NOTICE OF SOLICITATION

GS-2027-03

FOR THE

FURNISHING AND DELIVERY

OF

HYDRANTS & APPURTENANCES AND VARIOUS DRINKING WATER PIPE REPAIR AND MAINTENANCE FITTINGS

November 2026

Approved:

	11/05/26
Chief Procurement Officer	Date

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NOTICE OF SOLICITATION

SEALED OFFERS will be received up to and publicly opened at **2:00 p.m. Hawai'i Standard Time on Monday, December 07, 2026**, at the Department of Water Office of the County of Kauaʻi ("Department of Water" or "Department"), 4398 Pua Loke Street, Līhuʻe, Kauaʻi, Hawaiʻi, for the furnishing and delivery of **GS-2027-03 HYDRANTS & APPURTENANCES AND VARIOUS DRINKING WATER PIPE REPAIR AND MAINTENANCE FITTINGS**, to the Department of Water. **All bids shall be submitted via www.publicpurchase.com** .

Pursuant to §103D-328, Hawaiʻi Revised Statutes, as amended ("HRS"), the successful Offeror shall be required to submit to the Department a tax clearance from the State of Hawaiʻi Department of Taxation and the U.S. Internal Revenue Service as a prerequisite to entering into a contract in the amount of $25,000 or more. The successful Offeror shall also be required to submit, as a prerequisite to entering into a contract of $25,000 or more, certificates of 1) Compliance, and 2) Good Standing pursuant to Hawaiʻi Administrative Rules ("HAR") §3-122-112.

Chief Procurement Officer

OFFEROR: _____

OFFER

FOR THE FURNISHING AND DELIVERY

OF

GS-2027-03

HYDRANTS & APPURTENANCES AND VARIOUS DRINKING WATER PIPE REPAIR AND MAINTENANCE FITTINGS

TO THE

DEPARTMENT OF WATER
COUNTY OF KAUAʻI
LĪHUʻE, KAUAʻI, HAWAIʻI

_____
Date

Chief Procurement Officer
Department of Water
County of Kauaʻi
4398 Pua Loke Street
Līhuʻe, Kauaʻi, Hawaiʻi 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-2027-03 HYDRANTS & APPURTENANCES AND VARIOUS DRINKING WATER PIPE REPAIR AND MAINTENANCE FITTINGS** 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: PVC PIPES AND FITTINGS

SUB-ITEM	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	20 ea	1” PVC 90 Deg Elbow Sch 80		
2	10 ea	1-1/4” PVC 90 Deg Elbow Sch 80		
3	10 ea	2” PVC 90 Deg Elbow Sch 80		
4	2 ea	4” PVC 90 Deg Elbow Sch 80		
5	10 ea	1” PVC Tee Sch 80		
6	4 ea	2” PVC Tee Sch 80		
7	2 ea	4” PVC Tee Sch 80		
8	4 ea	2-1/2” PVC Cap Sch 80		
9	4 ea	3” PVC Cap Sch 80		
10	2 ea	4” PVC Cap Sch 80		
11	6 ea	2” PVC Coupling Sch 80		
12	4 ea	2” x 1-1/2” S x S PVC Bushing Sch 80		
13	10 ea	3” x 2-1/2” S x S PVC Bushing Sch 80		
14	2 ea	4” X 2-1/2” S x T PVC Bushing Sch 80		
15	10 ea	1” PVC Male Adapter Sch 80		
16	40 ea	2” PVC Male Adapter Sch 80		
17	20 ea	2-1/2” PVC Male Adapter Sch 80		

18	10 ea	3” PVC Male Adapter Sch 80		
19	12 ea	1” PVC Female Adapter Sch 80		
20	12 ea	2” PVC Female Adapter Sch 80		
21	12 ea	1-1/2” PVC Harco Gasket Repair Coupling		
22	40 ea	2” PVC Harco Gasket Repair Coupling		
23	60 ea	2-1/2” Harco Gasket Repair Coupling		
24	40 ea	3” Harco Gasket Repair Coupling		
25	10 ea	1” x 20’ Length Sch 40 Pipe		
26	10 ea	2” x 20’ Length Sch 40 Pipe		
27	2 ea	2-1/2” x 20’ Length Sch 40 Pipe		
28	4 ea	8” C900 DR 18 Blue (20 FT)		
29	12 ea	2” PVC Quick-Fix Extendable Repair Coupling, Spears S118-20 or Equal		

TOTAL ITEM 1: $_____

ITEM 2: COPPER TUBES AND FITTINGS

SUB-ITEM	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	25 Rolls	1 1/4” dia. Copper Tubing Annealed Temper Soft Type K 60’ Coils		
2	30 Rolls	1” dia. Copper Tubing Soft Type K 60’ Coils		
3	30 ea	1” Copper 90 Deg Elbow		
4	30 ea	1-1/4” Copper 90 Deg Elbow		
5	20 ea	2” Copper 90 Deg Elbow		
6	10 ea	2-1/2” Copper 90 Deg Elbow		
7	12 ea	1-1/4” Copper 45 Deg Elbow		
8	20 ea	1” Copper 45 Deg Elbow		
9	10 ea	1” Copper Tee		
10	100 ea	1” Copper Coupling		
11	50 ea	1-1/4” Copper Coupling		
12	12 ea	2” Copper Coupling		
13	4 ea	2” 2-1/2” Copper Reducing Coupling		
14	200 ea	1” Copper Male Adapter		
15	24 ea	2” Copper Male Adapter		
16	100 ea	1” Copper Female Adapter		
17	10 ea	2-1/2” Copper Male Adapter		
18	40 ea	1-1/4” Copper Female Adapter		
19	20 ea	2” Copper Female Adapter		
20	20 ea	2-1/2” Copper Female Adapter		
21	4 ea	2-1/2” x 20’ Length Copper Pipe Type K Hard (Rigid)		
22	2 ea	2” Dia. Copper Tubing Soft Type K Prefer 40’ Coil, will accept 60’ Coil		
23	2 ea	2” x 20’ Length Copper Pipe (Soft)		
24	4 ea	2” x 20’ Length Copper Pipe Type K Hard (Rigid)		
25	1 ea	1-1/2” x 20’ Length Copper Pipe Type K Hard (Rigid)		
26	2 ea	1-1/4” x 40’ Length Copper Pipe Type K Hard (Rigid)		
27	1 ea	1” x 20’ Length Copper Pipe Type K Hard (Rigid)		
28	4 ea	2-1/2” Copper 45 Deg Elbow		
29	10 ea	1” FIPT x 1-1/4” Copper Female Adapter		

30	10 ea	1-1/4” Copper Tee		

TOTAL ITEM 2: $_____

ITEM 3: SADDLES

SUB-ITEM	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	3 ea	Bronze Saddle for 4” Pipe x 1” CC 4.74-5.50		
2	6 ea	Ford 202B DBL/S 4” x 2” CC 202B-540-CC7 or Equal		
3	5 ea	Saddle for PVC Pipe 1-1/2” x 1” CC		
4	12 ea	Saddle for PVC Pipe 2” x 1” CC		
5	6 ea	Saddle for PVC Pipe 2-1/2” x 1” CC		

TOTAL ITEM 3: $_____

ITEM 4: DUCTILE IRON PIPES, FITTINGS AND ACCESSORIES

SUB-ITEM	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	2 ea	6” MJ Cap		
2	2 ea	8” MJ Cap w/2” Tap		
3	6 ea	6” DI-MJ Retainer Gland Accessory Pack Romagrip or Equal		
4	10 ea	8’ DI-MJ Retainer Gland Accessory Pack Romagrip or Equal		
5	20 ea	4” Full Face Flange Gasket		
6	20 ea	6” Full Face Flange Gasket		
7	20 ea	8” Full Face Flange Gasket		

TOTAL ITEM 4: $_____

ITEM 5: METER BOX AND COVERS

SUB-ITEM	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	96 ea	Armorcast Polymer Water Meter Box – Type B		
2	96 ea	Armorcast Type B Cover For Meter Box w/Hole for AMR 9X14X1-1/8		

TOTAL ITEM 5: $_____

ITEM 6: CORPORATION AND COUPLINGS

SUB-ITEM	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	40 ea	Corporation Cock 1” CC X MPT		
2	2 ea	Corporation Cock 1-1/2” MPT X MPT		
3	4 ea	Corporation Cock 2” MPT X MPT		
4	2 ea	Corporation Cock 1-1/2” x 2” CC X MPT		
5	2 ea	6” Flange Coupling Adapter FCA501-7.10 6.60-7.10		
6	2 ea	12” Flanged Coupling Adapter FCA501-13.55		
7	12 ea	6” Macro HP 7.60 Transition – 2 Bolt		
8	3 ea	10” XL Macro HP 12.20 Transition – 2 Bolt		

9	6 ea	4” Macro HP .560 Transition – 2 Bolt		
10	10 ea	8” Macro HP 9.75 Transition – 2 Bolt		

TOTAL ITEM 6: $_____

ITEM 7: HYDRANT AND STAND PIPE

SUB-ITEM	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	8 ea	Clow Wet Barrel Bronze Hydrant #2050 2-1/2” Hose Nozzle 4-1/2” Pumper Nozzle		
2	6 ea	Jones J-344 2-1/2” x 2-1/2” Angle Fire Plug Valve Stand Pipe w/Hydrant Nut		
3	6 ea	Hydrant – Bury MJ X FLG – 6” X 36”		
4	2 ea	Hydrant – Bury – 6” X 30” MJ X FLG		
5	12 ea	Hydrant – Riser – 6” X 6”		
6	20 ea	Hydrant – Plastic Hose Cap – 2-1/2”		
7	20 ea	Hydrant - Plastic Hose Cap - 4-1/2”		
8	12 ea	Hydrant – 6” 850 Clow/Jones 2-1/2” Hose Nozzle 4-1/2” Pumper Nozzle		
9	60 ea	6” Threaded Flange Gasket Romac or Equal		
10	800 ea	Hex Head Hydrant Breakoff Bolt HDG 5/8-11 X 3” w/HDG Nuts		

TOTAL ITEM 7: $_____

ITEM 8: AIR RELEASE VALVES

SUB-ITEM	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	12 ea	Val-Matic ½” Air Release Valve Model 15R50-3AT-C6V6F		
2	12 ea	Val-Matic 1” Combination Air Valve Model 20C01-6BT-C6B5Y		
3	3 ea	Val-Matic 2” Combo-Air PSI 0-75 Model 202CX145		
4	20 ea	1” Female NPT Galvanized Mushroom Vent Cap (BF21175)		
5	20 ea	1” Galvanized Nipple 1” X 2-1/2”		
6	20 ea	¾” Female NPT Galvanized Mushroom Vent Cap (BF21174)		
7	20 ea	¾” Galvanized Nipple ¾” X 2”		

TOTAL ITEM 8: $_____

ITEM 9: VALVES

SUB-ITEM	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	200 ea	Meter Ball Valve AYM# 76101MWHDLB 1”x ¾”x ¾” W/BR HDL FNPT x MTR - NL or Equal		
2	100 ea	Meter Angle Ball Valve AYM# 74604B 1”x ¾”x ¾” FNPT x Meter NL or Equal (No Handle)		
3	24 ea	Nibco 2” Bronze Gate Vale T-113 Threaded 200# Solid Wedge Non-Shock W/Bronze Handle or Equal		
4	12 ea	Nibco 2-1/2” Bronze Gate Valve T-113		

		Threaded 200# Solid Wedge Non-Shock W/ Bronze Handle or equal		
5	2 ea	4” Gate Valve FLG X FLG Mueller 2360 Series Resilient Wedge 2” SQ Wrench Nut, Open Left or Equal		
6	4 ea	6” Gate Valve MJ X FLG Mueller 2360 Series Resilient Wedge 2” SQ Wrench Nut, Open Left or Equal		
7	12 ea	1” X 1” Curb Stop FIPT X FIPT Ford #B11-444 or Equal		
8	4 ea	2” X 2” Curb Stop FIPT X FIPT Ford #B11-777 or Equal		
9	2 ea	8” Gate Valve FLG X FLG Mueller 2360 Series Resilient Wedge 2” Sq. Wrench Nut, Open Left Or Equal		
10	1 ea	4” Clow C509 Geared MJ X MJ RW Gate Valve		
11	2 ea	6” Clow C509 Geared MJ X MJ RW Gate Valve		
12	2 ea	8” Clow C509 Geared MJ X MJ RW Gate Valve		

TOTAL ITEM 9: $_____

ITEM 10: BRASS FITTINGS

SUB-ITEM	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	4 ea	2” X 4” Brass Nipple		
2	4 ea	2” X 5” Brass Nipple		
3	10 ea	1-1/4” Threaded Brass Cap		
4	10 ea	1-1/2” Threaded Brass Cap		
5	10 ea	2” Threaded Brass Cap		

TOTAL ITEM 10: $_____

ITEM 11: C.I. FITTINGS

SUB-ITEM	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	40 ea	5-1/4” X 1-1/8” Fixed CI Risers For 5-1/4” Valve Boxes		
2	40 ea	5-1/4” X 1-1/8” CI Standard Drop Lid		
3	100 ea	5-1/4” X 2-1/4” Fixed CI Risers For 5-1/4” Valve Boxes		
4	100 ea	5-1/4 “ X 2-1/4” CI Standard Drop Lid		

TOTAL ITEM 11: $_____

ITEM 12: REPAIR CLAMPS

SUB-ITEM	QUANTITY AND UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	2 ea	4” Romac SS2-5.27 X 12” or Equal		
2	2 ea	4” Romac SS1-5.14 X 8” or Equal		
3	6 ea	6” Romac SS2-7.61 X 20” or Equal		
4	6 ea	6” Romac SS2-7.37 X 12” or Equal		
5	4 ea	8” Romac SS2-9.39 X 12” or Equal		
6	4 ea	8” Romac SSI-9.70 X 12” or Equal		
7	12 ea	8” Romac SS2-9.79 X 21” or Equal		
8	2 ea	10” Romac SS2-11.50 X 12” or Equal		

9	1 ea	12” Romac SS1-14.50 X 24” or Equal		
10	25 ea	2” Romac SC-24 X 3” or Equal		
11	20 ea	8” Romac SS2-9.79 X 20” or Equal		
12	12 ea	12” Romac SS2-14/3- X 2- or Equal		

TOTAL ITEM 12: $_____

OFFER TOTAL (ITEMS 1 THROUGH 12): $_____*

***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 Chief Procurement Officer reserves the right to reject any or all offers in whole or in part and waive any defects if such a rejection or waiver will be in the Department’s best interest and is consistent with HRS Chapters HRS 103 & 103D and their implementing administrative rules, and the Charter of the County of Kaua‘i, 1984, as amended;
5. That the Offeror declares that it has thoroughly studied, examined, and understood

all of the terms and conditions of this solicitation and that the Offer submitted is made without collusion on the part of any person, firm, or corporation, and that no official or employee of the government is directly or indirectly interested in the Offer or in the supplies or work to which it relates or in any portion of the profits thereof;

6. That the Offeror certifies:

   a. That this Offer does not pose a conflict with the Kauaʻi 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 Hawaiʻi 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 Hawaiʻi, including HRS Chapters 237, 383, 386, 392, and 393, and shall:

   a. Be incorporated or organized under the laws of the State of Hawaiʻi; or

   b. Be registered to do business in the State of Hawaiʻi 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.

Addendum No.	Date:

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.

SCOPE OF WORK AND AWARD
FOR THE

FURNISHING AND DELIVERY

OF

GS-2027-03

HYDRANTS & APPURTENANCES AND VARIOUS DRINKING WATER PIPE REPAIR AND MAINTENANCE FITTINGS

I. **DEFINITIONS**. As used in this Scope of Work and Award and as used elsewhere in this solicitation, the terms shall be defined as stated in the General Terms and Conditions for Goods and Services of the Department of Water, County of Kaua'i, dated August 25, 2010, as amended (herein "General Terms"), attached hereto and incorporated herein.

II. **SCOPE OF WORK**. The Contractor shall furnish and deliver the **GS-2027-03 HYDRANTS & APPURTENANCES AND VARIOUS DRINKING WATER PIPE REPAIR AND MAINTENANCE FITTINGS** as specified in this solicitation in strict compliance with the Offer, Scope of Work and Award, Specifications, Special Provisions, and General Terms, all of which the Offeror understands and agrees are attached hereto and by reference made a part of this solicitation and any award. The Contractor shall verify all information contained in the Specifications prior to ordering the equipment.

A. INSTRUCTIONS TO OFFERORS; OFFER SUBMISSION DOCUMENTS.

1. Offerors are required to submit as their Offer all of the documents listed in the Table of Contents. The Department has conveniently stapled or bound all of said documents for ease of submission.

2. **OFFERORS ATTENTION IS DIRECTED TO THE OFFER SECTION, WHERE EVIDENCE OF THE AUTHORITY OF THE PERSON(S) SIGNING THE SOLICITATION MUST BE INCLUDED WITH THE OFFER DOCUMENTS. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL BE CAUSE FOR REJECTION OF AN OFFER.**

3. **All bids shall be submitted via www.publicpurchase.com** . Offerors shall sign the Offer form in ink and submit the offer form with the original signature included in the Offer. If submission is via the Department's electronic procurement system, an electronic copy of the original signature is acceptable.

4. Offerors shall designate those portions of their offer that contain trade secrets or other proprietary data that are to remain confidential, subject to HAR §3-122-30(c) and (d); further, the material designated as confidential shall be readily separable from the Offer in order to facilitate public inspection of the non-confidential portions of the Offer.

5. The General Terms are attached hereto and incorporated into this solicitation. Offerors are advised to familiarize themselves with all of its terms and conditions.

B. PREFERENCES. The following preferences are applicable when preceded by a checked box. Information and legal and procedural requirements pertaining to all preferences can be found within the General Terms:

☐ HAWAI'I PRODUCTS PREFERENCE; SCHEDULE B. Pursuant to HRS 103D-1002, Offers should complete the Certificate of Hawai'i Products Preference for application of this preference. (See: General Terms, 3.1(B); applicable to IFB/CSP)

☐ PRINTING, BINDING, AND STATIONARY WORK PREFERENCE. Pursuant to the provisions of Section 103D-1004, HRS and 3-124, HAR,

production-related work shall be performed within the State of Hawai‘i unless otherwise permitted. Offerors should complete or answer applicable questions in the solicitation. (See: General Terms, 3.1(C); applicable to IFB)

☐ RECIPROCAL PREFERENCE. Pursuant to the provisions of Section 103D-1004, HRS and 3-124, HAR, the Manager may impose a reciprocal preference against Offerors from those states which apply preferences. (See: General Terms, 3.1(D); applicable to IFB)

☐ RECYCLED PRODUCTS PREFERENCE; SCHEDULE E. Pursuant to HRS 103D-1005, Offerors should complete the Certification of Recycled Content form (SCHEDULE E) in this solicitation; answer applicable questions in the Offer or solicitation; and state their prices for recycled and non-recycled products offered for application of this preference. (See: General Terms, 3.1(E); applicable to IFB)

☐ SOFTWARE DEVELOPMENT BUSINESS PREFERENCE. See General Terms 3.1(F); HRS 103D-1006 and HAR 3-124; applicable to IFB/CSP.

☐ HAWAI‘I EXCISE AND USE TAX PREFERENCE. For evaluation purposes, the Offeror’s tax-exempt price shall be increased by the applicable retail rate of general excise tax and the applicable use tax. For competitive sealed bids, the lowest responsive, responsible Offeror, taking into consideration the above increase, shall be awarded the contract, but the contract amount of any contract awarded shall be the amount of the price offered and shall not include the amount of the increase.

See: HAR §3-124-50, et. seq. Any “taxpaying bidder,” as defined in HAR §3-124-51, shall qualify for a tax preference by submitting with an offer a current and valid tax clearance certificate issued by the State of Hawai‘i Department of Taxation and the U.S. Internal Revenue Service.

☐ QUALIFIED COMMUNITY REHABILITATION PROGRAMS PREFERENCE. Pursuant to HRS 103D-1009, a five per cent preference shall be given to services to be provided by nonprofit corporations or public agencies operating qualified community rehabilitation programs in conformance with criteria established by the DLIR for all competitive sealed bid and proposal procurements.

Organizations listed in the “Partners in employment program list,” also known as the PEP, issued by the State Procurement Office, qualify for a 5% preference. For application of this preference Offeror shall submit with the Offer the “Certificate of Eligibility to Claim a Preference as a Qualified Community Rehabilitation Program” form. (Form available upon request only; See General Terms 3.1(G)).

Any contract awarded pursuant to this preference shall be exempt from the wages provision of HRS 103-55.

Said preference shall be applied by increasing the offer price for non-community rehabilitation program Offerors.

☐ HRS 103-55, WAGES, HOURS, AND WORKING CONDITIONS OF EMPLOYEES OF CONRACTORS SUPPLYING SERVICES, SCHEDULE A. Contractors supplying services in excess of $25,000 shall complete and submit with their Offer a signed statement certifying compliance with HRS §103-55.

C. STATE OF HAWAI‘I TAX REQUIREMENTS. The Offeror’s attention is directed to Publication-1 issued by the State of Hawai‘i with reference to information on Hawai‘i State Taxes administered by the Department of Taxation.

Copies of said Publication-1 are on file and may be inspected and/or obtained at the Division of Purchasing, Department of Finance, County of Kauaʻi, during regular business hours of the County.

D. NON-DISCRIMINATION. The contractor or subcontractor shall not discriminate on the basis of race, religion, color, sex, or national origin in the performance of this contract. Failure to comply with this requirement may be cause for termination of this contract or such other remedy as the Department deems appropriate.

E. GENERAL RULE FOR APPLICABILITY OF THE TERMS AND CONDITIONS FOR THIS SOLICITATION. The terms and conditions stated in this solicitation shall not apply to any transaction if the provisions conflict with any federal laws or if it shall prevent the Department from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement.

F. BID BOND OR PERFORMANCE AND PAYMENT BONDS. For this solicitation:

1. Bid bond **is not required** in an amount equal to at least five per cent of the base bid and additive alternates or in an amount required by the terms of the federal funding, when required.
2. Performance bond **is not required** in an amount not to exceed fifty per cent of the amount of the contract price, when required.
3. Payment bond **is not required**. in an amount not to exceed fifty per cent of the amount of the contract price, when required.

III. METHOD OF AWARD.

A. Offerors must bid on all items unless solicitation is specified "AND/OR" if there is more than one item, and Offeror must meet the minimum specifications of this solicitation.

B. LOWEST RESPONSIBLE OFFEROR. Award will be made to the **responsible, responsive** Offeror whose Offer is either:

1. The lowest responsive, responsible Offeror(s) who submits the lowest TOTAL BID FOR EACH ITEM in the Offer section of this solicitation; or

2. The Offeror who submits the overall lowest responsive offer for all items as a total.

Whichever is deemed by the Procurement Officer to be in the best interest of the Department.

C. In the event that the low Offeror is the same for more than one item, a single contract will be made for all the items, where applicable.

D. Additionally, General Terms 3.2 shall apply to any award, as amended herein.

E. The Department reserves the right to increase, decrease, or modify the quantity of the any item and enter into a contract in accordance with available funds. Should the quantity of any item be increased, the contract shall be entered into at the same unit price(s) in the offer and under the same terms and conditions specified herein. Further, should the quantity of any item be changed and a contract is entered into according to available funds, 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.

IV. OFFEROR'S RESPONSIBILITY; SUCCESSFUL OFFEROR.

A. Offeror is advised that if awarded a contract of $25,000 or more under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the

requirements of HAR §3-122-112. The successful offeror is advised that it shall, prior to award of the contract, furnish proof of compliance with the requirements of **HAR §3-122-112:**

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; **and**
6. One of the following:
    a) Be registered and incorporated or organized under the laws of the State (herein a "Hawai'i business"); or
    b) Be registered to do business in the State. (herein a "compliant non-Hawai'i business").

B. To comply with these requirements, the successful offeror shall produce the following documents to the Department of Water to demonstrate compliance with this section.

1. HRS Chapter 237 tax clearance requirement for award and final payment. Instructions are as follows:

    a) Pursuant to HRS §103D-328, the successful offeror shall be required to submit a tax clearance certificate issued by the Hawai'i State Department of Taxation ("DOTAX") and the U.S. Internal Revenue Service ("IRS"). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date it is received by the Department of Water.

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

    DOTAX Website: http://www.state.hi.us/tax/alphalist.html#a
    DOTAX Forms by Fax/Mail: (808) 587-7572 or 1-800-222-7572

    c) 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

    d) 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 Department of Water.

    e) **Contractor is also 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.

2. HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

    a) Pursuant to H.R.S. §103D-310(c), the successful offeror shall be required to submit an approved certificate of compliance issued by the Hawai'i 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 received by the Department of Water.

    b) The certificate of compliance shall be obtained on the State of Hawai'i,

DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at www.dlir.state.hi.us/LIR#27, 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 Department of Water.

c) The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the Department of Water.

C. REQUIREMENT FOR AWARD. To be eligible for award, the offeror must comply as follows:

1. Hawai‘i Business. A business entity referred to as a "Hawai‘i business" is registered and incorporated or organized under the laws of the State of Hawai‘i. As evidence of compliance, offeror shall submit a C*ERTIFICATE OF GOOD STANDING* issued by the State of Hawai‘i Department of Commerce and Consumer Affairs Business Registration Division ("BREG"). A Hawai‘i business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. An offeror's status as sole proprietor or other business entity and its business street address indicated on the OFFER form will be used to confirm that the offeror is a Hawai‘i business.

2. Compliant Non-Hawai‘i Business. A business entity referred to as a "compliant non-Hawai‘i business" is not incorporated or organized under the laws of the State of Hawai‘i but is registered to do business in the State of Hawai‘i. As evidence of compliance, offeror shall submit a *CERTIFICATE OF GOOD STANDING.*

a) To obtain a *CERTIFICATE OF GOOD STANDING* go online to www.BusinessRegistrations.com and follow the prompt instructions. To register or to obtain a "Certificate of Good Standing" by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). The "Certificate of Good Standing" is valid for six months from date of issue and must be valid on the date it is received by the Department of Water.

b) Offerors are advised that there are costs associated with registering and obtaining a "Certificate of Good Standing" from the DCCA.

D. TIMELY SUBMISSION OF ALL CERTIFICATES. All certificates should be applied for and submitted to the Department of Water as soon as possible after the Department provides the written Notice of Award. **If valid certificates are not submitted on a timely basis after the Department so notifies the successful offeror, the successful offeror's Offer shall be disqualified and any prospective award (even though the successful offeror's offer is otherwise responsive and responsible) shall be cancelled without any liability whatsoever to the Department of Water**. The Department, and not the successful offeror, shall determine whether all necessary certificates have been timely submitted.

E. AWARD TO SUBSEQUENT OFFEROR. If the Department cancels **any** prospective award for failure to submit all required certificates, the Department reserves the right to make an award to the next-lowest, responsive, responsible Offeror who is able to submit all of the required certificates.

F. FINAL PAYMENT REQUIREMENTS. An original "Certification of Compliance for Final Payment" (SPO Form-22), will be required for final payment and is attached hereto.

V. DELIVERY, INSPECTION, AND ACCEPTANCE.

A. ASSEMBLED DELIVERIES. The equipment specified herein shall be delivered to the Department completely assembled.

B. PRE-DELIVERY INSPECTION. The Contractor may request in writing that the Department perform a pre-delivery inspection on the equipment at the Department's shop facilities. In the event the pre-delivery inspection is not conducted within three (3) working days from receipt of the written request, the Contractor shall immediately notify the Chief Procurement Officer.

C. DELIVERY. The Contractor shall be responsible to contact the Department for delivery appointment and arrangement and; further shall physically deliver the equipment to the destination as specified herein. In the event the Contractor is unable to comply with these provisions for reasons beyond its control, the Contractor shall immediately notify the Chief Procurement Officer.

D. A delivery receipt shall be supplied by the Contractor, showing the description of the vehicle(s), date, time and place of delivery. The receipt shall be properly executed by the Contractor and the Department at the time of delivery. The Contractor shall submit a copy of the delivery receipt to the Department within three (3) working days thereof.

E. ACCEPTANCE; REJECTION. The Department shall notify the Contractor, in writing, within ten (10) working days after delivery, if the vehicle(s) has been accepted or rejected. In the event the vehicle(s) is rejected, the Department shall furnish written details of the deficiencies.

VI. WARRANTIES, TECHNICAL MANUALS, AND ADVICE.

A. WARRANTIES AND CERTIFICATION. All materials shall be warranted against factory defects. The warranty on the equipment shall be the standard manufacturer's warranty against factory defects. The contractor shall also submit those certifications described in the Specifications section of this solicitation.

B. TECHNICAL MANUALS. Contractor shall furnish a copy of each of the equipment warranty and the following technical manuals with the delivery for each of the equipment:

1. Service and Repair Manuals
2. Technical Service Bulletins
3. Operator's Manual
4. Parts Manual

C. ADVICE. The Offeror shall, without cost to the Department, provide all technical advice such as, but not limited to equipment usage, service, repairs, and identification of replacement of parts.

VII. DELIVERY TIME REQUIREMENTS.

The Contractor shall deliver the item specified in this solicitation within **TWO HUNDRED SEVENTY (270) CALENDAR DAYS**, or sooner, as stated in the Written Notice to Proceed.

VIII. DELIVERY LOCATION.

The materials shall be delivered to:

County of Kauaʻi, Department of Water
Operations Division
4398 Pua Loke Street
Līhuʻe, Kauaʻi, Hawaiʻi 96766

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Required by HAR §3-122-112)

Reference: _____ _____
(Contract Number) (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: _____

SPO Form – 22 (11/03)

SPECIFICATIONS

HYDRANTS & APPURTENANCES AND VARIOUS DRINKING WATER PIPE REPAIR AND MAINTENANCE FITTINGS

THE MINIMUM SPECIFICATIONS SHALL NOT BE LESS THAN:

These Specifications modify and supplement the "Water System Standards, State of Hawai'i, 2002", for the sole purpose of fulfilling the requirements of this solicitation. Where there is a discrepancy between these Specifications and the "Water System Standards", the provisions set forth in these Specifications shall govern. All materials shall meet American Water Works Association ("AWWA") Standards.

206.02 WET-BARREL HYDRANTS - BRONZE

The wet barrel hydrants shall comply with AWWA C503-82 "Wet-Barrel Fire Hydrants". Hydrants shall have one (1) 4 ½-inch outlet and one (1) 2 ½-inch outlet with Type B valves. The outlet threads shall be in conformance with the "National Standard Fire Hose Coupling Screw Threads". Hydrants shall be all bronze including the outlet protector caps. Chains to secure the cap to the hydrant shall not be furnished.

All hydrants shall be subjected to a hydrostatic pressure test of 300 pounds per square inch, and the pressure test shall be guaranteed by the manufacturer. Two (2) copies of the Certification of Test shall be furnished before delivery. Hydrants shall be designed for 150 psi working pressure.

Hydrants shall feature independently valved ports. The working parts shall be engineered to function as a unit and to give trouble-free service over long periods of times. Valves for hydrant shall be a urethane polyether compound and cured to a shore durometer hardness of 90; tensile strength of 2,700 psi and approved for use with portable water.

The hydrant shall have external permanent markings identifying the manufacturer, the series number of the hydrant and the year in which it was manufactured.

The hydrant inlet flange connection shall be on a 9.375-inch diameter bolt circle pattern with six (6) 3/4-inch diameter bolt holes.

Sets of wrenches for both outlet nozzles & stuffing box shall be furnished, including a manufactures detailed drawing identifying each component and its appropriate part number.

Approved units are Clow, Model 2050

Hydrant bodies and caps shall receive a primer coat and 2 coats of painting. Hydrant color shall be safety yellow. The primer shall be Mobil 13-W-10 water epoxy enamel or approved equal. The intermediate coat shall be Mobil 98 Series water epoxy hi-build or approved equal with a 0.5 mil dry film thickness ("DFT"). The finish coat shall be Mobil 91 Series water epoxy enamel or approved equal with a 2 mil DFT. Surfaces must be prepared to proper condition between coats for painting. Coating shall not be applied until preceding coat is hard and dry.

Flanged gaskets shall be ring type and suitable for portable water service. An approved unit is manufactured by Romac Industries, Inc., catalog number "6-inch - Threaded Flange Gasket".

Flanged bolts shall be hot-dipped galvanized steel ⅝-inch X 3-inch machine bolts with hexagon heads American Standard heavy. Bolts shall be break-off type drilled 11⁄32-inch diameter x 2½-inch deep. Nuts shall be hot-dipped galvanized steel American Standard heavy cold punched hexagon nuts.

GENERAL TERMS AND CONDITIONS FOR GOODS AND SERVICES

(Attached separately)