

ADDENDUM NO. 1

COUNTY OF KAUAI
DEPARTMENT OF WATER

INVITATION FOR BIDS

GS-2021-02

FOR THE
FURNISHING AND DELIVERY
OF

ONE (1) 150 kVA TRAILER MOUNTED EMERGENCY GENERATOR

NOTICE TO PROSPECTIVE PROPOSERS

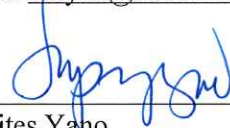
This addendum is hereby made a part of the INVITATION FOR BIDS and shall govern the work, taking precedence over previously issued plans and specifications governing the items mentioned for the subject project; and it shall amend the said contract documents in the following respects:

ADDENDUM NO. 1

This Addendum No. 1 consists of the addition of a load management system to the bid specs, use the new specs when providing bid pricing. Manufacturer recommends use of this system to augment loading of the generator to prevent carbon loading and wet stacking. This approval will not affect the opening date for the bid. **Bids are still due 2:00pm HST on Friday, October 30, 2020. REVISED OFFER FORM ATTACHED.**

End of Addendum No. 1

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



Marites Yano
Designated Chief Procurement Officer
October 9, 2020

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 1

Receipt Acknowledged:

Organization

Received by

Date

Title

(Please sign and return this acknowledgement.)



OFFEROR: _____

OFFER
FOR THE FURNISHING AND DELIVERY
OF
GS-2021-02
ONE (1) 150 kVA TRAILER MOUNTED EMERGENCY GENERATOR
TO THE
DEPARTMENT OF WATER
COUNTY OF KAUA'I
LĪHU'E, KAUA'I, HAWAI'I

Date

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

The undersigned hereby agrees to furnish and deliver to the Department of Water, free of any and all liens, claims, and encumbrances whatsoever the following: **GS-2021-02 ONE (1) 150 kVA TRAILER MOUNTED EMERGENCY GENERATOR** complete as specified herein, for the offer amount set forth below, all in strict compliance with the Offer, Scope of Work and Award, Specifications, Special Provisions, and General Terms and Conditions, all of which the Offeror understands and agrees are attached hereto and by reference made a part of this solicitation:

ITEM 1: 150 kVA emergency generator, diesel engine, trailer mounted. See below for specification data.

Unit/Engine Category	Minimum Specifications
Model	Multiquip WhisperWatt, DCA150SSJU4F2, or approved equal.
Prime Rating	120 kW, 150 kVA
Standby Rating	132 kW, 165 kVA
Generator RPM	1800
Voltage – Three Phase	208, 220, 240, 416, 440, 480V Switchable
Voltage – Single Phase	120, 127, 139, 240, 254, 277V Switchable
Generator Design	Revolving field, Self-ventilated, Drip-proof, Single bearing.
No. Poles	4 poles
Frequency	60 Hz
Excitation	Brushless w/ AVR
Sound Level (Full Load @ 23 ft)	66 dB(A) (max)
Engine	Electric starter, 4-cycle, water cooled, direct injection, turbocharged, charged air cooled EGR, DOC, SCR
Gross Engine Power Output	215 bhp, 160 kW
Fuel Tank Capacity	319 gal
Power Factor	0.8
Load Management System	PowerBalance from MQ Power or approved equal
Trailer Specifications	Minimum Specifications
Gross Vehicle Weight Rating (GVWR)	12,000 lb
Gross Axle Weight Rating (GAWR) (ea.)	7,000 lb

Coupler Rating	3" Pintle Eye (25,000 lb)
Tire Size	ST235 / 80R16 LR-G
Tire Load Rating	3,520 lb
Brake System	Electric Brakes
Trailer Connector	Phillips SAE J560, round 7-pin connector, or approved equivalent

TOTAL ITEM 1: \$ _____

OFFER TOTAL (ITEMS 1): \$ _____ *

***Price shall include all taxes, freight, delivery and installation at the Department Baseyard, Līhu‘e, Kaua‘i, Hawai‘i**

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

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

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

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

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

1. That items specified herein are being furnished for the exclusive use of the Department;
2. That the Offer price includes any and all costs, fees, and expenses (including, without limitation, delivery charges), and all applicable federal, state, and local taxes which apply to the described materials, or the furnishing, sale, or purchase thereof, whether assessed against, chargeable to, or payable to the Department of Water or the Board of Water Supply, or the Offeror;
3. That the Offeror will hold its Offer price(s) for **NINETY (90) CALENDAR DAYS** after the Offer submittal deadline;
 - a. This ninety day period replaces the offer price period of the General Terms 3.2.
4. That the Manager and Chief Engineer reserves the right to reject any or all offers in whole or in part and waive any defects if such a rejection or waiver will be in the Department’s best interest and is consistent with HRS Chapters HRS 103 & 103D and their implementing administrative rules, and the Charter of the County of

Kaua'i, 1984, as amended;

5. That the Offeror declares that it has thoroughly studied, examined, and understood all of the terms and conditions of this solicitation and that the Offer submitted is made without collusion on the part of any person, firm, or corporation, and that no official or employee of the government is directly or indirectly interested in the Offer or in the supplies or work to which it relates or in any portion of the profits thereof;
6. That the Offeror certifies:
 - a. That this Offer does not pose a conflict with the Kaua'i County Code of Ethics, as referenced in Sec. 2.16 of the General Terms; and
 - b. That this Offer is submitted with the knowledge that a "Certificate of non-collusion" as referenced in Sec. 2.5 of the General Terms, is required if competing subsidiaries or jointly owned companies submit offers;
7. That a price adjustment or preference, where applicable, will be applied for Hawai'i Products List Items (3%, 5%, 10%); Printing, Binding and Stationery Work (15%); Reciprocal preferences; Recycled Products (5%); Software Development business (10%); and out-of-state vendors and Tax Exempt entities (4.167%, 0.5%);
8. That the Offeror, upon award of contract, shall comply with all laws governing entities doing business in the State of Hawai'i, including HRS Chapters 237, 383, 386, 392, and 393, and shall:
 - a. Be incorporated or organized under the laws of the State of Hawai'i; or
 - b. Be registered to do business in the State of Hawai'i as a separate branch or division that is capable of fully performing under the contract.

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

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

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

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

Respectfully submitted,

NAME OF OFFEROR (VENDOR)

PRINT/TYPE NAME & TITLE

AUTHORIZED SIGNATURE



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

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

Name of Offeror (Vendor)

Address, Zip Code

(_____) _____
Telephone Number

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

Federal Employer Identification No.

Type of Organization: (Please designate)

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

State of Incorporation: Hawai'i

Other (*please specify*) _____

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

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

NAME

TITLE

NAME

TITLE

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

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

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

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