

**THE JUDICIARY
STATE OF HAWAII**

**INVITATION FOR BID
BID PROPOSAL NO. J13006**

TO

**PROVIDE AIR CONDITIONING AND VENTILATION
SYSTEM MAINTENANCE SERVICE AND
CHEMICAL WATER TREATMENT
OF AIR CONDITIONING EQUIPMENT
AT VARIOUS JUDICIARY FACILITIES ON OAHU**

OCTOBER 2012

NOTICE TO OFFERORS

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must register** your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

Registration

Submit FAX or E-MAIL to: FAX No.: (808) 538-5802
E-mail Address: newton.t.sakamoto@courts.state.hi.us

Provide the following information:

- | | | |
|------------------------|-------------------|--------------------------|
| a. Name of Company | • Mailing Address | • Name of Contact Person |
| b. Telephone Number | • FAX number | • E-mail Address |
| c. Solicitation Number | | |

INVITATION FOR BIDS NO. J13006

The Judiciary, State of Hawaii
October 17, 2012

Competitive Sealed Bids to **PROVIDE AIR CONDITIONING AND VENTILATION SYSTEM MAINTENANCE SERVICE, AND CHEMICAL WATER TREATMENT OF AIR CONDITIONING EQUIPMENT AT VARIOUS JUDICIARY FACILITIES ON OAHU**, will be received at:

The Judiciary, State of Hawaii
Financial Services Division
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813

up to and will be opened at **2:00 P.M., H.S.T., on NOVEMBER 2, 2012.**

Bids received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our website (<http://www4.hawaii.gov/jud>) go to: General Information, Business with the Judiciary) and must be in accordance with the accompanying instructions. Questions relating to this bid solicitation shall be directed to Mr. Newton Sakamoto, in the Contract and Purchasing Office, at (808) 538-5805, Fax (808) 538-5802, or email newton.t.sakamoto@courts.state.hi.us.

Janell Kim
Financial Services Administrator

Judiciary & SPO Website: October 17, 2012

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Discrimination/Harassment Free Workplace Policy

SECTION ONE - SPECIFICATIONS
AIR CONDITIONING AND VENTILATION SYSTEM MAINTENANCE SERVICE
BID PROPOSAL NO. J13006

1.1 SCOPE

The Contractor shall furnish all labor, materials, parts, tools, lubricants, refrigerants, equipment, transportation and supervision necessary for the complete maintenance, inspections and repairs to the Air Conditioning and Ventilation Systems for Judiciary facilities as listed herein and in accordance to these Specifications, the Special Provisions, the General Conditions, and Procedural Requirements attached hereto and by reference made a part hereof. The Contractor shall completely guarantee satisfactory operation of all air conditioning and ventilation systems within the cost of this contract.

1.2 JOB SITES

The Contractor shall provide air conditioning and ventilation services for the following facilities:

<u>Aliiolani Hale</u> 417 S. King Street Honolulu, Hawaii 96813	<u>Kaahumanu Hale</u> 777 Punchbowl Street Honolulu, Hawaii 96813	<u>Records Mgt Center</u> 1624 Hart Street Honolulu, Hawaii 96817
<u>Childrens Justice Center</u> 3019 Pali Highway Honolulu, Hawaii 96817	<u>Kauikeaouli Hale</u> 1111 Alakea Street Honolulu, Hawaii 96813	<u>Kaneohe District Court</u> 45-939 Pookela Street Kaneohe, Hawaii 96744
<u>Driver Lic. Revoc. Office</u> 2875 S. King Street Honolulu, Hawaii 96826	<u>Ewa District Court</u> 870 4 th Street Pearl City, Hawaii 96782	<u>Hale Hoomalu</u> 902 Alder Street Honolulu, Hawaii 96814
<u>Kapuaiwa Building</u> 426 Queen Street Honolulu, Hawaii 96813	<u>Kapolei Judiciary Complex</u> 4675 Kapolei Pkwy. Kapolei, Hawaii 96707	<u>Kapolei Juvenile Detention Facility</u> 287 Kamokila Blvd. Kapolei, Hawaii 96707

1.3 DESCRIPTION OF WORK

The Contractor shall be totally responsible for all costs (excluding non-moving parts) necessary to maintain and repair all systems for complete and satisfactory operations and in accordance with the best commercial standards. Any questions as to the satisfactory performance of maintenance service and repairs and the satisfactory operation of all equipment and system shall be determined by the Officer-in-Charge.

The Contractor shall repair or replace all worn, failed or doubtful components and parts to ensure satisfactory operation of the air conditioning and ventilation system. Replacement parts will be of similar design and quality to maintain system integrity and serviceability.

The Contractor shall perform complete maintenance and repair service, including inspections and emergency calls for all equipment included under this contract. The service shall consist of thorough maintenance work in accordance with the best commercial practice governing the maintenance of air conditioning and ventilation systems. Such service shall include regularly scheduled maintenance tasks and inspections for each unit listed herein. All maintenance tasks and inspection shall consist of, but not limited to furnishing of all labor, equipment, parts, materials and tools necessary to perform a thorough servicing of all integral parts, oiling, adjusting, protective painting and replacing of all parts where needed to keep the units in continuous operating condition.

The Contractor shall not be responsible for repairs due to flagrant vandalism, fire, storm or related damages which can be attributed to causes beyond his control. However, the Contractor shall be responsible for such repairs if the damages are caused by the Contractor's failure to properly maintain and repair the equipment, e.g., failure to reinstall protective covers causes the motor to burn during rainstorm.

All services performed by the Contractor will be subject to inspection by the Officer-in-Charge and shall include applicable items listed, but not be limited to the following:

1. AIR HANDLING UNITS/FAN COIL UNITS

Monthly

- a. Clear and clean drip pan and flush condensate drain lines with nitrogen.
(Contractor may be liable for water damage due to clogged drains). Install pan tablets if necessary to control algae.
- b. Change all disposable air filters **at least once every two months or sooner if needed**; Use 2" pleated, 30% efficiency type-Farr 30/30 or equal.
- c. Wash permanent type filters with an approved detergent and spray coat with an approved filter treatment solution. Replace deteriorated permanent type filters which cannot be cleaned.
- d. Check refrigerant charge and suction and discharge pressures (DX system).
- e. Lubricate and oil all bearings, and connections of dampers and vane to insure proper operation.
- f. Check all drives for wear; adjust belt tension. Replace belt as required.
- g. Operate equipment to check for proper operation, unusual noise and vibration of all controls; clean-up equipment.
- h. Certify performance of monthly service and that all discrepancies are reported and corrected.

Semi-Annually

- a. Adjust alignment of bearings and sheaves; lubricate fan and motor bearings.
Replace worn or noisy bearings or sheaves.
- b. Wash cooling coils and all dirt accumulation using nitrogen, high pressure water, steam or coil cleaner solution.
- c. Wash permanent type filters with an approved detergent and spray coat with approved filter treatment solution. Replace deteriorated permanent type filters which cannot be cleaned.

- d. Remove and wash all supply and return air grilles, register and diffusers and exterior surfaces of all related air conditioning and ventilation equipment. Clean fresh air intake grille and damper and repair/replace deteriorated bird/insect screens.
- e. Check refrigerant charge and suction and discharge pressure (DX system).
- f. Lubricate and oil all bearings, and connections of dampers and vane to insure proper operation.
- g. Check all drives for wear; adjust belt tension.
- h. Certify performance of semi-annual service and report and correct all discrepancies.

Annually

- a. Replace all charcoal filters with new charcoal (if applicable).
- b. Replace all fresh intake filter bags with new bags (if applicable).
- c. Check pressure and temperature differential across cooling coils and log readings. Clean strainers, check vents and drains on chilled water coils.
- d. Clean and adjust water valve; clean strainer (chilled water).
- e. Secure all loose housing, seal leaks and touch-up paint after cleaning all rust.
- f. Check condition of insulation; repair/reinsulate properly and immediately, including and anytime disturbing of insulation is required to make repair, or upon discovery or notification.
- g. Clean all fan wheels and interior housings.
- h. Certify performance of annual service and report and correct all discrepancies.

2. CENTRIFUGAL CHILLER

Monthly

- a. Check and record entering and leaving chiller water and condenser water temperatures and pressures in maintenance log book.
- b. Check for refrigerant and oil leakage; recharge system.
- c. Check oil pump operations; service purge compressor

- d. Check and record head pressure, oil pressure and system pressure; check oil heaters.
- f. Adjust chilled water temperature setting for seasonal changes.
- e. Check noise, vibration and insulation.
- g. Note chiller operations and report all discrepancies.

Quarterly

- a. Review past log readings.
- b. Check chiller response at various load conditions for proper operation and calibration of capacity control system.
- c. Check safety controls and purge controls; record setting.
- d. Certify performance of quarterly service and report discrepancies.

Semi-Annually

- a. Remove heads of condenser and internally brush tubes at the same time cooling tower is cleaned; coordinate with water treatment contractor.

Annually

- a. Have chiller and purge compressor oil analyzed and report submitted.
- b. Replace oil cooler filter cartridge; change oil if recommended by analysis.
- c. Inspect purge system; clean and replace wearing parts.
- d. Electronic leak test entire system and repair leaks.
- e. Megger chiller and oil pump motors; check relay contacts and electrical connections.
- f. Test operate control switches; unloaders, safeties; calibrate and record settings.
- g. Submit annual maintenance service report in writing to Officer-in-Charge.

3. COOLING TOWER

Monthly

- a. Check general condition of tower interior and water distribution patterns.
- b. Remove foreign materials from inside the tower.

- c. Check and adjust water make-up float valve and bleed rate.
- d. Check all drives and pulleys for wear; adjust belt tension.
- e. Check and lubricate motor and fan bearings.
- f. Check motor housing and commutators.
- g. Check and correct any vibration and noise.
- h. Clean condenser suction screen, drift eliminators and spray nozzles.

Semi-Annually

- a. Drain, clean and flush tower; coordinate with water treatment contractor.
- b. Check pipes, valves, grilles and all appurtenances for rust and corrosion, paint when necessary. Wirebrush, prime and paint all defective surfaces to prevent further rusting or corrosion.
- c. Check cooling tower housing for rust and corrosion, clean rust and paint when necessary. Wirebrush, prime and paint all defective surfaces to prevent further rusting or corrosion.
- d. Certify semi-annual cleaning of towers and report all discrepancies.

4. VENTILATING FANS (EXHAUST AND SUPPLY)

Quarterly

- a. Check fan collars, bearings and shaft for wear.
- b. Check motor-controlled and back-draft dampers for proper operation. Lubricate damper linkage for free movement.
- c. Lubricate fan and motor bearings.
- d. Check belt wear and tension; adjust/replace as needed.
- e. Check sheaves for wear; realign sheaves.
- f. Service air filters where installed; remove and wash intake grille.
- g. Certify quarterly fan maintenance service.

Semi-Annually

- a. Clean fan wheel and housing.
- b. Certify performance of annual maintenance service.

5. PUMPS

Monthly

- a. Check packing glands and seals for excessive leakage, tighten or replace.
- b. Check and report pump bearings for abnormal temperature.
- c. Check for vibration and noise.
- d. Certify performance of monthly services and report all discrepancies.

Quarterly

- a. Check motor couplings for alignment.
- b. Check mounting bolts for tightness.
- c. Lubricate motor and pump bearings as required.
- d. Certify performance of quarterly services and report all discrepancies

Semi-Annually

- a. Remove and clean strainer for all condenser pumps after tower cleaning.
- b. Check and blow down strainer to chilled water pumps after tower cleaning.
Remove and clean strainer if excessive debris is noted.
- c. Check condition of insulation, reinsulate as necessary.
- d. Log suction and discharge pressures.
- e. Clean and remove all dust and foreign matter. Clean all rust spots and scratches and paint with matching color.
- f. Check condition of wiring and conduit from motor to starter.
- g. Certify performance of semi-annual service and report all discrepancies.

6. TEMPERATURE AND PNEUMATIC CONTROLS

Monthly

- a. Clean all external parts of compressor and drive.
- b. Drain air tank and check and clean traps.
- c. Inspect entire air system for leaks and repair as required.
- d. Adjust and set room thermostats to provide a room temperature to be specified by the Officer-in-Charge.

Quarterly

- a. Check air compressor and belt drive for unusual noise and excessive wear; adjust belt tension (pneumatic).
- b. Replace air filter and drain condensate (pneumatic).
- c. Check control devices for leaks, sticking stems, and air tightness; replace broken or weak springs and ruptured diaphragms. Control valve repair to include repacking, rediscing and reseating, as required.
- d. Check automatic dampers for tightness in closing, bent blades and defective linkage; lubricate connections for free movement.
- e. Certify performance of quarterly maintenance service and that all discrepancies are reported and corrected.

Semi-Annually

- a. Change compressor oil.
- b. Inspect valve assemblies. Clean, adjust or repair as required.
- c. Vacuum clean air compressor and air dryer.

Annually

- a. Check all controllers, including smoke detecting systems, for calibration, presence of moisture or oils, control port and seat alignment, and response of capillaries.
- b. Check air compressor for proper pressure settings; operating time, belt tension and wear, presence of moisture, safety relief operation and oil level (pneumatic). Electric motor bearings shall be lubricated. Compressed air filters shall be cleaned and/or replaced. Change crankcase oil.
- c. Calibrate pneumatic and/or electric temperature controls.
- d. Certify performance of annual maintenance service and that all discrepancies are reported and corrected.

7. RECIPROCATING WATER CHILLER

Monthly

- a. Check and record water temperatures and pressures of chiller and water-cooled condenser in "maintenance log book".
- b. Check and record refrigerant compressor suction and discharge pressures.
- c. Visual check for refrigerant and oil leakage.
- d. Check vibration isolator mounts.
- e. Check compressor and fan motor bearings for abnormal temperature and unusual noise; lubricate.
- f. Adjust chilled water temperature setting for seasonal change.
- g. Check refrigerant sight glass; change fitter/drier if moisture indicated (DX system).
- h. Note system operation and report discrepancies.
- i. Certify performance of monthly maintenance service and that all discrepancies are reported and corrected.

Quarterly

- a. Check chiller response at various cooling load conditions for proper operations and calibration of capacity control system.
- b. Check operation of freezestat and oil failure switch, record settings
- c. Test and adjust "make-up" water tank.
- d. Certify performance of quarterly maintenance service and report all discrepancies.

Semi-annually

- a. Remove heads of condensers and internally brush tubes at the same time cooling tower is cleaned (water-cooled).

Annually

- a. Change compressor crankcase oil, clean or replace strainer and oil filter.
- b. Clean condenser coils with compressed air, water or cleaning solution (air-cooled).
- c. Megger chiller motor; check relay contacts and electrical connections for tightness.

- d. Test operate control switches, compressor unloading and safeties; calibrate and record settings.
- e. Submit written report on findings to Officer-in-Charge.

8. PACKAGE OR SPLIT DX AIR-COOLED AIR CONDITIONER

Monthly

- a. Clean drip pan and flush condensate drain lines with nitrogen. (Contractor may be liable for water damage due to clogged drains). Install pan tablets if necessary to control algae.
- b. Change all disposable air filters at least once every two months; Use Farr 30/30 or equal.
- c. Wash permanent type filters with an approved detergent and spray coat with an which cannot be cleaned.
- d. Check refrigerant charge and suction and discharge pressures (DX system).
- e. Lubricate and oil all bearings, and connections of dampers and vane to insure proper operation.
- f. Check all drives for wear; adjust belt tension.
- g. Operate equipment for proper operation of all controls; clean-up equipment.
- h. Check refrigerant sight glass; change filter/drier if moisture indicated.
- i. Certify performance of monthly service and that all discrepancies are reported and corrected.

Annually

- a. Check compressor coupling alignment; lubricate or replace noisy bearings.
- b. Clean cooling and condenser coils of dirt accumulation using nitrogen, high pressure water, steam or coil cleaning solution.
- c. Clean return air grille, fresh air intake grille and damper.
- d. Change compressor crankcase oil; clean or replace strainer and oil filter (open compressor).

- e. Check system response at various cooling load conditions for proper operation and calibration of capacity control.
- f. Certify performance of annual maintenance service and report all discrepancies.

9. WINDOW, SELF-CONTAINED, SPLIT AIR CONDITIONERS
(3-1/2 TONS OR LESS)

Quarterly

- a. Clean evaporator and condenser coils with spray coil cleaner; wash unit to remove dirt, oil and debris from fan assembly and chassis.
- b. Clean condensate pan and flush drain line.
- c. Lubricate compressor and fan motor bearings.
- d. Check system refrigerant charge.
- e. Furnish and install new filter.
- f. Check cooling operation; record temperature and setting when compressor cuts in.
- g. Certify performance of quarterly maintenance service.

10. CONTROL SWITCHES (STARTERS, RELAYS, ETC.)

Monthly

- a. Clean contacts; replace if necessary.
- b. Check lead-in wires to see that all connections are tightly secured.
- c. Certify performance of monthly service and report all discrepancies.

Semi-Annually

- a. Thoroughly clean out all dust and dirt from inside of housing.
- b. Check and tighten loose fasteners and adjust spring tensions as required.
- c. Check and operate all release mechanisms to see that they are in proper working order.

- d. Clean out all dust and dirt from inside of all electrical panels by using dry compressed nitrogen to blow out dust and foreign matters.
- e. Certify performance of semi-annual service and report all discrepancies.

11. CLEANING OF MECHANICAL EQUIPMENT ROOMS AND EXHAUST FAN ROOMS

Monthly

- a. Vacuum all equipment surfaces and all related appurtenance.
- b. Vacuum complete floor and platform areas. DO NOT wet floors and platform area where there is no waterproofing.
- c. Wet wash complete floor area with tap water where allowed. CAUTION: DO NOT splash water onto the electrical and mechanical equipment.

12. FRESH AIR INTAKE GRILL

Semi-Annually

- a. Grill shall be cleaned with brush, vacuum or if heavily sooted, the grill shall be cleaned with approved detergent and rinsed with tap water.
- b. Paint to match all corroded or rusted grills.

13. VALVES AND CONDENSER WATER LINE

Quarterly

- a. The Contractor shall exercise all equipment shut-off valves for proper operations and tightness.
- b. Certify performance of quarterly maintenance service.

Annually

- a. Wirebrush, prime and paint rust from pipe surface to prevent further rusting.
- b. Certify performance of annual maintenance service.

14. REMOTE WATER COOLER

Monthly

- a. Dust the exterior of complete unit by compressed air and vacuum.
- b. Clean condenser, adjust water temperature and stream. Check compressor operation, repair as needed

15. TIME CLOCKS

Monthly

- a. Check time clock for proper operation and set time clock operation as directed by the Officer-in-Charge.

16. STAND-BY AND LEAD-LAG EQUIPMENT (PUMPS, CHILLERS, AIR HANDLERS, AIR COMPRESSORS, ETC.)

Monthly

- a. The Contractor shall be responsible for the change over of all stand-by and lead-lag equipment.

1.4 CONDENSER AND CHILLED WATER CHEMICAL TREATMENT

Contractor may subcontract for the chemical and water treatment service, which shall be provided under this contract by a qualified water treatment company experienced in the business or servicing air conditioning chilled water systems. (See "Section 2 - Specifications for Chemical Water Treatment").

Log and date maintenance service actions in a "Chemical Treatment Log Book" (e.g. monthly water analysis, equipment maintenance and repair, chemical feed points and adjustments made).

1.5 CHILLER WASTE OIL DISPOSAL

The Contractor shall dispose of the waste oil yearly, at the same time (within one week), after all the annual services have performed by the Contractor on the chillers and as indicated herein. The chiller waste oil shall be considered as hazardous waste and be properly disposed of accordingly. A manifest report shall be provided. The Contractor or their disposal agency shall be registered with and have a U.S.A., EPA Identification number and be licensed in the State of Hawaii. The Contractor, after having performed the annual services to the chillers including oil change, shall store the used (waste) oil in suitable (no leak), tagged and identified containers within the chiller room awaiting pick-up and disposal. Identification shall include type of waste and approximate amount to the nearest gallon. The Contractor shall collect all waste oil containers identified as chiller waste oil and transport them in US-DOT approved shipping/transportation containers. The Contractor shall make all required arrangements for shipping/transportation with appropriate paperwork and safely ship/transport the containers to a US-EPA approved hazardous waste disposal site. Also, the Contractor shall legally dispose of the existing storage containers. After the disposal of the waste oil, the Contractor shall provide official copies of the US-EPA Uniform Hazardous Waste Manifest to the Judiciary. The Contractor, and any other involved entities, shall be responsible for appropriately cleaning up any spills which may occur during the entire performance of the disposal work, including shipping/transporting and shall support, protest and save harmless the Judiciary in regard to this work.

1.6 PARTS AND MATERIALS

The Contractor shall restore to serviceability all parts that are found to cost less to restore than to replace with a new part. Where parts are worn out and cannot be restored, the Contractor shall replace these parts with new parts. Only new, standard parts manufactured by the maker of each unit or parts of equal quality shall be used. **All part and materials (parts under \$4,000) shall be provided at no additional cost to the Judiciary. Parts exceeding \$4,000 in cost will be paid for by the Judiciary.**

The Contractor shall stock and maintain a supply of spare parts and materials that are required for normal repairs of the air conditioning units. The Contractor shall notify the Judiciary whenever parts are not locally available to accomplish the repairs. The Judiciary reserves the right to have the parts sent by air freight at the expense of the Judiciary.

1.7 EMERGENCY SERVICE AND REPAIR

Emergency service required between regularly scheduled maintenance calls shall be rendered within two (2) hours with the exception of the computer rooms and main chiller rooms which shall be rendered within one (1) hour after the Contractor is notified, non-work days excluded. Emergency service required during non-work days shall be rendered within eight (8) hours. All repairs shall be provided at no additional charge to the Judiciary except as noted.

In the event the Judiciary requests the Contractor to perform repairs after normal working hours, the Judiciary shall compensate the Contractor only for the difference between his normal labor rate and overtime labor rate.

Contractor shall bill chargeable emergency services separately from the contract price.

1.8 EMERGENCY SERVICE PROCEDURES

1. Divisions calls Facilities Management Division to report air conditioner problems.
2. Facilities Management Division notifies Contractor of problem and assigns control number.
3. Contractor will report to Facilities Management Division that day or call the following day and report the status of the emergency call by control number.
 - a. If completed, Contractor will inform Facilities Management Division of their evaluation of the trouble and the action taken to remedy the situation.
 - b. If not completed, Contractor will inform Facilities Management Division of the problem and provide an estimated completion date.

4. Once a week the Contractor shall report on all outstanding emergency calls and their estimated completion date and/or action pending.
5. Facilities Management Division will inform Divisions of pending actions.

1.9 SPECIAL REPORTS

Prior to the commencement with the work on the contract, the Contractor shall submit to the Officer-in-Charge his monthly inspection schedule for the period of the contract.

The Contractor shall also maintain a separate book, record, documents and other evidence pertaining to the maintenance, repair and costs of each air conditioning and ventilation system at the various buildings to the extent and in such detail as will properly and adequately reflect the past maintenance history and cost (labor, materials, parts and equipment).

The Contractor shall also submit an annual updated inventory of all equipment by building at the end of each fiscal year.

1.10 MAINTENANCE CHECKLIST

The Contractor shall prepare and maintain a maintenance checklist/log book and post a checklist/log book on each unit as described herein. The checklist will include the date maintenance was performed, the name of the mechanic who performed maintenance and the type of repair work performed on the unit, if any. It will be the Contractor's responsibility to maintain the checklist/log book by recording the above data after each scheduled maintenance and emergency repairs, and have the checklist/log book available for inspection. At the end of the contract period the Contractor shall submit with their final invoice, completed checklist/log books of all air conditioning and ventilation equipment.

1.11 CLEANUP AND WORK PRACTICE

The Contractor shall keep the job site free of debris, litter, refuse, etc. and shall clean all oil drippings during the daily progress of work. The Contractor shall remove all tools, used or waste oils and fluids, parts and equipment from the service areas upon completion of the

work and legally dispose of, whether hazardous or not, in accordance with EPA and/or other government regulations. The Contractor shall support and defend the Judiciary legally and financially with regard to these regulations.

The Contractor shall exercise caution during the progress of his maintenance and repair work to prevent damage to the ceilings, roofing and other building structure. Contractor shall restore all damages, caused by his negligence, at his own expense when requested by the Judiciary.

The Contractor is not to perform maintenance and repair work until all switches are de-energized, locked, and tagged. The Contractor shall comply with all applicable safety regulations promulgated by OSHA, EPA, and other governmental agencies.

1.12 WORK SCHEDULE

The Contractor shall perform maintenance and inspection services to air conditioning and ventilation systems at the facilities listed herein, all in accordance with the best commercial practices and as required to provide assurance of safety and operational reliability.

Within seven (7) days after the award of this contract, the Contractor shall submit in writing to the Officer-in-Charge, a proposed schedule on Inspection, Preventative Maintenance, Maintenance Checklist and Maintenance Record System, all in sufficient detail to show its adequacy in carrying out the terms of this contract.

All maintenance tasks described herein shall be performed between the hours of 7:30 A.M. to 4:30 P.M. on normal working days, Monday through Friday, excluding State holidays, except as noted.

1. Monthly maintenance tasks shall be performed in the last week of the month, normal working days (Monday through Friday) or as coordinated by the Officer-in-Charge.
2. Quarterly maintenance tasks shall be performed in September, December, March, and June, normal working days or as coordinated by the Officer-in-Charge.

3. Semi-Annual maintenance tasks shall be performed in October and April, normal working days or as coordinated by the Officer-in-Charge. The one exception will be for Ka'ahumanu Hale where the centrifugal chillers semi-annual maintenance tasks shall be performed during non-working hours (weekends).
4. Annual maintenance tasks shall be performed in December, normal working days or as coordinated by the Officer-in-Charge. The one exception will be for Ka'ahumanu Hale where the centrifugal chillers annual maintenance tasks shall be performed during non-working hours (weekends).

In the event the Judiciary requests the Contractor to perform maintenance tasks on the weekend or after normal working hours, the Judiciary shall compensate the Contractor only for the difference between his normal labor rate & overtime labor rate. The Contractor shall be responsible for all other cost as if the work was performed during normal working hours. As noted above (items no. 3 & 4, semi-annual and annual maintenance) the **one exception** will be for Ka'ahumanu Hale in which the semi-annual and annual maintenance task on centrifugal chillers shall be performed on the weekends, therefore, the half-time labor (overtime) cost for this weekend work **shall** be included in the Contractor's bid price for this facility as submitted in the bid proposal. No additional salary compensation will be allowed for this weekend work.

All work performed shall be subject to random periodic inspection by the Officer-in-Charge or a representative of the Judiciary. The Judiciary reserves the right to have the Contractor present at such inspections to be scheduled by the Judiciary periodically.

The Contractor shall be informed of all deficiencies found by the Officer-in-Charge or a representative of the Judiciary. The Contractor shall correct all deficiencies within seven (7) days. If deficiencies are not corrected within the seven-day period, the provision on liquidated damages will be applicable.

1.13 WARRANTY

The Contractor shall submit a written warranty for replacement of any integral part of equipment listed herein, such as compressors, fan motors, etc., as guaranteed by the factory.

The warranty shall consist of period covered from date of installation, make, model number, serial number, department and location of equipment (1st floor, 2nd floor, etc.).

SECTION TWO - SPECIFICATIONS CHEMICAL WATER TREATMENT

2.1 SCOPE

The Contractor may subcontract for the services of a Water Treatment Contractor (WTC) who shall have a minimum of five (5) years water treatment service experience in Hawaii. The Contractor shall provide all necessary equipment, chemicals and services required to control corrosion, scale, algae, and slime in the following systems:

1. Cooling tower
2. Condenser, and
3. chill water

all in accordance with the specifications, special provisions, and terms and conditions herein.

The treatment supplied by the Contractor shall be one that has been designed and tailor-made for the water being used in each system.

The Contractor shall warrant that the chemicals used in the water treatment program and offered herein will not endanger the health or safety of persons coming into contact with the materials and will not damage personal or real property as long as the Contractor's instructions are followed.

Contractor also warrants that the chemicals used in the water treatment program shall have no detrimental effect on the metallic or non-metallic materials in the equipment being treated.

The chemical containers and equipment shall be located within a leak containment system. The Contractor shall have an absorbent and/or clean-up system/program that must be available at each site and be submitted and approved by the Judiciary prior to start date of services.

2.2

MINIMUM REQUIREMENTS OF THE TREATMENT PROGRAM

1. Scale and Corrosion Control

- a. Scale and corrosion shall be inhibited by the controlled use of scale and corrosion prevention materials as herein noted.
 1. The use of essentially toxic and staining corrosion inhibitors such as chromate will not be permitted with the exception of the chilled water system since it is located in a closed system.
 2. The use of inhibitors such as the organic phosphorous type will be permitted.
 3. Corrosion inhibitors selected shall have been proven effective by at least two years' usage in the State of Hawaii by the water treatment contractor.
 4. Poly-phosphates are not considered effective corrosion inhibitors and shall not be permitted.
- b. An automatic feed system is generally installed at the service site for the Contractor's use; however, the Contractor must verify this information and shall install his own feed system if none is currently installed at the site.
 1. The system shall be a completely automatic proportional pump feed and the bleed-off shall be in direct proportion to equipment load indicated by the makeup water.
 2. Control shall be by means of a solid state conductivity meter and flow through probe sensor.
 3. The controller is to be programmed to bleed-off the system and to regulate a preset solution feed pump.
 4. A biocide timer to regulate a preset solution feed pump.
 5. Closed system valve by-pass Pot feeder. Note: Contractor shall use their own injection pump to install chemicals.

- c. The water treatment must constantly prevent the build-up of adherent mineral deposits on the heat transfer surfaces of the equipment being treated. Periodic circulation of inhibited descaling acids will not be considered as meeting these specifications.
- d. The Contractor shall install a test system immediately at the start of the contract. The test system shall include strainer, isolation and Dole valves, piping kit and test coupons. Prior to installation, the Contractor must submit to the Judiciary for approval the proposed test system installation plan layout or schematic piping diagram. The Contractor to perform an ISO 9000 corrosion analysis and test coupons replacement semi-annually at the end of June and December. Make adjustments to the water treatment program as required by findings and submit reports to the Judiciary within one (1) month of coupon replacements. Corrosion rates shall be less than 2 mil per year for copper and 4 mil per year for steel - both with pitting.

2. Biological Growth Control

- a. Bacteria, algae and slime growth shall be prevented in all water circuits by using suitable biocides.
- b. Chemicals may be fed into water circuits requiring continuous make-up by automatic proportional feeding devices or by adding directly to the tower sump as required. Chemicals shall be slug fed into the system on a regular basis and not added continuously.
- c. Bromine oxidizing biocides may be used, but shall not include metallic salts, such as tin. A sufficient halogen residual shall be maintained to prevent Ligonella. Quatenaries may be used, but only with oxidizing biocides.

3. Chemicals

- a. All chemicals shall be supplied in their original factory containers and no dilution of chemicals is allowed.
- b. The chemicals provided must meet OSHA, Environmental Protection Agency, and ISO 9000 requirements for safety to personnel and the environment, and must be approved by the State.
- c. All chemicals supplied shall have been registered and in satisfactory use in Hawaii for at least two years. Bidder may be required to provide evidence of satisfactory performance of the chemical offered. The Judiciary shall be the sole judge of such satisfaction and the Judiciary's decision shall be final.
- d. Chemicals, other than those presently being used in the water treatment program, hereinafter referred as "new chemicals", shall be compatible with the existing chemicals, scale and corrosion inhibitor and broad spectrum bacteristat.
 1. Verification by an independent testing laboratory for the compatibility of the new chemicals shall be submitted upon award and prior to commencement of work.
 2. This verification is required for all chemicals not presently being used in the treatment program.
 3. Should the new chemicals be determined to be incompatible with the chemicals presently in use, the Contractor shall be responsible for flushing the system to remove all chemicals before the new chemicals are introduced into the system. Any damages to the system resulting from the failure of the Contractor to satisfactorily flush the system shall be repaired by the Contractor at his expense and at no cost to the Judiciary.

2.3 SERVICE REQUIREMENTS

1. Upon award of the contract the representative designated in the bid by the Contractor shall visit the service sites to make an initial water analysis and to establish the prescribed treatment program.
 - a. The initial service call shall include establishment of treatment dosages, bleed schedules, and intervals to replenish chemicals for automatic feed system.
 - b. The Contractor shall submit report on the results of the initial water analysis and the prescribed water treatment program including findings and recommendations. This report shall be submitted within three (3) calendar days following the service call to the service call to the Judiciary.
 - c. Contractor shall also submit supplemental reports subsequent to any changes required in the initial prescribed water treatment program.

2. The designated representative of the Contractor shall make service calls and water analysis at intervals of a maximum of thirty (30) calendar days. He shall notify the officer-in-charge prior to conducting the test and upon completion of the test.
 - a. The representative shall make initial application of each material and shall continuously furnish specific treatment of the water as required.
 - b. He shall also investigate any unusual conditions pertaining to scale deposition as indicated by condenser operating data, corrosion, and algae growths, & implement corrective action, as required.
 - c. The Contractor shall submit the results of the water analysis and the prescribed water treatment including findings and recommendations in a report. This report shall be submitted within three (3) calendar days following the service call to the sites.

3. Contractor shall be totally responsible for a continuous water treatment program.
 - a. Contractor shall be available on-site during the performance of the cooling tower and tube cleaning and coordinate the inspection with the Judiciary.
 - b. Chiller tube box for inspection shall be coordinated with the Judiciary as necessary.
 - c. The Contractor shall be totally responsible for the water treatment equipment and shall keep it functioning at its optimum through proper maintenance, repair, or replacement as required including piping and electrical.

4. Condenser Water Chemical Feed System shall be serviced monthly as follows:
 - a. Check chemical feed pumps for proper operation and/or adjust as needed.
 - b. Check agitator motor where applicable.
 - c. Check condition of chemical drums and containment system for leaks and repair/replace and refill as required.
 - d. Check operations of automatic chemical controller system for proper sensor and piping for proper operation. Check for leaks and repair.
 - e. Calibrate chemical feed as required by water analysis from test results.
 - f. Remove empty chemical containers and clean area.
 - g. Certify that system has received monthly service and report all adjustment/discrepancies.

5. Chilled Water Chemical Feed System shall be serviced semi-annually in October and April as follows:
 - a. Check chemical concentration and add chemicals as needed to keep the residual concentration in 800 to 1000 PPM range. Should recharging be required, it shall be performed within one week from discovery or notification along with a new report to be submitted immediately.

- b. Certify that the system has received semi-annual service and report residual concentration and the amount of chemicals used.
6. Contractor shall maintain a "service log" at each chiller room for recording the following information for each visit:
 - a. Name of service representative.
 - b. Date of service.
 - c. Items services, adjusted, repaired, etc.
 - d. Record set points and recommended ranges including (make-up and bleed water meter readings at location where available) and quantities of each chemical used.
 - e. Record and analyze readings of raw and systems water samples to include but be not limited to: P, conductivity (micro-mho), silica, alkalinity, calcium hardness, magnesium, chlorides, bio-organism counts and nitrite residuals.
7. All work done and all material furnished shall be subject to inspection and approval of the Officer-in-Charge so as to ascertain that the services rendered are in accordance with the requirements and intentions of the specifications, special provisions, and the general conditions.

2.4 PENALTIES

The Contractor shall not be responsible for repairs/penalties due to flagrant vandalism, fire, storm, or related damages that can be attributed to causes beyond his control. However, the Contractor shall be responsible for such repairs/penalties if the damages are caused by the Contractor's negligence or failure to properly maintain and repair the equipment/system.

1. The Contractor shall clean the system at no cost to the Judiciary within thirty (30) days of discovery of the Contractor's failure to meet minimum and service requirements.
2. If the corrosion rate exceeds 2 mils per year for copper and/or 4 mils per year for steel, the Contractor shall be assessed damages of \$3,000.00 per chiller in the system.
3. If the bacterial population in the condenser water exceeds 10,000 colonies or is judged to be out of control by the Judiciary, the Contractor shall take immediate corrective action to reduce the population below 10,000 colonies.
4. The Contractor may be assessed \$50.00 per incident for each and every calendar day from the date of non-compliance. If the Contractor fails to correct any condition which does not meet the minimum and service requirements indicated above, the Judiciary reserves the right to require Contractor to replace the Contractor and to not allow the Contractor to bid or participate in any Judiciary work.
5. If water meter readings indicate excessive water usage by the condenser water system in the absence of mechanical problems in the system, the cost of the excess water used as calculated by the Judiciary will be deducted from the Contractors billing to the Judiciary.
6. Should a chemical cleaning of the chiller tubes become necessary, the Contractor shall perform same including the re-brushing of the chiller tubes all at no additional cost to the Judiciary, and in addition be assessed \$500.00 per chiller per occurrence.
7. Should corrosion damage to any part of the system occur due to the use of oxidizing biocides, halogen levels exceeding 0.5 ppm, the Contractor shall be required to repair or correct the damages, and in addition be assessed \$500.00 per chiller per occurrence.

8. Should an unsatisfactory condition be discovered or upon notification, the Contractor shall correct it immediately and re-check the system within one week and submit a new report. Failure to re-check and submit a new report shall cause the Contractor to be assessed a \$25.00 per incident for each and every calendar day from the date of non-compliance until the re-check and report is submitted.

**SECTION THREE - SPECIAL PROVISIONS
TO PROVIDE AIR CONDITIONING AND
VENTILATION SYSTEM MAINTENANCE, AND
CHEMICAL WATER TREATMENT**

BID PROPOSAL NO. J13006

3.1 SCOPE

Work included in this contract shall consist of providing AIR CONDITIONING AND VENTILATION SYSTEM MAINTENANCE, AND CHEMICAL WATER TREATMENT of air conditioning system at various Judiciary Facilities on Oahu in accordance with these Special Provisions, the Specifications and the General Conditions Governing Contracts dated Feb. 2001, Procedural Requirements Governing RFP's and IFB's dated May 2003, and IFB dated October 2012, attached hereto and by reference made a part hereof.

3.2 OFFICER-IN-CHARGE

For the purpose of this contract, Mr. Wayne Taniguchi, Facilities Manager, or his designee shall be designated Officer-in-Charge. The telephone number at which he may be reached is 538-4005.

3.3 TERM OF CONTRACT

The Contractor shall enter into a contract for providing maintenance service of air conditioning and ventilating equipment, and chemical water treatment for an initial period of nineteen (19) months commencing on December 1, 2012 and ending on June 30, 2014. Unless terminated, and subject to the availability of funds, the contract may be extended by the Judiciary for not more than three (3) additional twelve (12) month periods without rebidding, upon mutual agreement in writing at least sixty (60) days prior to expiration, provided, the monthly contract price for each facility for the extended period remains the same as the previous year's contract price or is negotiated as set forth in the Contract Price Adjustment provision.

3.4 EXAMINATION OF SERVICE AREAS

Prospective offerors are required to visit the job sites listed in the Specifications and thoroughly familiarize themselves with existing conditions and the amount and kind of work to be performed. No additional compensation will be made by reason of any misunderstanding or error regarding conditions at the service areas or the amount and kind of work to be performed.

Offeror shall consider the existing equipment to be in "as is" condition, no additional compensation will be allowed for replacing non-working components. Submission of bid shall be evidence that the bidder understands and will comply with these special provision if awarded the contract. All equipment whether listed on the schedule or not, but is a component of the air conditioning system, shall be serviced. The only exception will be for the Old Juvenile Detention Home, in which all window units are not included in this bid, and therefore, will not require servicing.

Appointments to inspect the buildings may be made by telephoning the Officer-in-Charge, between the hours of 7:45 a.m. to 4:30 p.m., except on weekends and State holidays.

3.5 OFFEROR'S QUALIFICATION

Notwithstanding any other provisions stated herein, prospective offerors must be properly certified by the State of Hawaii to perform air conditioning equipment maintenance and to conduct business in the State. Offers submitted by noncertified and unlicensed offerors shall be rejected.

Offeror must have applied for a General Excise Tax (GET) license, and operating as an active air conditioning and ventilation equipment maintenance business prior to October 2007.

Spare Parts. The Contractor shall maintain spare parts, refrigerant and materials that are required for normal repairs and maintenance to air conditioning and ventilating equipment.

Experience and Personnel Qualifications. The Offeror shall have a minimum of five (5) consecutive years experience (immediately prior to the bid opening date) in the field of air conditioning and ventilation equipment maintenance service of centrifugal and reciprocating chillers. Offeror must be able to produce documented maintenance and re[par experience to substantiate their claim of experience. Offeror must employ a minimum of six (6) full-time air conditioning maintenance/repair personnel (as described below) who are regular employees of the Contractor at the time of bid (i.e. only those personnel that currently maintain and repair air conditioning equipment in the field).

The offeror shall have at least two (2) full-time journeymen refrigeration/air conditioning mechanics who are regular employees of the Contractor each with a minimum of five (5) years of centrifugal chiller maintenance and repair experience (immediately prior to the bid opening date) on similar types of equipment as indicated in these specifications.

In addition to the above two centrifugal chiller personnel, the offeror shall have at least two (2) full-time journeymen refrigeration/air conditioning mechanics (regular employees of the Contractor at the time of bid) assigned to perform air conditioning maintenance. Each journeymen mechanic shall have a minimum of three (3) consecutive years of maintenance service experience (immediately prior to the bid opening date) on air conditioning and ventilation equipment as indicated in the specifications.

The bidder shall also have at least two (2) full-time refrigeration mechanics (regular employees of the Contractor at the time of bid) to assist the journeymen refrigeration mechanics. Each mechanic shall have a minimum of three (3) consecutive years of air conditioning maintenance/repair experience (immediately prior to the bid opening date) .

All the employees meeting the experience requirements above and assigned to this contract must reside on the island of Oahu during the duration of this contract. These requirements are necessary to insure adequate emergency and regular maintenance coverage.

The journeymen refrigeration/air conditioning mechanics must provide documentation to show that they are certified journeymen.

All air conditioning/refrigeration mechanics must have a valid refrigeration universal certification classification and must provide proof of this certification at time of bid.

Due to potential leaks or discharge of refrigerant from chillers, all mechanics assigned to work on any chiller shall be trained and certified in the use of a self-contained breathing apparatus at the time of bid submittal.

All prospective offerors shall provide documented maintenance experience records to substantiate their claim of experience as indicated above at the time their offer is submitted.

The Judiciary reserves the right to reject an offer submitted by any offeror who provides false personnel qualifications. Falsification of personnel qualifications, inability to perform the work in accordance with the specifications, utilization of unqualified personnel, or excessively high turnover of personnel assigned to this project shall constitute a breach of contract.

Qualification Form. Offeror must complete and return the qualification form at the time their offer is submitted. If requested by the Judiciary, the offeror shall have five (5) working days to provide additional information/documentation. Failure to do so may result in disqualification of offeror. The Judiciary reserves the right to reject any bid that is missing any requested information or provides false personnel qualifications.

References. Offeror shall list on the proposal form at least five (5) references in the State of Hawaii, other than the Judiciary, for whom offeror has performed a total coverage mechanical maintenance service of air conditioning and ventilation equipment and temperature control system on a regular basis within the last 5 years, that is similar in nature and volume to services specified herein, that will qualify bidder to perform the project. The Judiciary reserves the right to contact the references provided, and the Judiciary reserves the right to reject the bid submitted by any bidder who has not performed air conditioning maintenance that is similar in nature and/or volume to services required or whose performance on other jobs for this type of service has been proven unsatisfactory.

Service Facility. Offeror shall have a service facility on the island of Oahu from where they conduct business and is accessible to telephone calls, complaints or requests that require immediate attention (emergency service). Answering services are not acceptable. Service facility shall include warehousing of spare parts, refrigerants and

materials required for the maintenance and repair of equipment listed in this contract; and where the journeymen and mechanics are dispatched to perform the work specified in this contract. The service facility location shall be stated on the Offer Qualification Form.

License. The Offeror shall possess at the time of bid submittal, a valid State of Hawaii contractor-52 License and the required business and tax licenses in order to conduct business in the State of Hawaii. Both the contractor's license and tax license must be kept in force during the duration of this contract and for any extensions that may be agreed upon. Offeror must provide a valid copy of the contractor's C-52 license at the time of bid submittal.

3.6 BID PREPARATION

All Offers submitted must be on the forms provided and must be in accordance with the terms and conditions stated herein. Any offer offering any other set of terms and conditions contradictory to those included herein will be rejected without further consideration. Submission of an offer in response to this solicitation shall indicate that Offeror understands the scope of services to be provided, and accepts the terms and conditions of the resulting contract, if awarded. 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.

Legal Name. Offeror is requested to submit its offer under its exact legal name as registered at the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.

Bid Price. Work to be done under this contract is a taxable transaction and Offeror receiving award will be required to pay the State of Hawaii General Excise tax.

Maintenance Service. Offeror shall not subcontract this portion of the work. Bid price shall include all cost for labor (including overtime cost for annual and semi-annual weekend work on Kaahumanu Hale's chillers), equipment, parts and

materials (costing less than \$4,000), refrigerants, all applicable taxes and all expenses necessary to service the equipment including all repairs.

Chemical Water Treatment Service. Offeror may subcontract this portion of the work and the bid price shall include all costs for labor, equipment, materials, chemicals, maintenance/repair services, laboratory fees, all taxes and any other expenses necessary as required to control corrosion, scale, biological growth in the following systems: Cooling tower, condenser, and chilled water.

Proposal Guaranty. A Proposal guaranty is not required for this IFB.

Insurance. Offeror shall include in their bid proposal the requested insurance information on the appropriate Offer proposal page as required in Insurance section of these Special Provisions.

References. Offeror shall include in their bid proposal the requested reference information as required in Offeror Qualification section of these Special Provisions.

Qualification Form. Offeror shall complete and submit the required qualification form requested in Offeror Qualification section of these Special Provisions.

Wage Certificate. Offeror shall complete and submit the attached Wage Certificate.

3.7 WAGE CERTIFICATE

Offeror shall complete and submit the attached Wage Certificate by which the Offeror certifies that the services required will be performed pursuant to Section 103-55, H.R.S. Offerors are advised that Section 103-55, H.R.S. 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, the Contractor will be obliged to increase their wage rates accordingly. At the

release of this bid solicitation, the current wage rate of a State employee performing similar work is \$23.54 per hour.

The Contractor shall be obliged to notify its employees performing under this contract of the provisions of Section 103-55, H.R.S. and the current wage rate for public employees performing similar work.

3.8 INSURANCE

The Contractor shall, at his own expense, procure and maintain insurance in full force and effect throughout the term of the contract. The policy or policies of insurance maintained by Contractor shall provide the following limits and coverage:

1. Commercial General Liability Insurance (occurrence form) of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and \$2,000,000.00 aggregate.
2. Automobile Insurance with a combined single limit of not less than \$1,000,000.00 per occurrence.
3. Workers' Compensation, Temporary Disability, Unemployment Insurance, and Prepaid Health Care Health Care to cover all of his employees working in any capacity in executing the contract.

Such insurance policies shall include a proviso whereby the insurer shall notify the Financial Services Administrator in writing of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change. Furthermore, the policies shall name the Judiciary as additionally insured.

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

Prior to execution of the contract, the successful offeror shall provide proof of coverage (certification) of insurance requirements set forth under this section.

3.9 **SUBMISSION OF OFFER**

Offerors shall submit their Offer Forms, Qualification Forms, Standards of Conduct Declaration, and Wage Certificate no later than **2:00 p.m., H.S.T. on November 2, 2012** to:

The Judiciary
Financial Services Division
Contract and Purchasing Office
Kauikeaouli Hale, 6th Floor
1111 Alakea Street
Honolulu, Hawaii 96813

Attn: Newton Sakamoto

Offers should be submitted in envelope clearly marked with Bid Number and Title, and should include Offeror's name. **Proposals received after the above date and time specified will not be accepted and shall be returned to the offeror unopened.**

3.10 **CONTRACT AWARD**

Award, if any, shall be made to the responsive and responsible offeror submitting the lowest Total Bid Price. Offerors must submit a bid price for all facilities/items listed in the offer form in order to qualify for award.

Hawaii Compliance Express. To be eligible for Award, the Contractor must be registered at the Hawaii Compliance Express (HCE) where proof of compliance with the requirements of Chapter 103D-310(c), HRS is obtained. A "Certificate of Vendor Compliance" from HCE provides Contractor with the required clearances from the Internal Revenue Service, State of Hawaii Department of Labor, State of Hawaii Department of Commerce and Consumer Affairs, and the State of Hawaii Department of Taxation office.

HCE allows businesses to register online through a simple wizard interface at the <https://vendors.ehawaii.gov/hce/splash/welcome.html>. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, provides current status as of the issuance date and shall be accepted for both contracting purposes and final payment. For HCE services, contractors must pay an annual fee to the Hawaii Information Consortium, LLC (HIC).

Timely Submission of Certificate. The above certificate should be applied for and Contractor shall be compliant with the requirements of Chapter 103D-310(c) prior to

award of contract. If a valid certificate is not submitted to the Judiciary on a timely basis for award of a contract, an offer responsive and responsible may not receive the award.

Final Payment Requirements. A Hawaii Compliance Certificate will be required for final payment.

3.11 CONTRACT EXECUTION

Successful offeror receiving award shall be required to enter into a formal written contract. The contract shall be enforceable only to the extent that funds have been certified and are available for the purchase of the identified services.

3.12 PERFORMANCE BOND

A performance bond is not required for this IFB.

3.13 CONTRACT EXTENSION

If the option to extend for additional period is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract. Any contract extension must be executed by the Contractor no less than thirty (30) days prior to the scheduled date of termination, otherwise the requirement must be rebid. All contract extensions are subject to the availability of funds.

At the time of the extension, the contract price for the extended period shall remain the same as the previous fiscal year contract price or as negotiated as set forth in the Contract Price Adjustment provision.

3.14 CONTRACT PRICE ADJUSTMENT

Request for contract price adjustment may be approved, effective July 1st of each extended contract period, provided that such adjustment meets the following:

1. Seventy percent (70%) of the monthly contract price for the facility for furnishing maintenance service may be adjusted, provided the wages paid to a State Air Conditioning Mechanic, is adjusted due to contract negotiations during the contract period previous to the extension being negotiated.

2. Increase in contract price shall be limited to the percent of increase in wages paid to the aforementioned State position, provided however, where the Contractor's wages exceed that paid to the aforementioned State position and the percentage increase in the Contractor's wages made during the contract period previous to the extension being negotiated, is less than the percentage increase to the State employee's wages, adjustment will be limited to the percent of adjustment in the Contractor's wage.
3. Thirty percent (30%) of the contract price shall not be subject to increase. The increase requested must result in increase in wages to the Contractor's employees performing the work herein, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefit, workers compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

To qualify for an increase, Contractor must meet the following criteria:

1. Contractor must provide documentation to show that it is in compliance with Section 103-55, H.R.S., i.e. its employees are being paid no less than the known wage of the State position herein. Documentation shall include the employees' payroll records and statement that the employees are being utilized for this contract.
2. Request for an increase must be made in writing to the Judiciary Financial Services Division, Contract and Purchasing Branch, prior to the execution of the supplemental contract.

Note that if a price adjustment is not requested by the Contractor for any extended contract period, it cannot be requested during a future extension period. For example, if a price adjustment is requested during the second contract extension period but not during the first contract extension period, the price adjustment, if approved, will include an adjustment for the second extension period only, not both the first and second extension period - it is **not retroactive**.

3.15 SECURITY CHECK

After the award of contract and before commencement of any work on the project, Contractor shall provide to the Officer-in-Charge, a list of all employees and vehicles to be used on the project sites for security reasons. Information required are as follows:

- a.. Employees: 1) Full Name, 2) Residence Address, and 2) Date of Birth. **Note:** Information provided will be forwarded to the Office of the Sheriff to perform background checks, including obtaining any criminal abstracts. We will not disclose the information to any other person or entity, unless it is mandated by the court or administrative order, or specific law. If we determine that an individual or individuals pose a security risk as a result of the background check, we reserve the right to take appropriate action, such as requesting that you exclude an employee from providing on-site services at our facilities.
- b. Motor Vehicles: Make, year, color, license number, insurance company, policy number and expiration date. This information is required to secure passes for permission to operate such vehicles on Judiciary grounds.
- c. The list of employees and motor vehicles shall be kept current at all times. New workmen or vehicles cannot enter the job site until receipt of clearance is obtained from the Officer-in-Charge. Workmen or vehicles found on site without proper identification shall be removed immediately.
- d. All employees shall check in at the security office prior to starting work and proceed to the work area via an approved route designated by the Officer-in-Charge.

3.16 SERVICE REQUIREMENTS

The Judiciary reserves the right to add or delete air conditioning equipment to this contract. When units are deleted from the contract, the Judiciary will not make adjustments to the contract price, however, the Judiciary reserves the right to replace deleted units on a one-for-one basis without an increase in contract price. Further, the Judiciary reserves the right to add up to five (5) additional units without an increase in contract price. Increase in contract price for additional units in excess of the aforementioned five units shall be negotiated between the Contractor and the Judiciary and shall become binding only upon issuance of an official change order by the Judiciary.

3.17 SERVICE AREAS

The Contractor shall perform the service at the facility in which the units are located. The Judiciary shall notify the Contractor of any subsequent change of unit locations listed on the Equipment Schedule and furnish any other pertinent information necessary for the proper execution of the contract.

3.18 INSPECTION

All work done and all materials furnished shall be subject to inspection and approval by the Officer-in-Charge so as to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications and Special Provisions. He may require additional information as necessary to maintain a record of the service rendered, and also request that the Contractor accompany him on field inspections to be scheduled periodically.

The Contractor shall furnish the Officer-in-Charge two copies of a service check receipt for each unit serviced and a service check list bearing the signature of the maintenance man and the signature of the designated Judiciary officer certifying receipt of services. Services which cannot be certified by a representative of the Judiciary may not be compensated.

3.19 PERFORMANCE OF WORK

While performing the work, the Contractor shall take the necessary safety and precautionary measures to prevent the occurrence of hazardous situations for the Contractor's employees, the occupants of the buildings, and the general public. The Contractor shall at all times conduct his work to assure the least possible interference with the occupants of the buildings and cause the least possible inconvenience to the public.

Property damaged by the Contractor shall be repaired or replaced by the Contractor, at his expense, to the satisfaction of the Officer-in-Charge. The Contractor shall maintain the work area in a clean and safe condition.

3.20 RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract that appears during the course of the work, and shall immediately remedy any defects due to faulty workmanship by the Contractor.

3.21 REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees for unsatisfactory performance of services rendered and to be rendered to the Judiciary, upon request in writing by the Officer-in-Charge.

3.22 CANCELLATION OF CONTRACT

If the Judiciary vacates or discontinues for office use any job site during the contract period, the Judiciary reserves the right to terminate that portion of the contracted services upon thirty (30) days prior written notice with the contract price remaining the same for the job sites still in effect. Further, if any job site is partially or totally made unsuitable for office use due to damage by fire or any other cause beyond the control of the Judiciary, the bid price for that portion of the contracted services shall be renegotiated or terminated as of the date such job site was made partially or totally unusable.

3.23 INVOICING AND PAYMENT

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

The Judiciary of Hawaii
First Judicial Circuit
Fiscal Services Administrator Office
777 Punchbowl Street
Honolulu, Hawaii 96813-5093

Payment shall be made to the Contractor at the monthly contracted price upon certification by the Officer-in-Charge or his designee that the Contractor has satisfactorily performed the required services as specified in the Specifications and in accordance to the General Conditions and these Special Provisions.

For extra work approved by the Officer-in-Charge, a separate detailed invoice is required. Invoices shall contain a description of the work done, the amount and purchase order number authorizing the work. The Contractor shall also submit copies of material invoices and labor time sheets as requested by the Judiciary.

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

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

3.24 LIQUIDATED DAMAGES

It is mutually understood and agreed by and between the parties to the contract that time shall be of the essence in the performance thereof and that in case of failure on the part of the Contractor for any part or parts of the proposal to satisfactorily complete performance of any item in his contract within the time allowed, the Judiciary will be

damaged thereby, and the amount of said damages being difficult, if not impossible, of definite ascertainment and proof, shall be estimated, agreed upon and fixed at the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) for each and every calendar day for each job site the Contractor fails to perform in whole or in part the services required and the Contractor hereby agrees to pay the Judiciary as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay, computed as aforesaid, which liquidated damages shall be deducted from any payments due or to become due to the Contractor.

3.25 CONFLICTS AND VARIATIONS

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the Specifications, the provisions of the document entitled Specifications shall control.

SECTION 4 - OFFER FORM
BID PROPOSAL J13006
TO PROVIDE AIR CONDITIONING AND VENTILATION
SYSTEM MAINTENANCE SERVICE, AND CHEMICAL WATER TREATMENT
OF AIR CONDITIONING EQUIPMENT
AT VARIOUS JUDICIARY FACILITIES ON OAHU

SUBMITTED BY: _____

Honolulu, Hawaii

_____, 2012

Financial Services Administrator
The Judiciary, State of Hawaii
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813

Dear Financial Services Administrator:

The following bid proposal is made to provide the service indicated in the following proposal schedule to the Judiciary, State of Hawaii, at the location(s) required in the specifications, all according to the true intent and meaning of the specifications hereinafter contained.

The undersigned states that he has carefully read and understands the proposal and the specifications for this contract, and that the Financials Services Administrator reserves the right to reject any or all bids and to waive any defects when in his opinion such rejection or waiver will be for the best interest of the Judiciary.

The undersigned hereby proposes to **PROVIDE AIR CONDITIONING AND VENTILATION SYSTEM MAINTENANCE SERVICE, AND CHEMICAL WATER TREATMENT OF AIR CONDITIONING EQUIPMENT AT THE VARIOUS JUDICIARY FACILITIES ON OAHU; JUDICIARY, STATE OF HAWAII**, in strict compliance with the Agreement, Specifications, Special Provisions, and Interim General Conditions attached hereto and made a part hereof for the lump sum bid of:

_____ Dollars

(\$ _____).

The following proposal is hereby submitted.

December 1, 2012 to June 30, 2013 (Fiscal Year 2012-2013)

	<u>Bid Price Per Month</u>		<u>No. of Months</u>		<u>FY 2012-13 Bid Price</u>
<u>Aliiolani Hale</u>	\$ _____	x	<u>7</u>	=	\$ _____
<u>Childrens Justice. Center</u>	\$ _____	x	<u>7</u>	=	\$ _____
<u>Driv Lic Revoc Office</u>	\$ _____	x	<u>7</u>	=	\$ _____
<u>Ewa District Court</u>	\$ _____	x	<u>7</u>	=	\$ _____
<u>Hale Hoomalu (Old DH)</u>	\$ _____	x	<u>7</u>	=	\$ _____
<u>Kaahumanu Hale</u>	\$ _____	x	<u>7</u>	=	\$ _____
<u>Kapuaiwa Building</u>	\$ _____	x	<u>7</u>	=	\$ _____
<u>Kauikeaouli Hale</u>	\$ _____	x	<u>7</u>	=	\$ _____
<u>Kaneohe District Court</u>	\$ _____	x	<u>7</u>	=	\$ _____
<u>Records Management Center</u>	\$ _____	x	<u>7</u>	=	\$ _____
<u>Kapolei Judiciary Complex*</u>	\$ _____	x	<u>7</u>	=	\$ _____
<u>Chemical Water Treatment</u>	\$ _____	x	<u>7</u>	=	\$ _____
FY 2012-13 Total				 \$ _____

	<u>Bid Price Per Month</u>		<u>No. of Months</u>		<u>FY 2013-14 Bid Price</u>
<u>Aliiolani Hale</u>	\$ _____	x	<u>12</u>	=	\$ _____
<u>Childrens Justice Center</u>	\$ _____	x	<u>12</u>	=	\$ _____
<u>Driv Lic Revoc Office</u>	\$ _____	x	<u>12</u>	=	\$ _____
<u>Ewa District Court</u>	\$ _____	x	<u>12</u>	=	\$ _____
<u>Hale Hoomalu (Old DH)</u>	\$ _____	x	<u>12</u>	=	\$ _____
<u>Kaahumanu Hale</u>	\$ _____	x	<u>12</u>	=	\$ _____
<u>Kapuaiwa Building</u>	\$ _____	x	<u>12</u>	=	\$ _____
<u>Kauikeaouli Hale</u>	\$ _____	x	<u>12</u>	=	\$ _____
<u>Kaneohe District Court</u>	\$ _____	x	<u>12</u>	=	\$ _____
<u>Records Management Center</u>	\$ _____	x	<u>12</u>	=	\$ _____
<u>Kapolei Judiciary Complex*</u>	\$ _____	x	<u>12</u>	=	\$ _____
<u>Chemical Water Treatment</u>	\$ _____	x	<u>12</u>	=	\$ _____
FY 2012-13 Total				 \$ _____

*price shall include both Kapolei Judiciary Complex and Kapolei Judiciary Detention Facility

<u>Fiscal Year 2012-13</u>		<u>Fiscal Year 2013-14</u>		<u>Total Bid Price</u>
\$ _____	+	\$ _____	=	\$ _____*

* Total Bid Amount should agree with the Bid Price specified on page 1 of the Offer Form.

A. General Excise Tax License:

Tax License ID Number: _____

Date on G.E. Tax License: _____

B. Insurance coverage is carried by:

Comprehensive General Liability Insurance: _____

C. References Listed below are the names and address of five (5) references from whom the offeror has provided within the last five years or is currently providing total air conditioning services as specified in the special provisions:

<u>Company/Firm</u>	<u>Address</u>	<u>Contact Person</u>	<u>Years Servicing Company</u>	<u>Telephone</u>
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

D. Water Treatment Contractor

Contractor Name: _____

Address: _____

Contact Person: _____

Phone No. _____

Contractor License: _____

Years of Experience _____

The undersigned represents: (Check one only)

A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**

A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture
- Other _____

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

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 (**Hawaii street address**): _____
City, State, Zip Code _____

Respectfully submitted,

Offeror: _____
(Exact Legal Name of Offeror)

Signature: _____

Name: _____

Title: _____

Date: _____

Phone: _____ Fax No: _____

Email Address: _____

ATTACHMENTS

OFFER QUALIFICATION FORM

BID PROPOSAL NO. J13006

The offeror and his personnel shall meet the Experience and Personnel Qualifications as indicated in the Special Provisions of this bid. Please complete this form as fully and explicitly as possible to facilitate our evaluation of your firm. Use additional sheets if necessary and provide documented maintenance experience to substantiate the experience and personnel qualifications provided below and as required in the Special Provisions.

Exact Legal Name of Air Conditioning Contractor: _____

Contractor's Air Conditioning License Number: _____

Service Facility/Business Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

I. Contractor's number of consecutive years of experience (immediately prior to bid opening date) in the field of air conditioning equipment maintenance service of centrifugal and reciprocating chillers in the State of Hawaii: _____

List date and name of facilities/location that Contractor is currently performing maintenance on centrifugal and reciprocating chillers:

II. Number of full-time service employees (i.e. employees that currently maintain/repair A/C equipment in the field) in firm with experience in the field of air conditioning equipment maintenance (Oahu only).: _____

III. Name of full-time service employees, job title and years of experience in the field of air conditioning equipment maintenance as indicated in II. above:

(On Oahu Only)		No. of years
_____ Name of Employee _____	_____ Job Title _____	_____ Experience _____

IV. List at least two (2) full-time journeymen refrigeration/air conditioning mechanics with a minimum of five (5) years centrifugal and reciprocating chiller maintenance/repair experience (immediately prior to bid opening date). The journeyman mechanics shall have successfully completed a course of study in the field of temperature or pneumatic control and refrigeration systems. The journeyman mechanic must have a refrigerant universal certification classification as indicated in the Specifications.

1. Journeyman Mechanic's Name: _____

a. Number of years at present company: _____

b. Number of years experience in centrifugal chiller maintenance/repair: _____

c. Title of and date that course of studies completed:

d. List date, name of facility/location, contact person, phone number and type & model of previous and current employers that mechanic performed centrifugal chiller maintenance and repair:

2. Journeyman Mechanic's Name: _____
- a. Number of years at present company: _____
 - b. Number of years experience in centrifugal chiller maintenance/repair: _____
 - c. Title of and date that course of studies completed:

 - d. List date, name of facility/location, contact person, phone number and type & model of previous and current employers that mechanic performed centrifugal chiller maintenance and repair:

V. List at least two (2) journeymen refrigeration mechanics with a minimum of three (3) consecutive years of air conditioning maintenance experience (immediately prior to bid opening date) as indicated in the special provisions.

1. Journeyman Mechanic's Name: _____

a. Number of years at present company: _____

b. Number of years experience in air conditioning maintenance/repair: _____

c. Title of and date that course of studies completed:

d. List types of air conditioning maintenance experience, and include dates, building/location, experience, contact person and phone number:

2. Journeyman Mechanic's Name: _____

a. Number of years at present company: _____

b. Number of years experience in air conditioning maintenance/repair: _____

c. Title of and date that course of studies completed:

d. List types of air conditioning maintenance experience, and include dates, building/location, experience, contact person and phone number:

VI. List at least two (2) refrigeration mechanics that will assist the journeymen refrigeration mechanics. Each mechanic must have a minimum of two (2) consecutive years of air conditioning maintenance/repair experience immediately prior to bid opening.

1. Mechanic's Name: _____

a. Number of years at present company: _____

b. Number of years experience in air conditioning maintenance/repair: _____

c. Title of and date that course of studies completed:

d. List types of air conditioning maintenance experience, and include dates, building/location, experience, contact person and phone number:

2. Mechanic's Name: _____

a. Number of years at present company: _____

b. Number of years experience in air conditioning maintenance/repair: _____

c. Title of and date that course of studies completed:

d. List types of air conditioning maintenance experience, and include dates, building/location, experience, contact person and phone number:

WAGE CERTIFICATE

Subject: PROPOSAL NO. J13006

Description of Project: TO PROVIDE AIR CONDITIONING AND VENTILATION SYSTEM
MAINTENANCE SERVICE, AND CHEMICAL WATER
TREATMENT OF AIR CONDITIONING EQUIPMENT AT VARIOUS
JUDICIARY FACILITIES ON OAHU.

Pursuant to Section 103-55, Hawaii Revised Statutes, 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. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
2. 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.

I 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 wages required by Section 103-55, Hawaii Revised Statutes.

Offeror: _____

Signature: _____

Name: _____

Title: _____

Date: _____