with regard to the WRWS as contemplated above, especially with respect to the satisfactory completion of corrective actions as a result of significant deficiencies identified in a SDWB sanitary survey. The Offeror shall submit the information to the DOH on Form 907E, Estimate for Change Order attached hereto as Attachment A-3 and made a part hereof. However, should the Offeror be unable to secure the prior written approval of the DOH, the Offeror may seek after-the-fact approval for its actions from the DOH as stated in IIC.

## C. Emergency Repairs

If the Offeror discovers any defect/condition in the WRWS that adversely affects and/or imminently threatens the continued proper operation of the WRWS, the Offeror may immediately make all repairs that are necessary for the continued proper operation of the WRWS. The Offeror will use its best efforts to seek the DOH's written pre-approval of the necessary Emergency Repairs before such repairs are performed, including a best guess estimate of the nature and cost of the repairs. However, in the event that the Offeror determines, in its sole discretion, that such pre-approval is not practicable or feasible, the Offeror may perform such Emergency Repairs without prior DOH approval provided that the total cost shall not exceed \$25,000. For purposes of example only, Emergency Repairs may include but are not limited to the following:

- Repairs to the water pumping system (electrical, mechanical and communication/control components)
- Repairs to the chlorination system (electrical, mechanical and controls)
- Repairs to the water distribution system (pipelines, valves, standard hydrants, appurtenances) including service laterals up to the meter, or in the absence of a meter, no closer than five (5) feet from the building structure or service location

The Offeror shall provide 24-hour service capabilities to handle any emergency services. The Offeror shall submit Form 907D, Daily Force Account Report, attached hereto as Attachment A-2 and made a part hereof, for reimbursement. Offeror shall arrive on-site within two (2) hours in response to an emergency service call.

If the DOH requests a water truck during repairs to provide drinking water, the Offeror shall provide a water truck certified by the SDWB. Payment shall be made through Form 907D.

All operational and maintenance services, including the emergency repair/replacement, shall be done by mechanics skilled in the trade and under the supervision of a licensed contractor.

#### D. Structural Maintenance and Repairs

The Offeror shall not be responsible for any maintenance and/or repairs to any reservoir, building, and/or structural component of the WRWS. However, if discovered by the Offeror, the Offeror agrees that it will use its best efforts to notify the DOH of any maintenance and/or repairs that may be needed in relation to any reservoir, building, and/or structural component of the WRWS that are necessary to the proper operation of the WRWS.

### III. WATER TREATMENT

The Offeror will perform routine water treatment processes to meet DOH Safe Drinking Water Branch requirements. This also involves the testing of chlorine residual and adjustment of the disinfectant (chlorine) feed rate.

### IV. WATER SAMPLING

Collection of drinking water samples from the WRWS shall be scheduled and performed by the Offeror and delivered a laboratory certified for drinking water analysis by the State of Hawaii, Department of Health State Laboratories Division. The Offeror shall utilize the free services of the State Laboratory whenever possible before using an external private laboratory.

### V. WORKMANSHIP

#### A. Quality of Work

All operational and maintenance services, including routine and emergency repairs, shall be done in a first-class workmanlike manner by workers skilled in the trade and under the proper supervision of the Offeror.

#### B. Laws to be Observed

The Offeror, at all times, shall observe and comply with all Federal, State and local laws or ordinances in any manner affecting the conduct of work and shall indemnify and save harmless, the State and its representatives against any claim arising from the violation of any such law, by-law, or ordinances by the Offeror, or by their respective employees.

#### C. Safety

The Offeror shall take all necessary precautions to protect the public and tenants at the Ridge from injury resulting from its work.

Offeror shall take whatever steps necessary to safeguard its work and also the property of the State, as well as other individuals in the vicinity of its work area during the execution of this contract. Offeror shall be solely responsible for and make good on any all damages and for loses to work or property caused by Offeror or subcontractors' negligence.

#### D. Clean-Up

At completion of each operational and/or maintenance service or repair/replacement, the Offeror shall clean up and remove rubbish, grease and debris from the premises resulting from its work, and keep the entire area clean and neat.

#### SPECIAL CONDITIONS

##### **TERMS AND ACRONYMS USED HEREIN**

Procurement Officer	=	The contracting officer for the Department of Health
DOH	=	Department of Health
SPO	=	State Procurement Office of the State of Hawaii, Located at 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813; P.O. Box 119, Honolulu, Hawaii 96810-0119
State	=	All agencies, including schools participating in this agreement
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
CA	=	Contract Administrator
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
IFB	=	Invitation for Bids
RFP	=	Request for Proposals
GET	=	General Excise Tax
GP	=	General Provisions dated April 2013
SDWB	=	Safe Drinking Water Branch

##### **SCOPE**

The furnishing and delivery of Operation and Maintenance Services for the Waimano Ridge Water System, Department of Health (DOH), shall be in accordance with these Specifications and Special Conditions of IFB No. HTH 907-17-001. The State's General Conditions, Form AG-008, attached hereto as Attachment A-1 and made a part hereof or a revised General Conditions version and applicable contract forms, although not physically attached, are included by reference and made a part hereof. Copies of these documents can be obtained by making a request to the Procurement Officer.

##### **AUTHORITY**

This IFB is issued under the provisions of the State Procurement Code (HRS Chapter 103D) and the State Procurement Office's applicable Directives, Circulars and administrative rules. All prospective Offerors are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed offer by any prospective Offeror shall constitute admission of such knowledge on the part of such prospective Offeror.

Any Contract arising out of this offer is subject to the approval of the State Department of the Attorney General, as to form, and to all further approvals as required by statute, administrative rule, order, or other directive.

## DOWNLOADED SOLICITATION

The Offeror is advised that if interested in responding to this solicitation, the Offeror may choose to submit its offer on a downloaded document provided Offeror registers its company by fax or e-mail for this specific solicitation. If Offeror does not register its company, Offeror will not receive addenda, if any, and its offer may be rejected and not considered for award.

## PROCUREMENT OFFICER

The Procurement Officer is responsible for administering and overseeing the Contract, including monitoring and assessing contractor performance. The Procurement Officer for the Contract is:

Naomi Chinen

Departmental Contracts Specialist

1250 Punchbowl Street, Room 312

Honolulu, Hawaii 96813

Telephone: (808) 586-4558

Facsimile: (808) 586-4649

## ISSUING OFFICER

The individuals listed below are the sole point of contact from the date of release of this IFB until the selection of the Offeror to which a Contract will be awarded:

### Primary Contact

John Messina

Capital Improvements Coordinator

1250 Punchbowl Street, Room 317

Honolulu, Hawaii 96813

Telephone: (808) 586-4560

Facsimile: (808) 586-4649

### Alternate Contact\*

Wendy Olsen

Building Manager

1250 Punchbowl Street, Room 317

Honolulu, Hawaii 96813

Telephone: (808) 586-4560

Facsimile: (808) 586-4649

\*If the Primary Contact is unavailable or absent, contact the Alternate Contact.

### **CONTRACT ADMINISTRATOR**

For the purpose of this solicitation, the Contract Administrator is Mr. John Messina, or his/her designated representative, telephone (808) 586-4560, facsimile (808) 586-4649.

### **TERM OF CONTRACT**

Offeror shall enter into a contract for furnishing services for a ten (10) month period commencing on September 1, 2016, to and including June 30, 2017.

Unless terminated, contract shall be extended for not more than five (5) additional twelve-month periods or portions thereof, without the necessity of rebidding, upon mutual agreement in writing, provided that the contract price for the extended period shall remain the same or lower than the initial bid price, except as provided for herein.

The State may terminate the extended contract period at any time in accordance with Attachment A-1, General Conditions no. 14.

### **OFFEROR QUALIFICATIONS**

In addition to meeting the legal and other requirements to this IFB, Offeror shall meet the bidder qualifications to be considered for award.

1. Offeror must have an established business in the State of Hawaii and have a minimum of two (2) years prior water treatment plant and pump station operational experience prior to bid opening. Offeror shall indicate on the Offer Form the business address, telephone number, fax number, e-mail address and name of his contact person, and number of years of experience. Offeror shall also list references on the Offer Form where indicated. Offeror shall be registered with the Hawaii State Department of Commerce and Consumer Affairs. If requested, Offeror shall also furnish documentation to verify Offeror's years of experience within five (5) working days from the date of the State's request.
2. Offeror shall have a C-37 contractor's license or both a C-37d and C-37e contractor's license.

3. At the time of offer submittal and throughout the life of the contract Offeror shall have in its employ and assigned to the WRWS (not an independent contractor) at least one minimum certified distribution system operator with a valid State of Hawaii Class 1 or better certification. In addition to the distribution system operator, the Offeror shall have at least one certified general backflow tester who is certified by the American Backflow Prevention Association.
4. Offeror shall have at the time of bidding, a certificate for insurance. Offeror shall list the certificate number on the appropriate Offer Form page. In addition to meeting the legal and other requirements to this IFB, bidder must meet these bidder qualifications requirements to be considered for award.
5. The Offeror shall be or provide the services of a contractor with a General Engineering License A for emergency and general repairs of the water system. Offeror shall provide the names and license information of at least two (2) contractors that will provide these services, if the Offeror does not have the license.

The Offeror, at no extra cost, shall provide additional background information and documentation on any of the above requirements if requested by the State.

#### **RESPONSIBILITY OF OFFERORS**

Pursuant to HRS § 103D-310(c), the selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State. The State will verify compliance on Hawaii Compliance Express ("HCE").

#### **HAWAII COMPLIANCE EXPRESS**

The HCE is an electronic system used to quickly verify proof of compliance of vendors/contractors/service providers doing business in the State. The HCE certificate, *Certificate of Vendor Compliance*, is a printable certificate that will provide *compliant* status in real time. It is an online certificate process of the tax clearance from the Department of Taxation and the Internal Revenue Service; certificate of compliance from the Department of Labor and Industrial Relations and a *Certificate of Good Standing* from the Department of Commerce and Consumer Affairs required pursuant to HRS §103D-310(c) and Hawaii Administrative Rules (HAR) §3-122-112.

Vendors/contractors/services providers are advised to register with HCE at <https://vendors.ehawaii.gov>. Vendors/contractors/service providers will pay an annual fee of \$12.00, or as amended to the Hawaii Information Consortium, LLC (HIC).

## CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

## SITE INSPECTION

Prior to submittal of an offer, Offerors shall inspect the proposed work site to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. Offeror inspection is not mandatory, however, submission of an offer shall be evidence that the Offeror understands the scope of the project and shall comply with specifications herein, if awarded the contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed. No claim for any extra will be allowed because of alleged impossibilities in the production of the results specified or because of inadequate or improper Specifications. Whenever a result is required, the successful Offeror shall furnish any and all extras and make any change needed to produce to the satisfaction of the State, the required result.

There will be a site inspection on August 11, 2016 at 9AM. Attendees should meet at the circular entry driveway to the Hale Complex located at 2201 Waimano Home Road (at the corner of Waimano Home Road and Hookiekie Street). There will be no other opportunities to inspect the site.

## INQUIRIES

All inquiries regarding any item in this IFB shall be in writing and received by the Issuing Officer by August 15, 2016 at 10:00 a.m. (HST). Only those written inquiries received by the deadline shall be responded to. An Addendum shall be issued to provide Offerors with a list of inquiries and responses. The State's responses shall not be construed to make any changes to the IFB unless otherwise revised by an addendum.

## BID PREPARATION

**Offer Form, Page OF-1.** Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

**Bid Quotation.** Bid price shall be all inclusive, and include, but not limited to, all applicable taxes and expenses incurred to provide services specified herein.

**Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current rate for each county. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

**Taxpayer Preference.** For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

**Insurance.** Bidder shall provide insurance information as requested on the appropriate Offer Form page. Further, bidder shall provide insurance coverage for contents in accordance with the attached Specifications.

**References.** Bidder shall list as references, companies for whom bidder has provided or is currently providing on a regular basis services similar in nature and in volume to services specified herein. The State reserves the right to contact the references to inquire about bidder's past performance.

**Confidential Information.**

Offerors shall designate those portions of their offer that contain trade secrets or other proprietary data that are to remain confidential subject to Hawaii Administrative Rules (HAR) §§ 3-122-21(a)(7) and 3-122-30 (c) and (d). Material designated as confidential shall be readily separable from the offer in order to facilitate public inspection of the non-confidential portion of the offer. Prices, makes and models, or catalog number of items offered, deliveries and terms of payment, shall be publicly available at the time of opening regardless of any designation to the contrary.

**SUBMISSION OF OFFER**

Offers shall be received at the Department of Health, 1250 Punchbowl Street, Kinau Hale Building, Room 317, Honolulu, Hawaii 96813, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the Administrative Services Office's clock and written receipt. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to Room 317. This may cause a delay in receipt by the Contract Administrator or her designee and the offer may reach the Contract Administrator or her designee after the deadline, resulting in automatic rejection. The bid should be placed in a sealed envelope and marked "sealed bid for IFB-HTH 907-17-001".

#### **STATUTORY REQUIREMENTS OF SECTION 103-55, HRS**

Offeror shall complete and submit the attached wage certification by which offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.

Offerors are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

The bidder can determine whether the work his employees are to perform under this contract is similar to that performed by public employees, by reviewing minimum qualification specifications (not included in this IFB) provided by the Department of Human Resources and Development (DHRD).

Accordingly, bidder should consider the aforementioned wage rates when preparing his/her quote.

#### **PRICE ADJUSTMENT DUE TO WAGE INCREASE TO STATE EMPLOYEES**

1. Contract price adjustment shall be considered:
  - a. Only upon request by the Contractor accompanied by proof satisfactory to the State that its employees have been paid comparable wages to State employees; and
  - b. Only if there is a wage increase to public employees performing comparable work; and
  - c. Only for the contract period in which the price adjustment request is submitted (current contract period only).

Example:

Original contract period:	March 7, 2003 to March 6, 2004
Extension period:	March 7, 2004 to March 6, 2005

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The option to extend the original contract is exercised for the period March 7, 2004 to March 6, 2005. On March 1, 2005, the State announces a pay raise retroactive to July 1, 2003 and the Contractor soon thereafter submits a request of modification is issued accompanied by acceptable documentation. A contract modification is issued to reflect a price adjustment for the current period of the contract, March 7, 2004 to March 6, 2005. Note that the price adjustment is not applied retroactively to July 1, 2003 since the condition of this contract allows price adjustment to the current contract period only.

2. Price adjustment based on the actual dollar increase per hour per State employee shall be calculated as follows:

- a. Bid Price/Hr/Officer (A) = (A) for example = \$15.00/hr
- b. Current Hourly Wage Rate (B) = (B) for example = \$11.00/hr
- c. New Hourly Wage Rate paid to State Employees (C) = (C) for example = \$11.50/hr
- d. Hourly Wage Increase to State employees (D) = (D) for example = \$.50/hr
- e. Adjusted Bid Price/Hr/Officer (E) = (A) + (D), or  
\$15.00 + \$.50 = \$15.50/hr

3. In addition to the actual dollar amount of wage increase, Contractor may apply for the percentage (%) fringe benefits required by Statute. However, the resulting fringe benefit percentage shall only be applicable to the actual dollar amount of increase and the State shall only consider those benefits that are required by contract and are directly affected by the wage increase.

If request includes adjustment for wage related fringe benefits, Contractor must provide support documentation and an itemized percentage breakdown of the fringe benefits being paid.

The State has determined that the applicable fringe benefits for wage related price adjustments shall be limited to: 1) Federal Old Age Benefits, 2) Worker Compensation, 3) Temporary Disability Insurance, and 4) Unemployment Insurance. Based on past experience, it has been determined that the percentage increase be set at 16%. If Contractor is able to document that its percent for fringe is higher than 16%, the State will review and consider Contractor's claim.

The following method of calculation shall be applied for the fringe benefits:

- a. 16% for Allowable Fringe Benefits
- b. \$ Adjusted for Allowable Fringe Benefits (F) = (D) x (.16) = F, or  
\$.50 x .16 = \$.08
- c. Adjusted Bid Price/Hr/Officer + Fringe Benefits = (E) + (F), or  
\$15.50 + \$.08 = \$15.58

4. After the contract modification for the increase is issued by the State, but before payment of an increase is made on the portion of the current contract period already performed, the Contractor shall show proof that its employees were given the retroactive wage increase.

#### AWARD OF CONTRACT

**Method of Award.** Award, if made, shall be to the responsive, responsible Offeror submitting the lowest offer.

**Responsibility of Lowest Responsive Bidder.** Reference §103D-310(c), HRS. If compliance documents have not been submitted to the DOH prior to award, the lowest responsive and responsible Offeror shall produce documents to the Procurement Officer to demonstrate compliance with this section.

**HRS Chapter 237 tax clearance requirement for award.** Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is reviewed by the Deputy Attorney General who will review and sign the final document.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): [http://www.hawaii.gov/tax/a1\\_1alphalist.htm](http://www.hawaii.gov/tax/a1_1alphalist.htm)

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX:	(808) 587-1488
IRS:	(808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the DOH. However, the tax clearance certificate shall be submitted to the DOH.

**HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.**

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is reviewed by the Deputy Attorney General. A photocopy of the certificate is acceptable to the DOH.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the DOH.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the DOH. However, the certificate shall be submitted to the DOH.

**Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.** The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is reviewed by the Deputy Attorney General. A photocopy of the certificate is acceptable to the DOH.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com). To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

**Final Payment Requirements.** Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22) will be required for final payment. A copy of the Form is available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction - Chapter 103D, HRS, menu.

**Hawaii Compliance Express.** Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the HCE, which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for contracting and final payment purposes. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

**Timely Submission of all Certificates.** The above certificates should be applied for and submitted to the DOH as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

## ACCEPTANCE OF OFFER

Acceptance of Offeror, if any, will be made within sixty (60) calendar days after the opening of Offerors, and the prices quoted by the Offeror shall remain firm for the sixty day period or a longer period as may be allowed upon mutual agreement of the parties.

## CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body. Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with Section 11-355.5, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

## CONTRACT EXECUTION

The State shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful Offeror and returned within ten (10) days after receipt by the Offeror or as may be otherwise allowed by the Procurement Officer. **NO PERFORMANCE OR PAYMENT BONDS ARE REQUIRED FOR THIS CONTRACT.**

If the option(s) to extend for the twelve-month period is mutually agreed upon, Contractor shall be required to execute a supplement to the contract.

The Contractor or the State may terminate the extended contract period at any time upon three (3) months prior written notice.

## NOTICE TO PROCEED

Work will commence on Thursday, September 1, 2016

No work is to be undertaken by the Contractor prior to the official commencement date on the Notice to Proceed. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the work start date.

## LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in aggregate
Basic Motor Vehicle Insurance And Liability Policies	\$1,000,000 per occurrence

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Health, 1250 Punchbowl Street, Room 310, Honolulu, Hawaii 96813."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

## **SUBCONTRACTORS**

The Contractor shall not delegate any duties listed in this IFB to any subcontractor, unless the Contract Administrator has given prior written approval.

## **INSPECTION**

The State retains the general right of inspection by a designated representative in order to judge, whether in the State's opinion, such work is being performed by the Contractor in accordance with terms of this bid proposal.

## **INVOICING**

Invoices shall be payable upon certification by the Contract Administrator that the Contractor has satisfactorily performed the required services.

Contractor shall submit original and three copies of the invoice to the following address:

Department of Health  
Administrative Services Office  
1250 Punchbowl Street, Room 310  
Honolulu, Hawaii 96813

Invoice shall reference both the contract number and the IFB number.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), will be required for final payment. A copy of the form is available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction – Chapter 103D, HRS, menu. Alternately, a "Certificate of Vendor Compliance," issued through the Hawaii Compliance Express system, shall be acceptable for final payment requirements.

## **PAYMENT**

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

## **REMOVAL OF CONTRACTOR'S EMPLOYEES**

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Procurement Officer.

## **LIQUIDATED DAMAGES**

Refer to the Section 9 of the General Conditions. Liquidated damages non-performance of the specified operation and maintenance services shall be actual cost incurred due to the Contractor's non-performance for each and every calendar day the Contractor fails to perform in whole or in part, any of his obligations specified hereunder.

## **RIGHTS AND REMEDIES FOR DEFAULT**

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Conditions, the Specifications, and General Conditions herein, in addition to any other recourse allowed by law, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

## **PROTEST**

A protest shall be submitted in writing within five (5) working days after the posting of the award as listed below; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, Department of Health, 1250 Punchbowl Street, Room 310, Honolulu, Hawaii 96813.

## **ADDITIONS, AMENDMENTS AND CLARIFICATIONS TO THE GP**

### **Additions to the GP:**

**Approvals.** Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statutes, regulation, rule, order, or other directive.

**SC-20 Amendments to the GP:**

**Subsection 4 Preparation of Offer.**

Subsection 3.1(B) Preference for Hawaii Products. GTC §3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved.

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting from: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provided for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

**Subsection 3.1(C) Printing Preference.** GTC §3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other product-related work shall receive a fifteen per cent reference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

**Clarification to the GTC:**

**Subsection 2.8 Certification Offeror Concerning Wages, Hours and Working Conditions of Employees Supplying Services.** Section 103-55, HRS, amended by Act 149, SLH 1999, now applies to service contracts in excess of \$25,000 and also excludes professional personnel.

**GTCs Not Applicable.** Subsections 2.11 and 2.14 of the GTC that apply specifically to the RFP method of source selection are not applicable to IFBs. Also, subsections 2.10 and 2.13 that apply specifically to the IFB method of source selection are not applicable to RFPs.

DEPARTMENT OF HEALTH FACILITIES AND SUPPORT SERVICES

DAILY FORCE ACCOUNT REPORT

PROJECT: Waimano Ridge Water System

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

PART A (NAME OF EMPLOYEE) (1)	CLASS OF EMPLOYEE (2)	HOURS (3)	WAGES - HOUR RATE (4)	FRINGE RATE (5)	WAGES X HOURS (6)	FRINGE X HOURS (7)	INS * RATE (8)	INSURANCE (9)	TOTAL FOR LABOR (10)
			\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
					\$0.00	\$0.00		\$0.00	\$0.00
					\$0.00	\$0.00		\$0.00	\$0.00
					\$0.00	\$0.00		\$0.00	\$0.00
					\$0.00	\$0.00		\$0.00	\$0.00
*Workmen's Compensation, PLPD, FICA, TDI Federal/State Unemployment Compensation					SUB-TOTAL	\$0.00	0.00	\$0.00	\$0.00

PART B MATERIALS	UNIT	UNIT PRICE	NO OF UNITS	PART B TOTAL
		\$0.00	0	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
SUB-TOTAL (PART B)				\$0.00

PART C	TOTAL (PART A + PART B)	\$0.00
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PART D	CONTRACTOR'S OPERATING COST, OVERHEAD AND PROFIT @ 20 %	\$0.00
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PART E	INSURANCE AMOUNT + 6% OVERHEAD	\$0.00
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PART F EQUIPMENT	TYPE OR CLASS	RATE	HOURS	AMOUNT
				0.00
				0.00
				0.00
				0.00
				0.00
SUB-TOTAL (PART F)				0.00

GROSS EARNED (PARTS C THROUGH F INCLUSIVE)		\$0.00
--	--	--------

% Bond Fee		\$0.00
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State Excise Tax (4.712% for Honolulu, 4.166% for Outer Islands)	4.166%	\$0.00
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GRAND TOTAL THIS REPORT		\$0.00
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DESCRIPTION OF WORK	The above is a true statement of all force account work for this date.
	DOH Building Manager or Designee
	Contractor or Contractor's Representative

DEPARTMENT OF HEALTH FACILITIES AND SUPPORT SERVICES  
DAILY FORCE ACCOUNT REPORT

1. Describe the emergency.

2. Date and approximate time emergency commenced.

3. How was the contractor alerted to the emergency?

4. Name, position and phone number of DOH contact that was notified of emergency.

5. Name and position of contractor's representative that contacted DOH.

6. Outcome of situation.

# ESTIMATE FOR CHANGE ORDER

PROJECT: Waimano Ridge Water System DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

REFERENCE: \_\_\_\_\_

DESCRIPTON: \_\_\_\_\_

**MATERIALS**

<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
			\$0.00

TOTAL FOR MATERIALS \$0.00 (1)

**LABOR**

<u>Classification</u>	<u>Hours</u>	<u>Wages Hour Rate</u>	<u>*Fringe Rate</u>	<u>(Fringe x Hrs)</u>	<u>(Wage x Hrs )</u>
	0	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00 (2)	\$0.00 (3)

**SUBTOTALS**

\*If requested, fringe benefit shall be indicated separately under each classification

TOTAL FOR LABOR (Wages & Fringe) (2) + (3) \$0.00 (4)

SUBTOTAL - Materials & Labor (1) + (4) \$0.00 (5)  
 Overhead & Profit 20 % of (5) \$0.00 (6)  
 Insurance & Taxes 27 % of (3) \$0.00 (7)  
 Overhead for Insurance & Taxes (6%) of (7) \$0.00 (8)  
 TOTAL - MATERIALS & LABOR (5) + (6) + (7) + (8) \$0.00 (9)

**EQUIPMENT / REIMBURSABLE COSTS (per diem, air fare, etc.)**

<u>Classification</u>	<u>Unit/Hours</u>	<u>Rate</u>	<u>Subtotal</u>
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
			\$0.00
			\$0.00
			\$0.00

TOTAL FOR EQUIPMENT / REIMBURSABLE COSTS \$0.00 (10)

**SUBCONTRACTORS**

Allowed Mark-up: 10 %

<u>NAME</u>	<u>AMOUNT</u>	<u>Markup</u>	<u>Subtotal</u>
	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
			\$0.00

TOTAL FOR SUBCONTRACTORS \$0.00 (11)

TOTAL (MATERIAL, LABOR, EQUIPMENT) (9) + (10) + (11) \$0.00 (12)  
 Bond Fee 1 % on (12) (If Applicable) \$0.00 (13)  
 General Excise Tax (4.712% for Honolulu, change to 4.166% Outer Island) - 4.712% \$0.00 (14)  
 General Excise Tax on (9) + (10) + (13) + (11a) \$0.00  
 TOTAL FOR CHANGE ORDER (12) + (13) + (14) \$0

To nearest \$1.00

Print/Type Name \_\_\_\_\_

Signature \_\_\_\_\_

ATTACHMENT "A-3"  
IFB-HTH 907-17-001

# Sample Schedule Report

Disclaimer: Recently collected samples may not be immediately reflected in the "Last Collection On" and "Previous Collection On" fields.

## HONOLULU NON-BWS

**Water System:** HI0000306 - WAIMANO RIDGE (400)  
**Facility:** TP003 - WAIMANO SCHOOL WELLS 1&2 CHLORINATOR  
**Sampling Point:** 005 - WAIMANO RIDGE EPD-TAP AT CRNR CHLOR BLDG

Monitoring Schedules (2014 - 2016)	Last Collected On	Previous Collection On	Next Collect By	Analyzed By
Carbamate Pesticide: 1 Routine every 3 Years	2015-11-19		2017-2019	SLD
EDB/DBCP/TCP: 1 Routine every 3 Years	2015-11-19		2017-2019	SLD
Glyphosate: 1 Routine every 3 Years	2015-11-19		2017-2019	SLD
Herbicides-Chlorinated Acids: 1 Routine every 3 Years	2016-04-05		2017-2019	SLD
Metals: 1 Routine every 3 Years	2015-11-19		2017-2019	SLD
Nitrate and Anions: 1 Routine every 1 Year	2016-04-05	2015-11-19	2017-12-31	SLD
Synthetic Organic Chemicals: 1 Routine every 3 Years	2015-11-19		2017-2019	SLD
Volatile Organic Compounds: 1 Routine every 3 Years	2016-04-05		2017-2019	SLD
Cyanide: 1 Routine every 3 Years			2016-12-31	External
Dioxin: 1 Routine every 3 Years			2016-12-31	External
Diquat: 1 Routine every 3 Years			2016-12-31	External
Endothal: 1 Routine every 3 Years			2016-12-31	External
Semivolatiles (Method 525.2): 1 Routine every 3 Years			2016-12-31	External

(\*) For 12 routines in 3 years schedules, the 2 samples must be collected in 2 quarters of the same calendar year. Samples labeled "SLD" are typically analyzed at the State Laboratory Division.

**Water System:** HI0000306 - WAIMANO RIDGE (400)  
**Facility:** DS306 - WAIMANO RIDGE DISTRIBUTION SYSTEM  
**Monitoring Schedule:** Asbestos: 1 Routine every 9 Years

Sampling Points	Last Collected On	Previous Collection On	Next Collect By	Last Walver
Asbestos: 1 Routine every 9 Years	2013-10-28		2022-12-31	

**Water System:** HI0000306 - WAIMANO RIDGE (400)  
**Facility:** DS306 - WAIMANO RIDGE DISTRIBUTION SYSTEM  
**Monitoring Schedule:** Disinfection Byproducts Stage 2: 1 Routine every 3 Years (\*\*\*)

Sampling Points	Last Collected On	Previous Collection On	Next Collect By
901 - Distribution at ADMIN BLDG MEN RESTROOM	2016-05-02	2013-11-04	2019-05-31

(\*\*) Disinfection Byproducts Stage 2 samples must be collected during the specified "Next Collect By" month. For example, if the "Next Collect By" date is 2/28/14, then samples must be collected between February 1 and 28 in 2014. For DBP samples analyzed at the SLD, sampling dates have been assigned. Please refer to SCRS to confirm your sampling date.

**Water System:** HI0000306 - WAIMANO RIDGE (400)  
**Facility:** DS306 - WAIMANO RIDGE DISTRIBUTION SYSTEM  
**Monitoring Schedule:** Lead and Copper: 5 Routine every 3 Years (\*\*)

	Last Collected On	Previous Collection On	Next Collect By
Lead and Copper: 5 Routine every 3 Years (**)	2014-08-19	2011-07-27	2017-09-30

(\*\*) For lead and copper samples taken every 1 or 3 years, the samples must be collected between June 1 and September 30

Water System: HI0000306 - WAIMANO RIDGE (400)  
Facility: DS306 - WAIMANO RIDGE DISTRIBUTION SYSTEM  
Monitoring Schedule: Total Coliform Bacteria 1 Routine every 1 Month

	Last Collected On	Previous Collection On	Next Collect By
Total Coliform Bacteria 1 Routine every 1 Month			