

FURNISHING

OF

50% ALUMINUM CHLORHYDRATE

FOR

DEPARTMENT OF WATER SUPPLY

COUNTY OF MAUI

F.O.B. PI'IHOLO WATER TREATMENT FACILITY

SEALED BIDS

IFB# DWSP- 2015-01

INVITATION TO BIDDERS

IFB# DWSP 2015-01

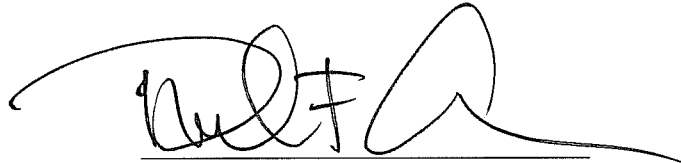
Pursuant to Chapter 103D, Hawaii Revised Statutes, sealed offers shall be received up to and be publicly opened at 10:00 o'clock a.m. on JUNE 26, 2014, by the Fiscal Division, Purchasing Branch, Department of Water Supply, County of Maui. 5th Floor, Kalana O Maui (County Building), 200 South High Street, Wailuku, Maui, Hawaii, 96793, for the following:

FURNISHING 50% ALUMINUM CHLORHYDRATE (ACH)

and publicly opened and read in the Director's Office (5th Floor) of the Department of Water Supply located in the County Building at 200 South High Street in Wailuku, Maui, Hawaii.

Specification and Offer Form may be obtained at the Office of the Purchasing Agent, Fiscal Division, located on the fifth floor of the County Building, or on the Maui County website under related documents. Office hours are 7:45 am to 4:30 pm, Monday through Friday. Office will be closed on State and Federal Holidays.

Bidders are required to comply with the newest procurement code, Hawaii Revised Statutes, Chapter 103D, any rules and regulations and policy directives.

A handwritten signature in black ink, appearing to read 'Danilo F. Agsalog', with a long horizontal flourish extending to the right.

DANILO F. AGSALOG
Director of Finance
County of Maui

SPECIAL PROVISIONS
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FURNISHING 50% ALUMINUM CHLORHYDRATE (ACH)

1. This bid is to Furnish 50% Aluminum Chlorhydrate and shall be in accordance with provisions of the Specifications, Special Provisions, Service Provision, Proposal and General Conditions (Bid Documents) in this order of priority.
2. All products purchased under this bid shall be for the exclusive use of the Department of Water Supply on an as-needed basis for the period of one year with the option to renew for another year under the same bid price, terms and conditions in effect.
3. It is understood that the bid prices shall include all cost, insurance, taxes (except Federal Excise Tax from which the County is exempt) and freight charges.
4. Quantities listed in the proposal are estimated requirements of the Department for the period covered by the contract.

The Department reserves the right to purchase greater or lesser quantities as conditions may warrant at the same unit bid price. In the event the requirements do not materialize in the quantities specified, such failure shall not constitute grounds for equitable adjustment under the contract.

5. Vendor must maintain a minimum of 12 tote bins at the vendor's location on the island of Maui for the sole use of the Department of Water Supply. Also, maintaining any required permits and complying with all applicable regulations regarding storage. The Department will purchase on an as needed basis and pick up the order from the vendor.
6. The Director reserves the right to -
 - a. withhold award of contract for a period of thirty (30) calendar days from the date of bid opening; and,
 - b. accept or reject any or all bids and to waive any minor or inadvertent discrepancy in the bid documents.
7. No withdrawal of bid will be allowed after the bids are opened.
8. Bidder deposit bid at the Office of the Purchasing Agent, Fiscal Division of the Department of Water Supply, 5th floor of the Kalana O Maui (County Building) at 200 South High Street in Wailuku, Maui, Hawaii, 96793.

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9. Bids must be in our hands by 10:00 o'clock a.m. on the date designated for the bid opening. Bids mailed and postmarked earlier than the date and time specified for bid opening but received later will be rejected. Properly label the bid envelope with the following information:

Furnish 50% Aluminum Chlorhydrate (ACH)
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Department of Water, County of Maui

10. In the event to furnish Aluminum Chlorhydrate fails to conform to specifications, the Director may reject the Aluminum Chlorhydrate and it becomes the vendor's duty to reclaim and remove the same at no expense to the Department, immediately replacing all such rejected material with others conforming to Specifications.

Failure to conform gives the Department the right to purchase in the open market a corresponding quantity of Aluminum Chlorhydrate and to deduct any monies due or that may become due to vendor, the difference between the contract unit price and the actual cost to the Department.

In case any money due the vendor is insufficient for said purpose, the vendor shall pay the difference upon demand by the Director. In the event the vendor fails to make delivery as specified, the same conditions as to the rights of the Department to purchase in the open market and to reimbursements set forth, shall apply except when delivery is delayed by fire, strike, freight, embargo or Act of God or of the government.

The Director also reserves the right to suspend the vendor from bidding on any or of all of the Department's bids for a period of six months or longer.

Further, the Department may utilize all other remedies as provided by law.

11. The Director may terminate the contract in whole or in part for the best interests of the Department. In such an event, the Department shall be liable only for payment of Aluminum Chlorhydrate ordered or received prior to the effective date of termination. Termination shall be effective upon sixty (60) calendar day written notice to the vendor.

In case of breach of contract terms by the vendor, the Department shall have, in addition to any other recourse, the right to terminate the contract without service of notice or resort to legal process and without any legal liability on its part.

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12. As a prerequisite for entering into a contract Bidders shall submit a current Tax Clearance, Certificate, Certificate of Good Standing, and Certificate of Compliance by using the Hawaii Compliance Express, which allows businesses to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

Bidders registered with Hawaii Compliance Express may submit a one-page printout from the Hawaii Compliance Express website.

13. In the case of more than one Lowest Responsible Bidder with the same unit price, the Department has the right to decide how the lowest bidder is awarded either by drawing cards or drawing straws.
14. An executed contract with the notice to proceed will be provided; that prices are good for one year starting July 1, 2014 to June 30, 2015 with option to renew for another year.
15. In the option year, the price may be renegotiated if freight cost increases to an amount that the bidder may not be able to provide chemicals to the Department of Water Supply, County of Maui. The Department of Water Supply may request from the bidder proof of the increase of the freight cost. The unit price of the chemical will remain at the same cost.
16. Liquidated Damages. The seller recognizes and agrees that time is of the essence under this agreement and, due to the speculative character and difficulty of ascertaining damages to the Department of Water resulting from any delay beyond controversy and dispute, will agree that the seller shall pay to the Department of Water the sum of TWENTY FIVE AND NO/100 DOLLARS (\$25.00) as liquidated damages and not as a penalty for each day that furnishing and delivery of the material contemplated in this agreement remains uncompleted beyond the time set herein for completion; provided, however, that the remedy of liquidated damages shall be in addition to any other rights and remedies otherwise available to the Department of Water and not expressly waived herein.
17. For Terms and Conditions for Goods and Service go to:
www.mauicounty.gov/departement/Finance/Purchasing. Look for Purchasing Terms and Conditions, Goods and Services.

SPECIFICATION
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1. Pre-qualification Procedure. In order to qualify to offer a proposal for this contract, an interested bidder shall conduct both jar testing and a full scale facility test at the respective facilities to demonstrate the ability of the bidder's material to meet the required performance specifications.

The bidder shall perform preliminary lab or jar testing at each respective facility. The bidder shall provide a written report of the bidder's findings to the department prior to proceeding with the full scale testing.

The full scale testing will be performed continuously for a period of 7 consecutive days. The date and time of the testing will be determined by the Department. The Department shall reserve the right to terminate the test of any bidder in the event Department determines that normal plant operating performance cannot be maintained.

Each bidder shall submit a detailed final report including dosages applied along with finished water color and turbidity results. This report shall be received by the Department not less than six days before the bid opening. Failure to comply shall be sufficient cause for rejection the bid. All testing will be performed at no cost to the Department.

In the event the bidder's full scale testing causes damages to the plant system, the contractor shall bear all costs for repair. This includes damages to the filter media or filter membranes, pumps, flocculators, distribution systems and clearwell. The Director shall be the sole judge of whether satisfactory repair has been completed.

2. List of qualified Bidders:
Midland Research Lab(Ecolab Inc.)
Brewer Environmental Industries
Summit Research Labs
Jenchem Inc.
Pural
3. The Bidders material shall have NSF Standard 60 approval for use in Drinking Water and have a maximum dosage level of 250 mg/L.
4. Analysis of the bidders material shall fall within the ranges as set forth in the exhibit marked as #1(see attached).
5. The Bidders material shall be registered for use in the State of Hawaii.

SERVICE PROVISIONS
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1. The Contractor shall upon the Department's request participate on an as needed basis with the Department in a consulting program relating to the use of the contractors material. The Department will not be charged for these services.
2. The Contractor will evaluate the Aluminum Chlorhydrate material being used on an annual basis and test any new products which may be offered by the Contractor.
3. The Contractor at it's expense will maintain a corrosion pipe loop at each facility using the contractors material. This pipe loop will be used to perform long term coupon corrosion studies on the facility's finished water. The coupons used will be both steel and copper. Periodic replacement and analysis of the coupon will be the responsibility of the contractor. In the event the Contractor and or the Department terminates this agreement to supply Aluminum Chlorhydrate the Department will have the ability to continue the corrosion study at a reasonable cost, to be provided at the time of bid to the Department. The corrosion coupon study must include:

- X Confirmation of Coupon Number
- X Confirmation of Coupon Type (Copper, Steel, Brass, etc...)
- X Coupon Exposure time
- X Deposit Appearance if applicable
- X Corrosion Type (Even local, Medium Pits, Even General, Uneven Local, Narrow Pits, uneven general, Wide Pits, Cracking)
- X Corrosion Rate (MPY)

4. If the Contractors material is found to be not performing as expected the Department may at its option request the contractor to have the material in question tested at an independent laboratory to confirm that the material meets the specifications as set forth in Exhibit #1. The expense of this testing will be the responsibility of the contractor.
5. Regular service visits, to the facilities using the product, to check overall application effectiveness and confirm Department satisfaction is mandated, in person, quarterly.

OFFER FORM
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FURNISHING 50% ALUMINUM CHLORHYDRATE (ACH)

COMPANY NAME _____

DATE _____

Director of Water Supply
 County of Maui
 Wailuku, Maui, Hawaii

Dear Sir:

The undersigned agrees in Furnishing 50% Aluminum Chlorhydrate to the Department of Water Supply, County of Maui, for a one year period starting July 1, 2014 to June 30, 2015, with option to renew for another year, all in accordance with Specifications, Special Provisions, General Conditions and this Offer Form, the following:

Product Description	Estimated Quantity	Price Per Pound	Total Cost
50% Aluminum Chlorhydrate 59 totes @ 275 Gallons			
	Per Tote	\$ _____	\$ _____

DEPARTMENT USE ONLY

Pi'iholo WTP	953604-6010/1026-7434-	2 totes	\$ _____	ea	\$ _____
Olinda WTP	953604-6010/1023-7432-	28 totes	\$ _____	ea	\$ _____
Kamole WTP	953604-6010/1023-7431-	17 totes	\$ _____	ea	\$ _____
Mahinahina WP	953604-6010/1023-7435 -	3 totes	\$ _____	ea	\$ _____
Lahaina WTP	953604-6010/1023-7436-	9 totes	\$ _____	ea	\$ _____

It is understood and agreed the contract is awarded to the undersigned, will execute a contract with the notice to proceed for the Aluminum Chlorhydrate (ACH).

OFFER FORM

Exhibit #1

ALUMINUM CHLORHYDROXIDE 50% SOLUTION

DESCRIPTION

Chemical Name:	Aluminum Chlorhydrate
Empirical Formula:	$\text{Al}_2(\text{OH})_5\text{Cl} - 2.5 \text{H}_2\text{O}$
Concentration:	48.9% - 51.1%
Appearance:	Colorless, Clear Solution
Molecular Weight (anhydrous):	174.45
CAS Numbers:	1327-41-9, 12042-91-0

TYPICAL PROPERTIES

Al_2O_3	23.0% - 24.0%
Al	12.1% - 12.7%
Cl	7.9% - 8.4%
Al:Cl Atomic Ratio	1.9:1 to 2.1:1
S ₀₄	0.025% max.
Heavy Metals (as Pb)	10 ppm max.
Fe	50 ppm max.
Freezing Point	-8.33deg C (17.0deg F)
Boiling Point	100.7deg C (213.3deg F)
pH (as is, 50% Solids)	3.5 -4.0
pH (30% or 15% Solids)	4.0 – 4.4
Viscosity	40-60 cps
Retractive Index	1.41
Specific Gravity	1.330-1.350
Weight Per Gallon	11.2 lb.
Trace Metals (10 ppm range)	Ca, Mg, Na
Trace Metals (1 ppm range)	Cu, Mn

Respectfully submitted,

NAME OF FIRM

SIGNATURE OF BIDDER**

ADDRESS OF FIRM

PRINT OR TYPE NAME OF BIDDER

TELEPHONE NUMBER

PRINT OR TYPE TITLE OF BIDDER

DATE SIGNED

FEDERAL ID/SOCIAL SECURITY #

HAWAII STATE GENERAL EXCISE TAX LICENSE NUMBER* _____

PLEASE SPECIFY TYPE OF ORGANIZATION:

INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION _____

STATE OF INCORPORATION: HAWAII _____

OTHER _____ PLEASE SPECIFY

** If Corporation, please attach to this page your corporate seal; also evidence of the authority of this officer to submit a bid on behalf of the corporation. Such authority must be in the form of a corporate resolution. Give also the names and addresses of the officers of the Corporation.

(SEAL)