

HAWAII STATE DEPARTMENT OF EDUCATION  
PROCUREMENT AND CONTRACTS BRANCH

AUGUST 1, 2024

INVITATION FOR BIDS

**Number IFB D24-154**

SEALED BIDS

TO

**PROVIDE**

**MAINTENANCE AND WATER TREATMENT**

**FOR**

**THE AIR CONDITIONING AND HEAT-VENTILATING EQUIPMENT**

**AT**

**VARIOUS SCHOOLS AND OTHER STATE BUILDINGS**

**ON**

**THE ISLANDS OF MAUI, MOLOKAI, AND LANAI**

**will be received through the State of Hawaii eProcurement System (HlePRO) at  
<https://hiepro.ehawaii.gov/welcome.html> until 4:30 p.m., Hawaii Standard Time (HST)**

on

**AUGUST 15, 2024**

Offerors interested in responding to this electronic solicitation must be registered on the HlePRO (<https://hiepro.ehawaii.gov/welcome.html>) in order to participate in this procurement. Registration is free. Once registered, Offerors can login to view and respond to the HlePRO solicitation.

Questions relating to this solicitation may be directed to Albert Perry, Procurement and Contracts Support Specialist, at telephone (808) 675-0130, via facsimile (808) 675-0133, or via email at [albert.k.perry@k12.hi.us](mailto:albert.k.perry@k12.hi.us).

MAINTENANCE AND WATER TREATMENT FOR AIR CONDITIONING AND HEAT-VENTILATING  
EQUIPMENT AT VARIOUS SCHOOLS AND OTHER STATE BUILDINGS  
ON THE ISLANDS OF MAUI, MOLOKAI, AND LANAI  
IFB D24-154

OFFER PAGE OF-1

Exact Legal Name of Offeror, including "dba" or "division" of a corporation (furnish the exact legal name of the entity under which an awarded contract, if any, will be executed):			
Address: Principal Place of Business (may not be a P.O. Box):			
Mailing Address (only if different):			
Payment Address (only if different)			
Offeror's Primary Contact Person: Name			
Title			
Telephone Number		Fax Number	
Email Address			
Federal Tax Identification Number:			
State of Hawaii General Excise Tax License Number:			
Type of Business Entity (check one):	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other _____		
If other than a Sole Proprietorship:	Offeror is either:  <input type="checkbox"/> A <b>Hawaii business</b> incorporated or organized under the laws of the State of Hawaii; <b>OR</b>  <input type="checkbox"/> A <b>Compliant Non-Hawaii business</b> incorporated or organized under the laws of the State of _____ on (date) _____, and, if applicable, registered with the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.  Names of all Offeror's parent, affiliate and subsidiary organizations: _____		

The undersigned has carefully read and understands the terms and conditions specified herein and hereby submits the following offer to provide the goods and/or perform the work specified herein, all in accordance with the true intent and meaning thereof, and further that the Offeror shall comply with all terms, conditions and requirements of the solicitation. The undersigned further understands and agrees that by submitting this offer, 1) the undersigned is declaring the undersigned's offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) the undersigned is certifying that the price(s) submitted was (were) independently arrived at without collusion.

\_\_\_\_\_  
Authorized (Original in ink) Signature

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

The following bid is hereby submitted:

Offeror: \_\_\_\_\_

Item Number	School and/or Building	Unit Bid Price Per Month (A)	Number of Months (B)	Total Bid Price (A x B)
<b>SCHOOLS REQUIRING AIR-CONDITIONING MAINTENANCE SERVICE (Part A)</b>				
<b>Baldwin High School</b>				
1	Building A	\$ -	12	\$ -
2	Building G	\$ -	12	\$ -
3	Building H (Band)	\$ -	12	\$ -
4	Building J	\$ -	12	\$ -
5	Building N (New Library)	\$ -	12	\$ -
6	Building R (Lecture Center)	\$ -	12	\$ -
7	Portable Classroom P-15	\$ -	12	\$ -
<b>Hana High School</b>				
8	Library Conference Room	\$ -	12	\$ -
9	Library Main	\$ -	12	\$ -
10	Band Room	\$ -	12	\$ -
11	Building B	\$ -	12	\$ -
<b>Iao Intermediate School</b>				
12	Building H (Band)	\$ -	12	\$ -
13	Building J	\$ -	12	\$ -
14	Building J (Multi-Media Room)	\$ -	12	\$ -
15	Building J (Cafeteria, Library, Administration, Classrooms)	\$ -	12	\$ -
<b>Kahului School</b>				
16	Modular #1	\$ -	12	\$ -
17	Modular #2	\$ -	12	\$ -
18	Modular #3	\$ -	12	\$ -
19	Modular #4	\$ -	12	\$ -
20	Modular #5	\$ -	12	\$ -
21	Modular #6	\$ -	12	\$ -
22	Modular #7	\$ -	12	\$ -
23	Modular #8	\$ -	12	\$ -

Offeror: \_\_\_\_\_

Item Number	School and/or Building	Unit Bid Price Per Month (A)	Number of Months (B)	Total Bid Price (A x B)
24	Modular #9	\$ -	12	\$ -
25	Modular #10	\$ -	12	\$ -
26	Modular #11	\$ -	12	\$ -
27	Modular #18	\$ -	12	\$ -
28	E1	\$ -	12	\$ -
29	E1	\$ -	12	\$ -
30	E2	\$ -	12	\$ -
31	E2	\$ -	12	\$ -
32	P 18	\$ -	12	\$ -
33	P 19	\$ -	12	\$ -
34	Building D Library	\$ -	12	\$ -
35	Building G Classrooms	\$ -	12	\$ -
<b>Kalama Intermediate School</b>				
36	Building C (Library)	\$ -	12	\$ -
37	Building K (Music)	\$ -	12	\$ -
38	Special Ed. Trailers 1	\$ -	12	\$ -
39	Special Ed. Trailers 2	\$ -	12	\$ -
<b>Kamalii Elementary School</b>				
40	Building A	\$ -	12	\$ -
41	Building B	\$ -	12	\$ -
42	Building C (Cafeteria)	\$ -	12	\$ -
43	Building D	\$ -	12	\$ -
44	Building E	\$ -	12	\$ -
45	Building F	\$ -	12	\$ -
<b>Kaunakakai Elementary School</b>				
46	Administration	\$ -	12	\$ -
47	Library	\$ -	12	\$ -
48	Trailer	\$ -	12	\$ -
<b>Kihei Elementary School</b>				
49	Building A	\$ -	12	\$ -

Offeror: \_\_\_\_\_

Item Number	School and/or Building	Unit Bid Price Per Month (A)	Number of Months (B)	Total Bid Price (A x B)
50	Building B	\$ -	12	\$ -
51	Building C (Cafeteria)	\$ -	12	\$ -
52	Building D	\$ -	12	\$ -
53	Building E-E (Library)	\$ -	12	\$ -
54	P-23	\$ -	12	\$ -
55	Building E	\$ -	12	\$ -
56	Building F	\$ -	12	\$ -
<b>King Kekaulike High School</b>				
57	Building A (Control Room)	\$ -	12	\$ -
58	Building B (Library)	\$ -	12	\$ -
59	Building C (Cafeteria)	\$ -	12	\$ -
60	Building H (Physics Classroom)	\$ -	12	\$ -
61	Building K	\$ -	12	\$ -
62	Building V (Music)	\$ -	12	\$ -
63	Performing Arts Center	\$ -	12	\$ -
64	Transformer Building	\$ -	12	\$ -
<b>Kula Elementary School</b>				
65	Building B	\$ -	12	\$ -
66	Building C	\$ -	12	\$ -
67	Building E	\$ -	12	\$ -
68	Building F	\$ -	12	\$ -
<b>Lahaina Intermediate School</b>				
69	Building G (Cafeteria)	\$ -	12	\$ -
70	Building I Band Room	\$ -	12	\$ -
71	P11	\$ -	12	\$ -
72	P12	\$ -	12	\$ -
73	P13	\$ -	12	\$ -
74	P14	\$ -	12	\$ -
<b>Lahainaluna High School</b>				
75	Building B (Library)	\$ -	12	\$ -

Offeror: \_\_\_\_\_

Item Number	School and/or Building	Unit Bid Price Per Month (A)	Number of Months (B)	Total Bid Price (A x B)
76	Building H Science Building	\$ -	12	\$ -
77	Building K101	\$ -	12	\$ -
78	Building Z Music Building	\$ -	12	\$ -
79	New Classroom Building *Start on June 1, 2025	\$ -	4	\$ -
80	Cafeteria Exhaust Fans	\$ -	12	\$ -
81	Cafeteria Office	\$ -	12	\$ -
82	Cafeteria Supply Fans	\$ -	12	\$ -
83	P 8	\$ -	12	\$ -
84	P 9	\$ -	12	\$ -
85	P 12	\$ -	12	\$ -
86	P-16 (Portable Classroom)	\$ -	12	\$ -
87	P-17 (Portable Classroom)	\$ -	12	\$ -
88	P-18 (Portable Classroom)	\$ -	12	\$ -
<b>Lanai High School</b>				
89	Library	\$ -	12	\$ -
90	B-1	\$ -	12	\$ -
91	B-2	\$ -	12	\$ -
92	B-3	\$ -	12	\$ -
93	C-1	\$ -	12	\$ -
94	Gym	\$ -	12	\$ -
95	S Building (1) Band Room	\$ -	12	\$ -
96	S Building (2) Comp Room	\$ -	12	\$ -
97	A-05 Tech Room	\$ -	12	\$ -
98	V-1 Special Room	\$ -	12	\$ -
99	U-2 Graf Art Room	\$ -	12	\$ -
<b>Lihikai Elementary School</b>				
100	Building A - Library	\$ -	12	\$ -
<b>Lokelani Intermediate School</b>				
101	Building E (Music)	\$ -	12	\$ -

Offeror: \_\_\_\_\_

Item Number	School and/or Building	Unit Bid Price Per Month (A)	Number of Months (B)	Total Bid Price (A x B)
102	Building E (Choral Room)	\$ -	12	\$ -
103	Building G	\$ -	12	\$ -
104	Building H	\$ -	12	\$ -
105	Building I	\$ -	12	\$ -
106	P-1 (Portable Classroom)	\$ -	12	\$ -
107	P-2 (Portable Classroom)	\$ -	12	\$ -
108	P-3 (Portable Classroom)	\$ -	12	\$ -
109	P-4 (Portable Classroom)	\$ -	12	\$ -
110	P-5 (Portable Classroom)	\$ -	12	\$ -
111	P-6 (Portable Classroom)	\$ -	12	\$ -
112	P-7 (Portable Classroom)	\$ -	12	\$ -
113	P-8 (Portable Classroom)	\$ -	12	\$ -
114	P-9 (Portable Classroom)	\$ -	12	\$ -
115	P-10 (Portable Classroom)	\$ -	12	\$ -
116	P-11 (Portable Classroom)	\$ -	12	\$ -
117	P-12 (Portable Classroom)	\$ -	12	\$ -
118	P-13 (Portable Classroom)	\$ -	12	\$ -
119	P-14 (Portable Classroom)	\$ -	12	\$ -
120	P-15 (Portable Classroom)	\$ -	12	\$ -
<b>Makawao Elementary School</b>				
121	Playcourt	\$ -	12	\$ -
<b>Maui High School</b>				
122	Building B	\$ -	12	\$ -
123	Building C	\$ -	12	\$ -
124	Building H	\$ -	12	\$ -
125	Building J	\$ -	12	\$ -
126	Building T	\$ -	12	\$ -
127	P-30 (Portable Classroom)	\$ -	12	\$ -
128	P-31 (Portable Classroom)	\$ -	12	\$ -
129	P-32 (Portable Classroom)	\$ -	12	\$ -

Offeror: \_\_\_\_\_

Item Number	School and/or Building	Unit Bid Price Per Month (A)	Number of Months (B)	Total Bid Price (A x B)
130	P-33 (Portable Classroom)	\$ -	12	\$ -
131	P-34 (Portable Classroom)	\$ -	12	\$ -
132	P-35 (Portable Classroom)	\$ -	12	\$ -
133	P-36 (Portable Classroom)	\$ -	12	\$ -
134	P-37 (Portable Classroom)	\$ -	12	\$ -
135	New Stem/Autism Building	\$ -	12	\$ -
	<b>Maui Waena Intermediate School</b>			
136	Building B	\$ -	12	\$ -
137	Building H (Library)	\$ -	12	\$ -
138	Building I (Administration)	\$ -	12	\$ -
139	Building K (Cafeteria)	\$ -	12	\$ -
140	Building M (Band Room)	\$ -	12	\$ -
141	Building O	\$ -	12	\$ -
142	P-6 (Portable Classroom)	\$ -	12	\$ -
143	P-7 (Portable Classroom)	\$ -	12	\$ -
144	P-8 (Portable Classroom)	\$ -	12	\$ -
145	P-9 (Portable Classroom)	\$ -	12	\$ -
146	P-10 (Portable Classroom)	\$ -	12	\$ -
147	P-11 (Portable Classroom)	\$ -	12	\$ -
148	P-12 (Portable Classroom)	\$ -	12	\$ -
149	TB-1 (Portable Classroom)	\$ -	12	\$ -
	<b>Molokai High and Intermediate School</b>			
150	Trailer	\$ -	12	\$ -
151	Building Q (Library)	\$ -	12	\$ -
152	Building R (Music)	\$ -	12	\$ -
153	Library (VRF system)	\$ -	12	\$ -
	<b>Princess Nahienaena Elementary School</b>			
154	Cafeteria	\$ -	12	\$ -
155	P-8 (Portable Classroom)	\$ -	12	\$ -
156	P-9 (Portable Classroom)	\$ -	12	\$ -



Offeror: \_\_\_\_\_

Item Number	School and/or Building	Unit Bid Price Per Month (A)	Number of Months (B)	Total Bid Price (A x B)
157	Building F Computer Center	\$ -	12	\$ -
158	P-10 (Portable Classroom)	\$ -	12	\$ -
159	P-11 (Portable Classroom)	\$ -	12	\$ -
160	P-12 (Portable Classroom)	\$ -	12	\$ -
<b>Pomaikai Elementary School</b>				
161	Building A	\$ -	12	\$ -
162	Building B	\$ -	12	\$ -
163	Building C (Cafeteria)	\$ -	12	\$ -
164	Building D	\$ -	12	\$ -
165	Building E	\$ -	12	\$ -
166	Faculty Room	\$ -	12	\$ -
<b>Pu'u Kukui Elementary School</b>				
167	Building A	\$ -	12	\$ -
168	Building B	\$ -	12	\$ -
169	Building C	\$ -	12	\$ -
170	Building D	\$ -	12	\$ -
171	Building E	\$ -	12	\$ -
172	Building F	\$ -	12	\$ -
173	Building G	\$ -	12	\$ -
174	Building H	\$ -	12	\$ -
175	Building K	\$ -	12	\$ -
<b>Wailuku Elementary School</b>				
176	Building F	\$ -	12	\$ -
<b>Waihee Elementary School</b>				
177	Building B - LIBRARY	\$ -	12	\$ -
178	Building C (Cafeteria)	\$ -	12	\$ -
179	P-11	\$ -	12	\$ -
180	New Admin Building	\$ -	12	\$ -
<b>Maui Community School For Adults</b>				
181	Annex A	\$ -	12	\$ -

Offeror: \_\_\_\_\_

Item Number	School and/or Building	Unit Bid Price Per Month (A)	Number of Months (B)	Total Bid Price (A x B)
<b>SCHOOLS REQUIRING AIR-CONDITIONING MAINTENANCE SERVICE (Part A) and WATER TREATMENT SERVICE (Part B)</b>				
	<b>Maui High School</b>			
182	Building B (Language Lab)	\$ -	12	\$ -
183	Building C (Library)	\$ -	12	\$ -
184	Building H (Tower)	\$ -	12	\$ -
185	Building J (Band)	\$ -	12	\$ -
	<b>Iao Intermediate School</b>			
186	Building H (Band)	\$ -	12	\$ -
187	Building J (Multi-Media Room)	\$ -	12	\$ -
188	Building J (Cafeteria, Library, Administration, Classrooms)	\$ -	12	\$ -
<b>STATE BUILDINGS REQUIRING AIR-CONDITIONING MAINTENANCE SERVICE (Part A)</b>				
	<b>Department of Agriculture</b>			
189	Building A (PW Project-Under Warranty until 2025)	\$ -	12	\$ -
190	Building B	\$ -	12	\$ -
	<b>Kihei Public Library</b>			
191	Library	\$ -	12	\$ -
	<b>Maui - DAGS Facility</b>			
192	Building A	\$ -	12	\$ -
	<b>Wailuku Health Center</b>			
193	Conference Room	\$ -	12	\$ -
194	Laboratory	\$ -	12	\$ -
195	Nursing (West Side)	\$ -	12	\$ -
196	Nursing (North Side)	\$ -	12	\$ -
197	Mental Health (North Side)	\$ -	12	\$ -
	<b>Wailuku State Office Building Number 2</b>			
198	Building	\$ -	12	\$ -

Offeror: \_\_\_\_\_

Item Number	School and/or Building	Unit Bid Price Per Month (A)	Number of Months (B)	Total Bid Price (A x B)
<b>STATE BUILDINGS REQUIRING AIR-CONDITIONING MAINTENANCE SERVICE (Part A) and WATER TREATMENT SERVICE (Part B)</b>				
	<b>Wailuku State Office Building Number 1</b>			
199	Building	\$ -	12	\$ -
<b>SUB TOTAL BID PRICE (Items 1 through 199)</b>				\$ -

		Unit Bid Price Per Hour* (A)	Number of Hours** (B)	Total Bid Price (A x B)
200	Emergency Service, Authorized Extra Work or Trouble Shooting and Repair for Heat Abatement Air Conditioning	\$ -	350	\$ -
<b>TOTAL SUM BID PRICE (Items 1 through 200)***</b>				\$ -

\* Offeror to enter hourly labor rate here. This hourly rate shall be used as the Hourly Labor Rate for all cost proposals for Emergency Service, Authorized Extra Work, or Trouble Shooting and Repair for Heat Abatement AC ordered by the CA, and shall be inclusive of all travel time, taxes, profits, and other associated costs.

\*\* The Number of Hours (350) is estimated only and is not guaranteed. Total hours may increase or decrease depending on emergency and/or CA-authorized repairs assigned.

\*\*\* This is the total sum bid price a contract award will be based on.

## WAGE CERTIFICATE

Subject:

Project Number	IFB D24-154
Project Description	Maintenance and Water Treatment for Air Conditioning and Heat-Ventilating Equipment at Various Schools and Other State Buildings on the Islands of Maui, Molokai, and Lanai

Pursuant to §103-55, HRS, I hereby certify that, if awarded a contract in excess of \$25,000.00, the services to be performed will be performed in accordance with 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.

Services Performed by Laborers and Mechanics:

The Contractor or the Contractor's subcontractor shall give a copy of the rates of wages to each laborer and mechanic employed under the contract by the Contractor at the time each laborer and mechanic is employed; provided that the Contractor does not have to provide the Contractor's employees the wage rate schedules where there is a collective bargaining agreement.

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.

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

I understand that, in addition to the base wages required by §103-55, HRS, all payments required by Federal and State laws that employers must make for the benefit of their employees shall be paid.

Offeror \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## SPECIFICATIONS

### PART A

#### Maintenance Service of the Air Conditioning and Ventilating Equipment

##### I. SCOPE

The CONTRACTOR shall furnish all labor, materials, parts, tools, lubricants, refrigerant, equipment, transportation, and supervision necessary for the complete inspection, maintenance, and repairs to the air conditioning and heat-ventilating equipment located at the various schools and other state buildings as listed herein on the attached "Exhibit B - Schedule of Air Conditioning and Ventilating Equipment." The CONTRACTOR shall guarantee the satisfactory operation of all air conditioning and ventilating systems within the scope of this contract such that the room temperature can be maintained between 72 degrees Fahrenheit and 75 degrees Fahrenheit.

##### II. DESCRIPTION OF WORK

###### Inspection and Assessment of Existing Equipment:

The CONTRACTOR shall be responsible to inspect and assess the existing air conditioning and ventilation equipment at the Maui, Molokai, and Lanai District schools and State buildings as listed herein on the attached "Exhibit B – Schedule of Air Conditioning and Ventilating Equipment Schedule" prior to bidding on this contract.

###### **Maintenance work:**

The CONTRACTOR shall be totally responsible for all costs necessary for the maintenance services, including but not limited to, response to all STATE trouble calls regardless of the reason(s) for the call.

###### **Repair work:**

The STATE shall compensate the CONTRACTOR for replaced mechanical part or component and the connected accessories and **the CONTRACTOR shall be responsible for all labor and other costs**. For more details, please refer to Section IV Parts and Materials.

The guaranteed full-service maintenance contract shall not relieve the CONTRACTOR from performing the specified schedule maintenance service and repair service.

The CONTRACTOR shall perform **complete maintenance and repair services**, including, but not limited to, inspections, recurring maintenance, responding to trouble calls, trouble shooting, performing repair work, emergency service and re-setting air conditioning equipment schedule as requested by STATE for all equipment included in this contract. Complete maintenance and repair services shall cover all equipment and appurtenances that are not listed but are part of the system, including but not limited to Variable Air Volume (VAV) boxes, duct smoke detectors, and motorized dampers. These services shall be performed by trained Heating, Ventilation and Air-Conditioning (HVAC) certified Journeyman Technicians with a minimum of five (5) years of field experience in accordance with the requirements of the latest edition of the American Society of Mechanical Engineers standards and all other applicable laws, including, but not limited to regulations, rules ordinances, codes, and the best commercial practices governing the maintenance of the types of air conditioning systems and services as specified herein or the manufacturer's original specifications, whichever is more stringent.

The CONTRACTOR shall repair or replace all worn, failed or doubtful components and parts, regardless of cause, to ensure satisfactory operation of the air conditioning and ventilation equipment. Replacement parts shall be new, standard parts manufactured by the maker of each unit or of equal design and quality to maintain systems integrity and serviceability. The CONTRACTOR shall be responsible for the electrical and built-in control (except Direct Digital Controls (DDC) web control system) of each unit from the disconnect switch to the unit, including all electrical problems. Any questions as to the satisfactory performance of maintenance service and repairs and the satisfactory operation of all equipment and systems shall be determined by the Contract Administrator (CA).

**Repairs due to unforeseen events:**

The CONTRACTOR shall not be responsible for repairs due to flagrant vandalism, fire, theft, storm, rainstorm, flood, lightning and other damages caused by unusual events (Pests such as ants, geckos or rodents-caused damages are not considered unusual event; electrical supply issues such as surge or power fluctuations in classrooms or buildings, or involving only two (2) or three (3) equipment, are not considered as unusual event) as determined solely by the CA. However, the CONTRACTOR shall be responsible for such repairs and associated costs if the damages are caused by the CONTRACTOR's failure to properly maintain and repair the equipment or caused by CONTRACTOR's negligence, e.g., failure to reinstall protective covers causes motor, compressor or condenser to burn during rainstorm and/or thunderstorm.

**Heat abatement unit repairs:**

The CONTRACTOR shall not be responsible for regular or scheduled maintenance service for Heat Abatement Ductless Split AC Units (Exhibit C – Heat Abatement AC School List) powered either by Electric or Photovoltaic (PV) system. However, trouble shooting and repair work on the Heat Abatement AC Units shall be performed by the CONTRACTOR only if ordered by the CA. For repair work which can be attributed to a cause beyond the CONTRACTOR's control, including trouble shooting and repair work ordered by the CA for Heat Abatement Ductless Split AC Units, the CONTRACTOR shall submit a cost proposal to the CA. Upon approval by the CA, a purchase order will be issued to the CONTRACTOR for the repair work. If the CA and the CONTRACTOR cannot agree on the price, the STATE reserves the right to bid out the repair work, including but not limited to a formal STATE solicitation.

**A. Air Handling Units and Fan Coil Units:**

On a monthly basis, the CONTRACTOR shall perform the following procedures:

1. Clear and clean all drip pans and all related condensate drain lines with nitrogen or other applicable means. CONTRACTOR may be liable for water damages due to clogged drains which are not cleaned regularly as specified. Install pan tablets if necessary to control algae.
2. Change all disposable air filters including automatic filters as required, but at least once every two (2) months or sooner if needed. The CONTRACTOR shall use MERV 8 pleated FARR 30/30 or approved equal. The thickness of filters shall be the size specified by the air handler manufacturer. The CONTRACTOR shall not stack up multiple thinner filters in one slot.
3. 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.
4. Lubricate and oil all fan and motor bearings, and connections of dampers and vanes. Check controls to ensure proper operation.
5. Check all drives for wear; adjust belt tension. Replace belt as required.

6. Check UV lights and CO<sub>2</sub> monitor systems; repair and/or replace items as required to keep systems operating properly. Recalibrate the CO<sub>2</sub> monitor system **quarterly**.
7. Check back-draft and motor-controlled dampers and operators for proper operation; lubricate linkage for free movement.
8. Operate equipment to check for proper operation, unusual noise and vibration. Adjust, repair, and correct all discrepancies before certifying service report.

On a semi-annual basis, the CONTRACTOR shall perform the following procedures:

1. Adjust alignment of bearings and sheaves, lubricate fan and motor bearings. Replace worn or noisy bearings or sheaves.
2. Wash cooling coils and clean all dirt accumulation, using water washer, steam or surfactant chemical coil cleaner (alkali or acidic cleaners not allowed) as necessary. This service only required annually for units equipped with properly working UV lights.
3. Remove and wash all supply and return air and supply air grilles, register and diffusers and exterior surfaces of all related air conditioning equipment. Clean fresh air intake grille and damper, and repair and/or replace deteriorated bird and/or insect screens.
4. Check and adjust belt tension with deflection gauge and replace worn belts.
5. Adjust, repair, and correct all discrepancies before certifying service report.

On an annual basis, the CONTRACTOR shall perform the following procedures:

1. Check pressure drop and temperature differential across coils, and log readings. Clean strainers and check vents and drains on chill water coils.
2. Replace any UV light tubes that have not been replaced since the last annual service.
3. Replace all fresh intake filter bags, with new bags where applicable.
4. Secure all loose housing, seal leaks, and touch-up paint after cleaning all rust.
5. Check condition of insulation; repair and/or reinsulate properly and immediately, including any time disturbing of insulation is required to make repairs, or upon discovery or notification.
6. Calibrate pneumatic and/or electric temperature controls.
7. Clean all fan wheels and interior housings.
8. Adjust, repair, and correct all discrepancies before certifying service report.

**B. Temperature Controls:**

**a. Pneumatic**

On a monthly basis, the CONTRACTOR shall perform the following procedures:

1. Check air compressor for wear and noise, adjust and/or replace belt or sheaves as required, check and add oil as required.
2. Drain air tank and check and clean traps.

3. Inspect entire air systems for leaks and repair.
4. Check thermostats, controllers, smoke detectors, control dampers, control valves and actuators for proper operation; lubricate, adjust, and recalibrate as required. Adjust room thermostat to maintain 75 degrees Fahrenheit.
5. Check control dampers for tight closing, bent blades, defective linkage, etc. and repair as required.

On a semi-annual basis, the CONTRACTOR shall perform the following procedures:

1. Check oil in air compressor, change all air filters.
2. Inspect valve assemblies, check and adjust.
3. Adjust and calibrate pneumatic and related controls as required.
4. Record compressor running time and cut-in, cut-out pressures.

On an annual basis, the CONTRACTOR shall perform the following procedures:

1. All pneumatic and related controllers shall be checked for presence of moisture or oils, control port and seat alignment and response of capillaries; and shall be repaired, adjusted, and calibrated as required.
2. All pneumatic and related control devices shall be checked for leaks, sticking stems, air tightness, broken or weak springs, ruptured diaphragms, and shall be lubricated, repaired, adjusted, and calibrated as required, including repacking, rediscing and reseating of control valves as required.
3. All automatic dampers shall be checked for tight closing, bent blades, defective linkage, and shall be repaired as required.
4. Clean all external parts of air compressor and drive, presence of moisture, safety valve operation and make all necessary repairs and adjustments. Lubricate electric motor bearings. Compressed air filters shall be cleaned and/or replaced. Change crankcase oil.
5. Inspect valve assemblies, check and adjust.
6. Record compressor run time and cut-in and/or cut-out pressures.
7. Dust clean by compressed air or electrical solvent on all electric control devices.
8. Repair or replace worn parts or complete controls with new or reconditioned equivalents, as conditions warrant.

**b. Electric**

On a semi-annual basis, the CONTRACTOR shall perform the following procedures:

1. Check and calibrate all control devices, including valves and actuators.
2. Check operation, lubricate and adjust control dampers.
3. Dust clean by compressed air or electrical solvent on all control devices.



**C. Packaged Water Chiller, Reciprocating Compressor, Air-Cooled Condenser and/or Condensing Unit:**

On a monthly basis, the CONTRACTOR shall perform the following procedures:

1. Check and record entering and leaving water temperatures and pressures of chilled water and water-cooled condenser in "maintenance log book."
2. Check and record refrigerant compressor suction and discharge and oil pressures.
3. Visual check for water, refrigerant and oil leakage; correct or repair as required. Check vibration isolator mounts.
4. Check compressor, fan, and motor bearings for abnormal temperature and unusual noise; lubricate and/or replace as required.
5. Adjust chilled water temperature setting for seasonal change.
6. Check refrigerant sight glass; change filter and/or drier if moisture indicated (DX system). Check compressor oil level and add oil as required.
7. Check air-cooled condenser fans, sheaves, belts; tension, adjust, or replace as required.
8. Adjust alignment of bearings and sheaves for fans, motors, and compressors, and replace worn or noisy bearings or sheaves.
9. Note and run system operation through complete operating cycle and adjust for proper operation.
10. Certify performance of monthly maintenance service and correct and report all discrepancies.

On a quarterly basis, the CONTRACTOR shall perform the following procedures:

1. Check chiller response at various cooling load conditions for proper operation and calibration of capacity control system and record settings.
2. Check operation of freezestat and oil failure switch; record settings.
3. Clean condenser coils of all dirt and/or salt accumulation with water, steam or surfactant chemical coil cleaning solution (alkali or acidic cleaners not allowed) (air-cooled).
4. Test and adjust "make-up" water and expansion tank.
5. Certify performance of quarterly maintenance service and correct and report all discrepancies.

On a semi-annual basis, the CONTRACTOR shall perform the following procedures:

1. Remove heads of condenser and internally brush tubes at the same time cooling tower is cleaned (water-cooled); as applicable coordinate with the water treatment contractor and coordinate with Maui-Department of Accounting and General Services (DAGS).
2. Lubricate all fan, motor, and pump bearings as required.

3. Certify performance of semi-annual maintenance service and correct and report all discrepancies.

On an annual basis, the CONTRACTOR shall perform the following procedures:

1. Have compressor crankcase oil analyzed and submit written report; replace if contaminated; clean or replace strainer and oil filter.
2. Check and clean or replace all strainers, filters, and refrigerant and/or driers.
3. Test operate control switches, compressor unloading and safeties; calibrate and record settings. Adjust as required.
4. Megger compressor motor and submit report; check starter relay and control contacts and electrical connections for tightness and clean as required.
5. Check and clean all unit housings (inside, outside, and components), seal leaks, and remove rust from exterior component and touch-up paint with matching color, immediately upon discovery or notification.
6. Certify performance of annual service, report and correct all discrepancies. Submit maintenance report in writing to CA.

**D. Ventilating Fans (Exhaust and Supply):**

On a quarterly basis, the Contractor shall perform the following procedures:

1. Check back-draft and motor-controlled dampers and operators for proper operation; lubricate linkage for free movement.
2. Lubricate fan and motor bearings.
3. Check belt wear and tension; adjust or replace as needed.
4. Check sheaves for wear, replace as needed.
5. Check fan collar, bearings and shaft for wear, repair or replace as needed.
6. Replace air filters where installed.

On a semi-annual basis, the CONTRACTOR shall perform the following procedures:

1. Check and clean fan wheels and housings of dust, dirt, and grease.
2. Remove and wash all intake and/or exhaust or supply grilles, registers, louvers and dampers; repair or replace deteriorated bird and/or insect screens.
3. Change air filters as required.

**E. Pumps:**

On a monthly basis, the CONTRACTOR shall perform the following procedures:

1. Check packing glands and seals on all water pumps for excessive leakage. Adjust, tighten, repair, or replace as required.

2. Lubricate; and check pump and motor bearings including pump couplings for abnormal temperature and unusual noise or vibration and repair or replace as needed.
3. Lubricate motor and pump bearings as necessary.

On a semi-annual basis, the CONTRACTOR shall perform the following procedures:

1. Remove and clean strainer for all condenser pumps after tower cleaning.
2. Check and blow down strainer to chilled water pumps. Remove and clean strainer if excessive debris is noted.
3. Check condition of insulation; repair and/or reinsulate properly and immediately, including any time disturbing of insulation is required to make repairs, or upon discovery or notification.
4. Log suction and discharge pressures for all pumps.
5. Clean and remove all dust and foreign matter. Clean all rust spots and scratches and touch up paint with matching color, immediately upon discovery or notification.
6. Check motor coupling for alignment; mounting bolts are secure.

**F. Packaged or Split DX Air Conditioning Units:**

On a monthly basis, the CONTRACTOR shall perform the following procedures:

1. Perform the monthly tasks of **Part A, II. Description of Work, A. Air Handling Units and Fan Coil Units** and **Part A, II. Description of Work, C. Packaged Water Chiller, Reciprocating Compressor, Air-Cooled Condenser and/or Condensing Unit**

On a quarterly basis, the CONTRACTOR shall perform the following procedures:

1. Perform the quarterly tasks of **Part A, II. Description of Work, C. Packaged Water Chiller, Reciprocating Compressor, Air-Cooled Condenser and/or Condensing Unit**

On a semi-annual basis, the CONTRACTOR shall perform the following procedures:

1. Perform the semi-annual tasks of **Part A, II. Description of Work, A. Air Handling Units and Fan Coil Units** and **Part A, II. Description of Work, C. Packaged Water Chiller, Reciprocating Compressor, Air-Cooled Condenser and/or Condensing Unit**

On an annual basis, the CONTRACTOR shall perform the following procedures:

1. Perform the annual tasks of **Part A, II. Description of Work, A. Air Handling Units and Fan Coil Units** and **Part A, II. Description of Work, C. Packaged Water Chiller, Reciprocating Compressor, Air-Cooled Condenser and/or Condensing Unit**
2. Certify performance of all services, report and correct all discrepancies. Submit maintenance report in writing to CA.

**G. Standby and Lead-Lag Equipment (Pumps, Chillers, Cooling Towers, etc.) Control Panels, Switches, and Time Clocks:**

On a monthly basis, the CONTRACTOR shall perform the following procedures:

1. The CONTRACTOR shall be responsible for the operational changeover of all standby and lead-lag equipment (monthly, unless otherwise indicated).
2. Check lead-in wires to see that all connections are tightly secured. Clean contacts and replace if necessary.
3. Check and adjust time settings as directed or required. Charge battery for back-up if applicable, as necessary.
4. Should time clock fail - replace with electronic type with capacitance back up (Batteries NOT ALLOWED).
5. Should bypass timer switch fail - replace with adjustable 4-hour programmable electronic selector switch or push button; add or revise wiring as necessary.
6. Should insects and/or vermin enter device housings, correct by providing: door gaskets, screens over air vents, and seal conduit openings entering the housing.

On a semi-annual basis, the CONTRACTOR shall perform the following procedures:

1. Thoroughly clean out all dust and dirt from inside of housing.
2. Check and tighten loose fasteners and adjust spring tensions as required.
3. Check and operate all release mechanisms to see that they are in proper working order.
4. Clean out all dust and dirt from inside of all control and/or electrical panels by using dry compressed nitrogen to blow out dust and foreign matters.
5. Certify performance of all services, report and correct all discrepancies. Submit maintenance report in writing to the CA.

#### **H. Centrifugal/ Screw Chiller:**

On a monthly basis, the CONTRACTOR shall perform the following procedures:

1. Check and record entering and leaving chiller water and condenser water temperatures and pressures in maintenance log.
2. Check and record head pressure, oil pressure and system pressure; check oil heater.
3. Check oil pump operation; service purge compressor and purge system.
4. Check for refrigerant and oil leakage; recharge system.
5. Adjust chilled water temperature setting for seasonal changes.
6. Check, adjust and/or calibrate the oxygen and/or refrigerant monitor and alarm system.
7. Certify monthly performance of chiller operation and maintenance service. Correct and report all discrepancies.
8. Check purging controls. If purge pump activates frequently, check for leaks and report.
9. Check moisture indicating a sight glass and drain water accumulation. If excessive moisture is present and pump does not cycle, check for source of water leak.

10. Check oil level in cup on the control modulating motor and refill as required (Carrier).
11. Turn oil filter handle on sump cover, two or three revolutions (Trane).
12. Review daily operating log for abnormal conditions and report any discrepancies. Wipe down chiller and check operation of all gauges and indicating lamps.
13. Certify that equipment has received monthly service and submit written service report to CA.

On a quarterly basis, the CONTRACTOR shall perform the following procedures:

1. Check chiller response at various load conditions for proper operation and calibration of capacity control system.
2. Check safety and purge controls; record settings.
3. Certify performance of quarterly service and correct and report all discrepancies.

On a semi-annual basis, the CONTRACTOR shall perform the following procedures:

1. Remove heads of condenser and internally brush tubes at the same time cooling tower is cleaned; coordinate with water treatment contractor and Maui-DAGS.
2. Perform pressure test to detect refrigerant leaks.
3. Check condition of insulation; repair and/or reinsulate properly and immediately, including any time disturbing of insulation is required to make repairs, or upon discovery or notification.
4. Certify performance of semi-annual service and correct and report all discrepancies.
5. Check, test, and adjust all safety controls, switches, loading and unloading of the chiller; record settings for each machine on tags and affix to machine.
6. Check and report any oil pump wear and oil leaks.
7. Check functioning of all control valves, gauges, thermometers. List defective items and submit written report to CA.
8. Clean purge drum, lubricate purge motor bearings, and adjust belt tension (Trane).
9. Clean and remove all dust and foreign matter in the chiller control panels with air or other safe means.
10. Test and adjust "make-up water" for chilled water system.
11. Lubricate vane linkage arms (Trane). DO NOT LUBRICATE VANE LINKAGE BELLOWS ASSEMBLY OR THE SHAFT OF THE PNEUMATIC VAN OPERATOR.
12. Check purge unit inlet drier cartridge and replace.
13. Check and record motor amperage for each chiller for 24-hour period. Adjust lead-lag controls for each chiller as directed by the Maui-DAGS. Adjust chiller control to obtain proper loading and cycling for optimum running.

14. Clean all rust spots and scratches and touch-up paint with matching color.
15. Certify that chiller has received semi-annual service and submit semi-annual maintenance report including recommendations for each chiller to the CA.

On an annual basis, the CONTRACTOR shall perform the following procedures:

1. Have chiller and purge compressor oil analyzed and submit written report. (Continuous oil monitoring system may be used in lieu of testing.)
2. Replace oil cooler filter cartridge; change oil if recommended by analysis and per manufacturer's recommendations.
3. Check refrigerant; replace filter drier.
4. Inspect purge compressor and drum; clean and replace wearing parts.
5. Electronic leak test entire system and repair all leaks.
6. Megger chiller and oil pump motors, check relay contacts and electrical connections.
7. Test and operate control switches; unloaders, safeties; calibrate and record settings.
8. Clean and remove all dust and foreign matter. Clean all rust spots and scratches and touch up paint with matching color, immediately upon discovery or notification.
9. Certify performance of annual maintenance service, report and correct all discrepancies. Submit maintenance report in writing to CA.

#### **I. Screw-Type Chillers:**

On a monthly basis, the CONTRACTOR shall perform the following procedures:

1. Check evaporator and condenser pressures at the gauges on the unit(s) and record the readings of each equipment. CONTRACTOR shall report and troubleshoot any discrepancy with recommendations of corrective action to the CA.
2. Inspect refrigerant filter.
3. Inspect oil filter pressure drop indicator. Replace oil filter as required.
4. Check oil level and refrigerant charge.
5. Clean all water strainers in both chilled and condensing water piping systems.
6. Check refrigerant temperature drop at full load.

On a semi-annual basis, the CONTRACTOR shall perform the following procedures:

1. Have a qualified laboratory perform a compressor oil analysis to determine moisture content acid level. CONTRACTOR shall report result and troubleshoot any discrepancy with recommendations of corrective action to the CA.
2. Tighten all electrical connections in the control panel and starter panel.

On an annual basis, the CONTRACTOR shall perform the following procedures:

1. Test vent piping of all relief valves for presence of refrigerant to detect improperly sealed valves. Replace as necessary.
2. Test the differential pressure switch setting.
3. Measure the compressor motor winding resistance to ground. A QUALIFIED SERVICE TECHNICIAN SHOULD CONDUCT THIS CHECK TO ENSURE THAT THE FINDING ARE PROPERLY INTERPRETED. CONTRACTOR shall submit report and troubleshoot any discrepancy with recommendations of corrective action to the CA. Overhaul or replacement of a compressor is not included in the scope of work and will be an additional cost item.
4. Check oil level and refrigerant charge.
5. Leak-test the chiller and check operating and safety controls and electrical components.

**J. Cooling Towers and Evaporative Condensers:**

On a monthly basis, the CONTRACTOR shall perform the following procedures:

1. Check and adjust water make-up float valve and bleed rate.
2. Check general condition of tower interior and water distribution pattern.
3. Check and lubricate motor and fan bearings.
4. Check all drives for wear; adjust belt tension. Replace belts or sheaves as required.
5. Remove foreign material from inside the tower, vacuum basin residue as required.
6. Check for leaks, patch, correct, or repair immediately upon discovery or notification.
7. Certify performance of monthly maintenance service and correct and report all discrepancies to the CA.

On a semi-annual basis, the CONTRACTOR shall perform the following procedures:

1. Drain, clean, and flush tower; coordinate with water treatment contractor and Maui-DAGS.
2. Clean condenser suction screen, drift eliminators, spray nozzles, vacuum basin residue.
3. Certify semi-annual cleaning of towers and correct and report any discrepancies to the CA.

**K. Window and Duct-Less Split DX Air Conditioners (3-1/2 Tons or Less):**

On a quarterly basis, the CONTRACTOR shall perform the following procedures:

1. Clean and wash evaporator and condenser coils of all dirt and/or salt accumulation with water, steam, or surfactant chemical coil cleaner (alkali or acidic cleaners not allowed); wash unit to remove dirt, oil, and debris from fan assembly and chassis.
2. Clean, wash, or furnish and install new filter as required.

3. Check and clean condensate pan and flush drain lines.
4. Lubricate compressor and fan motor bearings.
5. Check system refrigerant charge.
6. Run and check units operation and controls through complete cycle, record temperature and setting when compressor cuts in.
7. Certify performance of quarterly services, report and correct all discrepancies. Submit maintenance report in writing to the CA.

**L. Valves and Condenser Water Lines, Equipment and Supports**

1. The CONTRACTOR shall exercise all equipment shut-off valves quarterly for proper operation and tightness.
2. Wirebrush and remove rust from pipe, equipment and support surfaces, then prime and paint to prevent further rusting. Perform work **immediately upon discovery or notification**.

**M. CLASSROOM HEATING UNITS:** Heating units to be operational during winter months from December 1st through February 28th of each year

**a. Gas-Fired Heaters:**

Start-up Inspection and Service

Start-up check to be initiated on or around November 1st of each year.

1. Clean and remove dirt, grime, soot, and old grease from the unit.
2. Lubricate motor and bearings as necessary.
3. Inspect belts and pulleys and adjust as necessary.
4. Check burners and clean and adjust burner orifices as necessary.
5. Check condition of exhaust flue. Repair and/or replace as necessary.
6. Check thermostat and on and off switch.
7. Test run each heater for a minimum of 1 (one) hour and make repairs and adjustments as necessary.

On a monthly basis, the CONTRACTOR shall perform the following service:

1. Service to be done only when the units are operational during the months of December, January, and February.
2. Check motor, belts, pulleys, and bearings and adjust or replace as necessary.
3. Clean and remove dirt, dust, and grime from grilles and fan blades.
4. Certify performance of monthly service and report any discrepancies to the CA.



## **b. Boiler-Fed Heater System**

### Start-up Inspection and Service

1. Start-up check to be initialed on or around November 1st of each year.
2. Check pumps and pump motors. Inspect pump seals for leakage. Lubricate motor and bearings as necessary. Repair and/or replace as necessary.
3. Check valves and piping for leaks and repair as necessary. Replace pressure gauges that are not working properly.
4. Check gas pressures and regulators. Purge and/or prime lines if necessary.
5. Drain storage tank, boiler, and hot water piping and refill with clean water.
6. Inspect boiler heat exchanger tubes and clean as necessary.
7. Inspect boiler burners and burner orifices and clean as necessary.
8. Check boiler pilot light and re-light if out.
9. Inspect roof ventilator fan and motor. Lubricate motor and bearings and adjust belt and pulley as necessary.
10. Check condition of exhaust flue. Repair and/or replace if necessary.
11. Inspect fan coil units and check for leaks. Clean all dirt and grime from grilles.
12. Replace fan coil unit air filters.
13. Lubricate fan coil unit fan and motor bearings.
14. Check and adjust fan coil unit belt tension.
15. Check fan coil unit thermostats and on and off switches.
16. Test run boiler-fed system for a minimum of two (2) days and make repairs and adjustments as necessary.

### On a monthly basis, the CONTRACTOR shall perform the following service:

1. Service to be done only when the units are operational during the months of December, January, and February.
2. Check boiler room. Boiler should be operating properly. Check pumps for leaks, loud noises, and overheating, repair and adjust as necessary.
3. Lubricate pump motors.
4. Check fan coil units for leaks and abnormal noises, repair and adjust as necessary.
5. Lubricate fan coil unit motors.
6. Change fan coil unit air filters.

7. Certify performance of monthly service and report any discrepancies to the CA.

**N. Cleaning of Mechanical Equipment Rooms or Enclosures:**

On a monthly basis, the CONTRACTOR shall perform the following procedures:

1. Vacuum or wipe clean all equipment surfaces and all related appurtenance.
2. Vacuum clean or sweep complete floor and platform areas. DO NOT wet floor and platform area where there is no waterproofing.
3. Wet wash complete floor area with tap water where allowed. CAUTION: DO NOT splash water onto the electrical and mechanical equipment.
4. Remove all used, deteriorated, replaced, discarded parts and related debris.
5. Remove tall grass, brush, or other vegetation within outdoor enclosures, which affects operation or maintenance of equipment.
6. Notify Maui-DAGS of any dangerous conditions, improper storage of furniture, materials and supplies which impacts CONTRACTOR's work within rooms and enclosures, including vandalism.

**O. WATER TREATMENT SERVICE OF AIR CONDITIONING SYSTEMS**

1. CONTRACTOR may subcontract for the chemicals and water treatment service, which shall be provided under this contract by a qualified water treatment company experienced in the business of servicing air conditioning water systems. (See "SPECIFICATIONS, Part B - Water Treatment Service of Air Conditioning Systems" and "SUBCONTRACTING" provision in the SPECIAL CONDITIONS listed herein.)
2. Log and date maintenance service actions on a service report to be submitted to STATE and in a "Chemical Treatment Log Book" (e.g. monthly water analysis, equipment maintenance and repair, chemical feed set points and adjustments made, annotate amount of each chemical used and on-hand).

**III. TROUBLE CALL PROCEDURES FOR AIR CONDITIONING AND VENTILATION SERVICE**

1. School and/or Office informs the Maui-DAGS, via fax, phone, email, or other means available of air conditioning and ventilating problem. School and/or Office shall also submit a work order thru Maximo, which is an automated work order system that the Hawaii State Department of Education uses.
2. CONTRACTOR shall NOT respond to calls from school and/or office. CONTRACTOR shall inform school and/or office to contact Maui-DAGS via fax, phone, email or other means available.
3. Maui-DAGS shall notify CONTRACTOR of problem with the assigned work order number via facsimile, email or other.
4. CONTRACTOR shall call Maui-DAGS, no later than the next day, and report the status of the problem by work order number.

- a. If **completed**, CONTRACTOR shall inform (via fax, phone, email or other means available) Maui-DAGS of the CONTRACTOR's evaluation and the action taken to remedy the situation. CONTRACTOR shall have the appropriate school and/or office's representative sign the completed work order and return to the Maui-DAGS office via facsimile, email or other means available.
  - b. If not completed, CONTRACTOR shall inform (via fax, phone, email or other means available) Maui-DAGS of the problem and provide an estimated completion date.
5. Once a week the CONTRACTOR shall report (via fax, phone, email or other means available) on all outstanding trouble calls and the CONTRACTOR's estimated completion date and/or action pending.
  6. Maui-DAGS shall inform school and/or office of pending actions, via fax, phone, email, or other means available.
  7. Unauthorized extra work performed on a trouble call may not be compensated, as determined by the CA.

**The CONTRACTOR shall be responsible for all costs of responding to the trouble calls regardless of the reason(s) for the call.**

#### **IV. 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.

For repair work to AC units as listed in Exhibit B, the STATE shall compensate the CONTRACTOR for replaced mechanical part or component and the connected accessories at supplier's invoice price plus a mark-up not exceeding twenty percent (20%), which shall include cost of material, shipping costs if applicable, overhead, profit, taxes and any other incidental expenses, and the CONTRACTOR shall be responsible for all labor and other costs. A cost proposal with an estimate of the replaced mechanical parts or components and the connected accessories plus a mark-up not exceeding twenty percent (20%) shall be submitted to CA for approval for the repair work. Please see SPECIAL CONDITIONS, Invoicing and Payment sections for further instructions regarding invoicing and payment.

The CONTRACTOR shall maintain a supply of spare parts, refrigerant, and materials that are required for normal repairs and maintenance to air conditioning and heat-ventilating equipment. The CONTRACTOR shall notify the STATE whenever parts are not locally available to accomplish the repairs. The STATE reserves the right to request that the parts be shipped by air freight at the expense of the STATE and cost shall not include CONTRACTOR mark-up.

Should the CONTRACTOR elect to purchase parts from the mainland at reduced prices, even though the part is available locally, the STATE reserves the right to require the CONTRACTOR to air express (next day delivery) the parts at the CONTRACTOR's expense.

The CONTRACTOR shall include all costs necessary to maintain a supply of refrigerant (virgin or equal quality) for the life of the contract and shall maintain a record of refrigerant usage for each location and comply with all government regulations and shall support and protect the STATE with regard to these regulations. Recovery or storage of refrigerant shall be included at no additional cost to the STATE.

The CONTRACTOR shall include all costs necessary to maintain a supply of refrigerant (virgin or equal quality) for the life of the contract and shall maintain a record of refrigerant usage for each location and comply with all government regulations, and shall indemnify and defend the STATE from all legal and financial liabilities with regard to these regulations. Recovery or storage of refrigerant shall be included at no additional cost to the STATE. **Topping off, refilling and/or recharging refrigerant for maintenance and repair work shall be included in the bid price.**

#### V. STANDARD HOURS OF COVERAGE

All scheduled maintenance tasks shall be performed between the hours of 7:30 A.M. and 4:00 P.M., Monday through Friday, excluding State holidays.

#### VI. WARRANTY

The CONTRACTOR shall submit a written warranty for replacement of any integral part of equipment listed herein, including but not limited to, compressors, fan motors, as guaranteed by the factory.

The warranty shall consist of the period covered from date of installation, make, model number, serial number, name of school, and location of equipment (including but not limited to the library, band room, office,) and shall be provided to the STATE.

There will be some air conditioning units that are covered by manufacturer's and installer's warranties and/or initial maintenance service agreement. The expiration dates of these units will be provided by the STATE. As the warranties and/or agreements expire, the CONTRACTOR shall commence service on these units and shall continue to service them for the remaining period of the contract. The CONTRACTOR cannot refuse to accept the additional and/or replace equipment. Any increase in the contract price for these units shall be negotiated between the CONTRACTOR and the STATE and shall become binding only upon issuance of contract modification by the STATE.

#### VII. EMERGENCY SERVICE AND AUTHORIZED EXTRA WORK

##### Emergency Service

Emergency service required between regular maintenance calls shall be rendered within three (3) hours after the CONTRACTOR is notified provided that notification is received by 1:00 P.M. on a work day. If notification is received after 1:00 P.M., the CONTRACTOR shall respond to the emergency by the beginning of the following work day.

The CONTRACTOR shall respond to MAJOR emergencies as soon as possible regardless of the time of day. Major emergencies include broken refrigerant lines, broken chilled water lines, blown compressors, burned motors, etc. **All repairs shall be provided at no additional charge to the STATE.** The CONTRACTOR shall provide copies of the past maintenance history and cost upon request by the CA. As repair jobs are completed, the CONTRACTOR must notify the CA daily, and not longer than weekly, of the status of repairs and estimated completion time.

The STATE reserves the right to have maintenance or repair tasks to be performed on the weekends or after normal operating hours. Whenever the STATE exercises this right, compensation to the CONTRACTOR shall be based on one and one-half (1 1/2) the hourly rate provided by CONTRACTOR, on the appropriate offer pages, for its employees which includes applicable fringe benefits, mileage, travel, and tax costs. The CONTRACTOR shall be responsible for all other costs as if the work was performed during normal working hours.

### **Authorized Extra Work**

Repairs due to unforeseen events or authorized extra work are chargeable. For as-needed or unforeseen repairs authorized by the CA, the STATE shall compensate the CONTRACTOR for replaced mechanical parts, units or components and the connected accessories at supplier's invoice price plus a mark-up not exceeding twenty percent (20%), which shall include the cost of material, shipping cost if applicable, overhead, profit, taxes and any other incidental expenses. Compensation for labor shall be in accordance with the CONTRACTOR'S hourly labor rate price.

When "chargeable" emergency services are necessary, including CA ordered trouble shooting, the CONTRACTOR shall promptly provide the CA within twenty-four (24) hours of the notification of the repair trouble call, with an estimated cost and shall receive advance approval from the CA prior to performing any such work over three (3) hours labor or \$500.00 total cost.

When authorized extra work are necessary, including CA ordered trouble shooting for Heat Abatement Ductless Split AC Units, the CONTRACTOR shall provide the CA within three (3) working days of the notification of the repair trouble call, with an estimated cost and shall receive advance approval from the CA prior to performing any such work over three (3) hours labor or \$500.00 total cost.

A written quotation shall follow within forty-eight (48) hours of any "chargeable" services performed, containing the following minimum information:

- a. Description and breakdown of material, parts and labor costs;
- b. Extra costs such as airfreight; and
- c. Completion date.

CONTRACTOR shall bill such "chargeable" services or authorized extra work, including CA ordered trouble shooting and repairs for Heat Abatement Ductless Split AC Units, separately from the contract price. Unless the CONTRACTOR is given a separate purchase order authorizing the CONTRACTOR to make such repairs, the STATE shall not be held responsible for payment of any such work performed by the CONTRACTOR.

### **VIII. SPECIAL REPORTS**

Prior to commencement with the work on the contract, the CONTRACTOR shall submit to the CA the CONTRACTOR's 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 for each air conditioning system at the various schools to the extent and in such detail as will properly and adequately reflect the past maintenance history and cost (labor, materials, parts, and equipment).

### **IX. MAINTENANCE CHECKLIST**

The CONTRACTOR shall prepare and maintain a maintenance checklist and/or log book and post a checklist and/or log book on each unit as described herein. The checklist and/or log book shall include the date maintenance was performed, the name of mechanic who performed said maintenance, and the type of repair work performed on the unit, if any. It will be the CONTRACTOR's responsibility to maintain the checklist and/or log book by recording the above data after each scheduled maintenance and emergency repairs, and have the checklist and/or log book available for inspection at the school and/or public building sites.

### **X. CLEANUP AND WORK PRACTICES**

The CONTRACTOR shall keep the job site free of debris, including but not limited to, litter, refuse, worn and/or damaged, discarded parts, and shall clean and remove all fluids, oil, grease

drippings or spills during the daily progress of work. The CONTRACTOR shall remove all tools, used parts, fluids and lubricants, and equipment from the service area upon completion of the work. CONTRACTOR shall also legally dispose of used parts, fluids, oils and lubricants, whether hazardous or not, in accordance with the Environmental Protection Agency (EPA) and/or other government regulations including providing written records, as required. The CONTRACTOR shall support and protect the STATE legally and financially with regard to these regulations.

CONTRACTOR shall exercise caution during the progress of maintenance and repair work to prevent damage to any of the building utilities and structure. The CONTRACTOR shall immediately restore and correct all damaged equipment and property caused by the CONTRACTOR's negligence, by CONTRACTOR's employees or equipment, at the CONTRACTOR's own expense when or as requested by the STATE and to the CA's satisfaction. If such repairs are not completed immediately, the CA reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein, and to deduct from any moneys due or that may thereafter become due to the CONTRACTOR, the difference between the price named in the contract and the actual cost to the STATE. In case any money due the CONTRACTOR is insufficient for said purpose, the CONTRACTOR shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

## **XI. WORK SCHEDULE**

The CONTRACTOR shall perform total coverage maintenance and repair services to air conditioning and heat-ventilating systems in the various schools and other public buildings as listed herein, including any other equipment not listed but which are permanently part of the existing systems and not newly installed, 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 CA, a proposed schedule of inspection, preventative maintenance, a maintenance checklist, and a maintenance record system, all in sufficient detail to show its adequacy in carrying out the terms of this contract.

CONTRACTOR shall include forms and checklists to be used by the CONTRACTOR's maintenance personnel in the performance of the contract requirements for approval by the STATE. The STATE reserves the right to provide the CONTRACTOR with preprinted maintenance worksheets to be completed by the CONTRACTOR.

All maintenance tasks described herein shall be performed between the hours of 7:30 A.M. to 4:00 P.M. on normal working days, Monday through Friday, excluding state holidays.

- A. Monthly maintenance procedures shall be performed in the last week of the month, normal working days (Monday through Friday) or as coordinated by Maui-DAGS. Monthly service reports shall be certified by CA. Monthly service shall be performed not less than three (3) weeks or more than **five (5) weeks** from the last service period.
- B. Quarterly maintenance procedures shall be performed in March, June, September, and December on normal working days (Monday through Friday) or as coordinated by Maui-DAGS. Quarterly service reports shall be certified by CA.
- C. Semi-Annual maintenance procedures shall be performed in April and October on normal working days (Monday through Friday) or as coordinated by Maui-DAGS. Semi-Annual service reports shall be certified by CA.
- D. Annual maintenance procedures shall be performed in the month of July on normal working days (Monday through Friday) or as coordinated by Maui-DAGS. Annual service reports shall be certified by CA.

The CONTRACTOR is required to schedule the work to accommodate business and classroom times to prevent disruption and/or may be required to return at a more appropriate time all at no additional cost to the STATE, but work must be performed and not missed.

All work performed by the CONTRACTOR shall be subject to random periodic inspection and testing by the CA or the CA's representative. The STATE reserves the right to have the CONTRACTOR present at such inspections to be scheduled by the STATE periodically.

All CONTRACTOR service reports, whether regular maintenance, trouble call, emergency or authorized extra work, shall be filled out properly and completely at the time of service and shall include: day and date, time start, time complete, service performed, materials used and costs, control number, service person, and shall be certified (signed) by a representative of the school or state building.

FALSIFICATION OF RECORDS SHALL CONSTITUTE A BREACH OF THIS CONTRACT.

## **XII. INSPECTION**

All work done and all materials furnished shall be subject to random periodic inspection and approval by the CA so as to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications, the Special Conditions, and the General Conditions. The CA may require additional information as necessary to maintain a record of the service rendered, and also request that the CONTRACTOR accompany the CA on field inspection to be scheduled periodically.

The CONTRACTOR shall furnish the CA three (3) copies of a service check receipt for each unit serviced and a service check list bearing the signature of the maintenance personnel performing the services and the designated state employee certifying receipt of services. Services which cannot be certified by a representative of the school or state building may not be compensated.

The CONTRACTOR shall be responsible to inspect any newly installed equipment in the Maui District prior to the acceptance of those equipment by STATE and included in the maintenance schedule.

## **XIII. SAFETY PRECAUTIONS**

Whenever maintenance and repair work is performed during school hours when the site is accessible to school children and other people, the CONTRACTOR shall not perform work until all safety-type barricades are in place. The CONTRACTOR shall not perform maintenance and repair work until all switches are de-energized, locked, and tagged. All services, equipment and/or parts to be provided by the CONTRACTOR shall comply with all applicable federal, state and city and county safety requirements, especially the provisions of the Occupational Safety and Health Act (OSHA), EPA, and other governmental agencies.

CONTRACTOR shall submit copies of Material Safety Data Sheets (MSDS) to the Maui-DAGS prior to taking any chemicals to the schools for maintenance purposes. CONTRACTOR shall submit the CONTRACTOR's policy statement regarding venting, recovery, recycling, and replacement of chlorofluorocarbon (CFC) and hydrochloroflourocarbons (HCFC) refrigerants for Maui-DAGS review and approval. CONTRACTOR shall track refrigerants used on site including current inventory, equipment leaks, and leakage rates and shall submit report to Maui-DAGS on a semi-annual basis.

## **XIV. SECURITY REQUIREMENTS**

The CONTRACTOR must be aware of the heightened security conditions at all state facilities

covered by this contract. The CONTRACTOR is requested to be aware of any suspicious activity or obvious breach of security in relation to or during the course of the CONTRACTOR's work at any of the state facilities; this shall be reported to the CA with as much detailed information as possible. The CONTRACTOR must keep the work areas closed and secure before, during and after performing services. Any doors and/or gates left open and unsecured may be liable for security breaches and be charged at one hundred dollars (\$100.00) per incident per day, per location.

The CONTRACTOR shall be required to schedule and coordinate maintenance service, emergencies, or repair work at state facilities in advance before work can commence. A letter from the STATE to the respective facility(ies) may be required. Upon award of the contract and prior to the start of the work, the CONTRACTOR shall be required to submit to the STATE a background security check for each personnel assigned to this contract. Any employees found to have a history of sexual abuse, drug abuse, or felony conviction shall not be allowed on school premises or perform the work under this contract.

The CONTRACTOR's vehicles and personnel shall be properly identified via use of company signage and/or logos, uniforms, name tags or identification cards. The CONTRACTOR shall be required to sign in at the main office when entering state property and shall also be required to check out after work has been completed.



**SPECIFICATIONS**  
**PART B - Water Treatment of Air Conditioning Systems**

CONTRACTOR shall provide all necessary equipment, chemicals, and services required to control corrosion, scale, and biological growth in the cooling tower, condenser water, and chilled water systems located at various school and state building sites as listed herein.

A one chemical-combined type-system is NOT allowed. Two or more chemical type system - such as a biocide and scale and/or corrosion inhibitor-is required and shall be provided by the Water Treatment Contractor (WTC).

Water Treatment service shall be performed in accordance with, but not be limited to, the Water Treatment Service Specifications of this solicitation as a minimum.

**GENERAL**

1. Offeror may subcontract for the services of a WTC who shall provide water treatment services which shall include furnishing of all necessary equipment, chemicals, and services required to control corrosion, scale, and biological growth in the following systems:
  - a. cooling towers, evaporative condensers;
  - b. condenser water (open or closed loop), and
  - c. chilled water.

The work shall be in accordance with the Specifications, Special Conditions, and the General Conditions specified herein; using qualified personnel with a minimum of three (3) years of field experience in maintaining an air conditioning water treatment program. These services may be subcontracted to a WTC.

2. A minimum of 10% of the estimated annual usage of chemicals specified herein must be delivered to the service sites within one week of the start date of this contract. Each package of chemicals delivered shall be labeled with directions for usage per the approved dosage for each chemical.
3. The treatment supplied by the WTC shall be one that has been especially designed and tailor-made for the water being used in each system.
4. The WTC 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, damage personal or real property, have a detrimental effect on the metallic or non-metallic materials in the equipment being treated; as long as the WTC instructions are followed.
5. The chemical containers and equipment shall be located within a leak containment system. The WTC shall have and provide an absorbent and/or clean-up system and/or program that shall be available at each site, and be submitted and approved by the STATE prior to start date of this contract (if none is currently provided).
6. All material and equipment that is found to be missing shall be provided by the WTC at each site as required for the execution of this work and shall become the property of the STATE. Therefore, any costs for the materials and equipment used must be included in the bid price as submitted. The WTC shall submit an updated list of all equipment and parts included in the Water Treatment system to the STATE once a year at the end of the contract period, including name, model number, serial number, description, et cetera.
7. The WTC shall provide any and all testing (example; Legionella, et cetera) as may be required to safeguard and protect the STATE should suspect conditions, allegations, or complaints be

experienced or as requested at no additional cost to the STATE.

#### 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. The chilled water system is a closed system and can use nitrite solutions.
  - 2) The use of inhibitors such as the organic phosphorous type shall be used for steel.
  - 3) The use of inhibitors such as azole type shall be used for copper.
  - 4) The WTC selected corrosion inhibitors shall have been proven effective by at least two (2) years usage in the State of Hawaii.
  - 5) The WTC selected scale inhibitors shall have been proven effective by at least two (2) years usage in the State of Hawaii.
  - 6) 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 WTC's use; however, the WTC must verify this information and shall furnish and install in whole or part that which is missing from the system as currently installed at the site.
  - 1) The system shall include a completely automatic proportional pump(s) feed and the bleed-off shall be in direct proportion to equipment load indicated by the makeup water (condenser water).
  - 2) Control shall be by means of a solid state conductivity meter, controller, and a flow through probe sensor (condenser water).
  - 3) The controller is to be programmed to bleed-off the system and to regulate a preset (adjustable) solution inhibitor feed pump (condenser water).
  - 4) A biocide timer to regulate a preset (adjustable) solution biocide feed pump (condenser water).
  - 5) Closed system valved bypass Pot feeder (chilled water). Note: Not all sites have Pot feeder, nor is the CONTRACTOR required to supply it for the contract. WTC shall use their own injection pump to install chemicals when required and/or requested to maintain residual.
- 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 and/or alkaline will not be considered as meeting these specifications.
- d. Certified corrosion test coupon rack kit with test coupons to establish corrosion rates in the condenser water system may not be currently installed at all service sites; therefore, the **WTC shall install a test system at each missing site immediately at the start of the contract.** Test system shall include strainer, isolation and Dole valves, piping kit, and test coupons all wall mounted adjacent to the controller, pumps, et cetera on a removable, painted all sides, 3/4

inches thick marine plywood backboard. Corrosion rates shall be less than two (2) mils per year for copper and four (4) mils per year for steel - both with no pitting. Corrosion analysis, necessary adjustments, and reports to the STATE shall be done quarterly in September, December, March, and June. Reports shall qualify the type of corrosion occurring- general, localized, or pitting; and quantify (in mils) the maximum localized or pit depth and general corrosion loss rate.

2. Biological Growth Control

- a. Bacteria, algae, and slime growths shall be prevented in all water circuits by using suitable biocides. Total colonies shall not exceed 10,000 using 48 hour incubation dip slides of the easicult variety.
- 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. Stabilized bromine oxidizing biocides shall be used, but shall not include metallic salts, such as tin. A sufficient halogen residual shall be maintained to prevent Legionella. Quaternaries 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. Handling of chemicals shall be by the WTC and shall include specific application information, safety, and quality control information, including MSDS sheets.
- b. The chemicals provided must meet OSHA, EPA, Office of Environmental Quality Control (OEQC), 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 (2) years. Offeror may be required to provide evidence of satisfactory performance of the chemicals offered. The STATE shall be the sole judge of such satisfaction and the STATE'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 bacteriostat.
  - 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 WTC 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 WTC to satisfactorily flush the system shall be repaired by the WTC at their own expense and at no cost to the STATE.
- e. The STATE will require the WTC to use the STATE's existing on-site stock of chemicals before purchasing additional chemicals. If the existing chemicals are not compatible with the new chemicals, they shall be legally disposed of by the WTC within the first two months of the contract and at no cost to the STATE. All other on-site aged, unused or stored chemicals must

also be legally disposed of by the WTC within the first two months of the contract and at no cost to the STATE.

### SERVICE REQUIREMENTS

1. Upon award of the contract, the representative designated in the bid by the WTC shall visit the service sites to make an initial detailed chilled, condenser, and raw water analysis to establish the prescribed treatment program respectively.
  - a. The initial service call shall include establishment of treatment dosages, bleed schedules, and interval to replenish chemicals for automatic feed systems.
  - b. The WTC shall submit a report on the results of the initial water analysis and the prescribed water treatment program for each site including findings and recommendations. These reports shall be submitted within three (3) calendar days following the service call to the STATE.
  - c. The WTC shall also submit supplemental monthly, semi-annual and other supplemental reports as required and shall initiate and document any changes required in the initial prescribed water treatment program to the STATE.
2. The designated representative of the WTC shall make service calls and water analysis and/or testing at intervals of a maximum of thirty (30) calendar days for condenser water and one hundred eighty (180) calendar days for chilled water, or sooner if required or notified of concern. WTC shall notify Maui-DAGS prior to conducting the service and upon completion of the service and/or testing.
  - a. The representative shall make initial application of each material and shall continuously furnish specific treatment of the water as required.
  - b. The representative shall also investigate any unusual conditions pertaining to scale deposition as indicated by condenser operating data, corrosion, and algae growths, and implement corrective action, as required.
  - c. The WTC shall submit the results of the water analysis and the prescribed water treatment including findings and recommendations and service requirements performed in a report. This report shall be submitted within three (3) calendar days following the service call.
3. The WTC shall be totally responsible for a continuous water treatment program.
  - a. The WTC shall be available on-site during the performance of the cooling tower and condenser tube cleaning services and coordinate the inspection with the CONTRACTOR and the STATE. Only one (1) chiller per site can be down at any time.
  - b. The WTC shall coordinate with other air conditioning maintenance contractors maintaining a common building system to accomplish a total air conditioning system maintenance program.
  - c. The WTC shall be totally responsible for the Water Treatment equipment and shall keep it functioning at its optimum through proper maintenance, repair, alter, and replacement of equipment as required including piping and electrical.
4. Cooling Tower, Evaporative Condenser, and Condenser Water (open loop) Chemical Feed System shall be serviced monthly as follows:
  - a. Check chemical feed pumps for proper operation and/or adjust if needed.
  - b. Check condition of chemical drums and containment system for leaks and repair and/or replace and refill as required.

- c. Check operations of automatic chemical controller system, sensor and piping for proper operation. Check for leaks and repair.
  - d. Calibrate chemical feed as required by water analysis from test results. Indicate amount of each chemical used at each site and remaining amount.
  - e. Log water meter readings for makeup and bleed at sites where available. Remove empty chemical containers and clean area.
  - f. Certify that system has received monthly services and report all discrepancies, adjustments, repairs or corrections performed to the STATE.
5. Chilled Water and Condenser Water (closed loop) Chemical Feed System shall be serviced semiannually in April and October as follows:
- a. Check chemical concentration and add chemicals as needed to keep the residual concentration at or above 800 PPM. Should recharging be required, it shall be performed within one week from discovery or notification.
6. The WTC shall maintain a "service log" at each chiller room for recording the following information for each visit, also include in submitted regular service reports and recheck service reports:
- a. Name of service representative and date of service.
  - b. Items serviced, adjusted, repaired, etc.
  - c. Record set points and recommended ranges including (make-up and bleed water meter readings at locations where available) and quantities of each chemical used and remaining.
  - d. Record and analyze readings of raw and systems water samples to include but not be limited to: **pH, conductivity (micro-mho), silica, alkalinity, calcium hardness, magnesium, chlorides, bio-organism counts, halogen levels and nitrite residuals.**
7. All work done and all material furnished shall be subject to inspection and approval of the CA so as to ascertain that the services rendered are in accordance with the requirements and intentions of the Specifications, Special Conditions, and the General Conditions.

## **SPECIAL CONDITIONS**

### **GENERAL INFORMATION**

#### **1. Addenda and Interpretations**

Discrepancies, omissions, or questions related to this solicitation shall be communicated in writing to the Hawaii State Department of Education, Procurement and Contracts Branch (PCB) via facsimile at (808) 675-0133 or e-mail to [albert.k.perry@k12.hi.us](mailto:albert.k.perry@k12.hi.us) for interpretation and must be received no later than seven (7) calendar days prior to the date fixed for the close of bids.

Interpretation(s), if any, and any supplemental instructions will be in the form of written addenda that will be made available to all HlePRO registered Offerors prior to the date fixed for the close of bids. Failure of any Offeror to receive any such addenda or interpretations shall not relieve the Offeror of any obligation under this solicitation. All addenda issued shall be incorporated into the resulting contract.

#### **2. Scope**

Work under this agreement shall consist of providing Maintenance and Water Treatment for Air Conditioning and Heat-Ventilating Equipment at Various Schools and Other State Buildings on the Islands of Maui, Molokai, and Lanai and shall be in accordance with these Special Conditions, the attached Specifications, and the State of Hawaii's General Conditions AG-008 (latest revision).

#### **3. Contract Administrator**

For purposes of this contract, Lono Beamer, Program Manager or the Program Manager's successor, is designated Contract Administrator (CA). The CA can be contacted by telephone at 808-784-6836, via facsimile at 808-733-2102, or via e-mail at [lonomaikalani.beamer@k12.hi.us](mailto:lonomaikalani.beamer@k12.hi.us).

The CA is responsible for:

1. the terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the contract;
2. monitoring the CONTRACTOR's work, documenting that CONTRACTOR maintains the required insurance coverage (if applicable), resolving contract disputes and discrepancies, evaluating the work of the CONTRACTOR, assuring the services or goods are delivered as required in the contract, and processing payment for services rendered; and
3. notifying the Hawaii State Department of Education, PCB in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other contract terms.

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 1, entitled "Coordination of Services by the STATE.>").

The CA has designated Jeffrey Pearson, Maui DAGS as Point-of-Contact (POC) for this contract. As such, the POC, or their successor, should be the initial contact on all matters related to this contract. The POC can be contacted by telephone at 808-873-3026, or via e-mail at [jeff.pearson@hawaii.gov](mailto:jeff.pearson@hawaii.gov).

#### **4. Contract Period**

This contract shall commence on October 1, 2024 and shall end on September 30 2025, subject to availability of funds as specified in the General Conditions.

Beyond September 30, 2025, this contract may be extended for not more than four (4) additional twelve (12)-month periods upon mutual written agreement of the parties, prior to expiration. As each option(s) to extend is mutually agreed upon, the CONTRACTOR shall be required to execute a supplement to the contract for each additional period. The contract price for the extended period shall remain the same or lower than the initial contract price, subject to any price adjustment allowed by the contract.

## **OFFEROR INFORMATION**

### **5. Offeror's Authority to Bid**

The STATE will not participate in determinations regarding an Offeror's authority to perform a service. If there are any questions or doubts regarding an Offeror's right or ability to obtain and sell a product or to render a service, the Offeror should resolve those issues prior to submitting a bid. If the Offeror's offer meets specifications and is acceptable and the bid price submitted is the lowest bid, the contract will be awarded to that Offeror.

### **6. Offeror Qualifications**

In addition to meeting legal and any other requirements of this solicitation, Offeror must meet these qualifications to be considered for award.

#### **A. Experience**

At the time of bidding, Offeror shall have a minimum of five (5) consecutive years' experience in providing maintenance and repairs of air conditioning and ventilation equipment on the island of Maui.

#### **B. License**

At the time of bidding and throughout the contract period, Offeror shall have a current valid State of Hawaii Contractor C-52 license to provide Maintenance and Repairs for Air Conditioning and Heat-Ventilating Equipment on file with and/or as issued by the Department of Commerce and Consumer Affairs. CONTRACTOR's license must be kept in force during the duration of this Contract and for any extension(s) that may be agreed upon. Offeror shall provide all necessary documentation (example; copy of license) to substantiate compliance with this requirement.

#### **C. Office Location**

At the time of bidding and throughout the contract period, Offeror shall have an office on the island of Maui from where business is conducted and from where the company is accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable.

#### **D. Service Facility Location**

At the time of bidding and throughout the contract period, Offeror shall have a service facility on the island of Maui from where business is conducted.

Offeror shall be capable of providing Maintenance and Repairs for Air Conditioning and Heat-Ventilating Equipment for the STATE. Therefore, at the time of bidding and during the contract period, Offeror shall maintain a Maui-based facility and business capability of its own or through a third party.

The STATE reserves the right to inspect and evaluate the Offeror's service facility or the service facility of Offeror's chosen third-party service provider to determine acceptability under this requirement.

E. Personnel

At time of bidding and throughout the contract period, Offeror shall designate at least one (1) employee as the STATE point of contact (POC) for this contract. This individual shall be based in Hawaii and available during regular business hours, 7:45 a.m. to 4:30 p.m. Hawaii Standard Time (HST), Monday through Friday excluding holidays, and shall be capable of answering questions, resolving problems, and providing sales, ordering, and follow-up assistance.

F. Personnel Skill and Qualifications

Falsification of personnel qualifications, inability to perform the work in accordance with these specifications, utilization of unqualified personnel, or excessively high turnover or replacement of personnel assigned to this project SHALL CONSTITUTE A MAJOR BREACH OF THIS CONTRACT.

1. Offeror shall have at least two (2) journeyman refrigeration mechanics employed on a full-time basis.

Personnel assigned to perform said services shall be journeyman refrigeration mechanics with a minimum of five (5) consecutive years, immediately prior to the bid opening date, of maintenance service experience on types of equipment similar to the equipment listed herein and reside on the island of Maui.

Offeror shall list on the Exhibit A, the names of all journeyman refrigeration mechanics with at least five (5) consecutive years of maintenance service experience, residing on Maui, who will be assigned to the contract.

2. Offeror shall submit upon request, a certificate of successful completion of course of study in the field of temperature or pneumatic control systems for all mechanics employed in the actual performance of this contract. All mechanics providing maintenance service on the equipment listed herein must be regular employees of the Contractor and must reside on Maui. Inability to perform the work in accordance with these specifications, utilization of unqualified personnel, or excessively high turnover of personnel assigned to this project shall constitute a breach of contract.
3. All mechanics shall possess a refrigeration universal classification certificate, and provide proof of this certification. All mechanics shall possess a refrigeration universal classification certificate, and provide proof of this certification.

G. Water Treatment Personnel

CONTRACTOR may subcontract for the Water Treatment of Air Conditioning Systems; however, the work shall be performed by qualified personnel and/or company with a minimum of three (3) years of field experience in maintaining an air conditioning water treatment program.

Failure on the Offeror's part to meet these requirements may result in rejection of bid. These requirements must remain in effect during the entire contract period. Failure to maintain these requirements may result in cancellation of award.

**7. References**

Offeror shall provide the names of at least three (3) companies or government agencies other than the Hawaii State Department of Education, with whom Offeror was or is providing Maintenance and Repairs for Air Conditioning and Heat-Ventilating Equipment and who can attest to the reliability of all aspects of Offeror's service and personnel. The STATE reserves the right to contact these references to verify Offeror's quality level and reliability.



## 8. Site Inspection

Prior to submittal of a bid, Offeror may inspect the HVAC equipment listed on Exhibit B – Schedule of Air Conditioning and Ventilating Equipment, to become thoroughly familiar with existing conditions, rules and regulations, and the extent and nature of work to be performed.

Offeror inspection is not mandatory; however, bid submission shall be evidence that the Offeror understands the scope of the project and shall comply with all requirements stated herein, if awarded the contract. Offerors must contact the CA to arrange for an inspection visit. 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. Site inspections shall be done between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday, except State holidays.

## 9. Responsibility of Offerors

Offeror is advised that if awarded a contract under this solicitation, Offeror must furnish proof of compliance with the requirements of §103D-310(c), HRS as a pre-requisite to receiving a contract:

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Workers' Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State of Hawaii.

Offeror should refer to the "Contract Execution" provision for further information regarding the above-mentioned requirements.

## **BID PREPARATION**

### 10. Offer Page OF-1

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

The authorized signature on the hard copy Offer Page OF-1 shall be an **original signature in ink**. Ink signatures are not required for electronic submission of a bid on HlePRO. The submission of the bid on HlePRO shall indicate the Offeror's intent to be bound.

### 11. Taxable Transaction

Unless the HRS exempts a person from paying the applicable general excise tax, work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS and Chapter 238, HRS, where applicable. Both out-of-state and Hawaii-based companies are advised that the gross receipts derived from this contract are subject to the general excise tax imposed by Chapter 237, HRS, at the current rate and, where applicable, to tangible property imported into the State of Hawaii for resale, subject to the applicable use tax imposed by Chapter 238, HRS.

Information on the Hawaii State Taxes administered by the Department of Taxation is available online at <http://tax.hawaii.gov>.

## 12. Tax Exempt Transaction

If, however, an Offeror is a person exempt by the HRS from paying the general excise tax and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

For evaluation purposes, pursuant to §103D-1008, HRS, a tax-exempt bid submitted in response to a solicitation shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

## 13. Bid Price

Unit bid price shall include labor, equipment, materials, transportation, overhead, profit, all applicable taxes and any other incidental and operational expenses incurred in the performance of all obligations hereunder. Bid price shall be the all-inclusive cost to the STATE and no other charges will be honored. In case of error in extension of bid price, unit bid price shall govern. Offeror shall bid on all items to qualify for award.

Part A - Maintenance Service of Air Conditioning and Ventilating Equipment: Maintenance Service shall include ALL COSTS for labor, equipment, parts and materials, refrigerant and recovery of refrigerant using EPA certified recovery equipment, mileage and all taxes, and any other expenses necessary as required to perform the service as specified in this bid solicitation.

Part B - Water Treatment Service of Air Conditioning Systems: Offeror may subcontract this portion of the work. Water Treatment Service shall include ALL COSTS for labor, material, equipment, chemicals, maintenance and/or repair services, laboratory fees, all taxes, and any other expenses necessary as required to control corrosion, scale, and biological growth as specified for: cooling towers, chilled and condensed water.

## 14. Offeror Information

Offeror shall provide information regarding its office and service facility location, experience, STATE's point-of-contact, journeyman refrigeration mechanics, and 3rd party service provider on the Exhibit A. Exhibit A shall be provided within three (3) working days from STATE's request.

## 15. License

License number shall be provided on Exhibit A. Offeror shall provide the Exhibit A within three (3) working days from STATE's request. Offeror shall also submit a copy of the license with Exhibit A.

## 16. References

Offeror shall list on the Exhibit A at least three (3) companies or government agencies other than the Hawaii State Department of Education, to whom Offeror was or is providing Maintenance and Repairs for Air Conditioning and Heat-Ventilating Equipment and who can attest to the reliability of Offeror's services and personnel. Exhibit A shall be provided within three (3) working days from STATE's request. The STATE reserves the right to contact the references listed to inquire about Offeror's quality level and reliability.

## 17. Wage Certificate

Offeror shall complete and submit a *Wage Certificate* by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS. Accordingly, Offeror should consider the public sector wage rates and/or benefits when preparing this bid, **as applicable**.

Although **Item 1** of the *Wage Certificate* may not be applicable to this solicitation if there are no STATE or

public sector employees performing work similar to the requirements herein or if services are not performed by laborers and mechanics, **Item 2** of the certificate is applicable in all situations. Offeror is therefore advised that submission of the *Wage Certificate* is required.

Offeror shall refer to the *Wage Certificate* clause for additional information regarding this requirement.

#### **18. Liability Insurance**

Work included under this agreement requires the provision of liability and property damage insurance, to remain in full force and effect during the life of this contract. Offeror shall refer to the *Liability Insurance* clause for additional information regarding this requirement. Accordingly, Offeror should consider these insurance requirements when preparing their offer.

#### **19. Offer Guaranty**

An offer guaranty (bid bond) is not required for this IFB.

### **BID SUBMITTAL**

#### **20. Submission of Bid**

**Offers will be received through the State of Hawaii eProcurement System (HlePRO) Public Procurement Notices Website at <https://hiepro.ehawaii.gov/welcome.html> no later than the date and time stated on the HlePRO.**

Submission of a bid shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of this IFB, and that the IFB documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a bid, each Offeror must:

1. examine the solicitation documents thoroughly for defects and questionable or objectionable material. Solicitation documents include this IFB, any attachments, plans referred to herein, and any other relevant documentation. Comments must be submitted in writing and received by the Hawaii State Department of Education, PCB no later than seven (7) calendar days prior to the date fixed for the close of bids. This will allow for issuance of addenda, if necessary.
2. become familiar with state, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

All bids shall be made through the HlePRO (<https://hiepro.ehawaii.gov/welcome.html>) on the solicitation document(s) available on the HlePRO. Offers shall be completed in accordance with the solicitation instructions, and addenda, if any.

The Specifications, Special Conditions, General Conditions and other documents referenced in or attached to the offer shall be considered a part of the offer submitted, whether or not attached to the offer at the time of submission. Such documents shall not be altered in any way; any alterations so made by the Offeror may result in rejection of the offer.

Offers will be received only until the hour and date set for the close of bids. Unless otherwise stated, Offeror shall submit only one (1) offer. If more than one offer is submitted, all offers shall be rejected for that item.

Hard copies of ALL ORIGINAL OFFER PAGES AND ANY OTHER APPLICABLE DOCUMENTS AS STATED IN THE SOLICITATION must also be received by the Hawaii State Department of Education,

Procurement and Contracts Branch, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797, within five (5) working days after the bid closing date.

## **21. Confidential Information**

If an Offeror believes that any portion of Offeror's proposal contains information that should be withheld as confidential, then the Hawaii State Department of Education, PCB should be so advised in writing.

Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the bid, be clearly marked, and shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the bid.

Pursuant to Section 3-122-58, Hawaii Administrative Rules (HAR), the head of the purchasing agency or designee shall consult with the Department of the Attorney General and make a written determination in accordance with Chapter 92F, Hawaii Revised Statutes (HRS). If the request for confidentiality is denied, such information shall be disclosed as public information, unless the Offeror appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

## **22. Certification of Independent Cost Determination**

By submitting a bid in response to this solicitation, Offeror certifies as follows:

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

## **23. Acceptance of Bid**

Acceptance of bid, if any, will be made within sixty (60) calendar days after the close of bids and the prices quoted by the Offeror shall remain firm for the sixty day period.

## **BID EVALUATION**

### **24. Disqualification of Offers**

Any one or more of the following causes will be considered as sufficient for disqualification of the offer:

1. Hard copy offer not signed by an authorized individual.
2. More than one offer from an individual, partnership, firm, organization, corporation, joint venture, or other legal entity under the same or different names.
3. Evidence of collusion among Offerors or prices obviously unbalanced, lack of responsibility and cooperation as shown by past work, being in arrears on existing contracts with the State of Hawaii, or defaulting on previous contract(s).
4. Lack of proper equipment and/or sufficient experience to perform the work contemplated.
5. Offer received after specified deadline for close of offers.
6. Evidence of any noncompliance with any applicable law, any unauthorized additions or deletions, of submission of conditional offer, incomplete offer, or irregularities of any kind which may make

the offer incomplete, indefinite, or ambiguous as to its meaning.

## **25. Method of Award**

Award, if made, shall be to the responsive, responsible Offeror submitting the lowest estimated Total Sum Bid Price for Items 1 through 200. However, if the Total Sum Bid Price of the qualified low offer exceeds allotted funds, the STATE shall have the option to shorten the contract period or delete location(s) and/or unit(s) to allow award to be made within the allotted funds. Offeror must bid on all items to qualify for award.

In case of error in the extension of the total bid price, the unit bid price shall govern.

## **26. Protest**

Pursuant to §103D-701, HRS and §3-126, HAR, "Legal and Contractual Remedies", an actual or prospective offeror who is aggrieved in connection with the solicitation or award may submit a protest. Any protest shall be submitted in writing to the Hawaii State Department of Education's Chief Procurement Officer, c/o the Procurement Office at the Waipahu Civic Center, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award.

The award(s), if any, resulting from this solicitation shall be posted on the HlePRO and shall be posted on the Hawaii Awards and Notices Data System (HANDS) website at <https://hands.ehawaii.gov/hands/awards>.

## **CONTRACT EXECUTION**

### **27. Contract Award**

CONTRACTOR receiving award(s) of \$25,000 or more shall be required to enter into a formal written contract. Performance bonds are not required for this IFB. Upon execution of contract, the Hawaii State Department of Education will issue a fully executed copy to the CONTRACTOR. No work will be undertaken by the CONTRACTOR prior to the commencement date specified on the contract. The STATE is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to official starting date.

### **28. Responsibility of CONTRACTOR**

CONTRACTOR shall furnish proof of compliance with these requirements of §3-122-112, HAR:

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Workers' Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. One of the following:
  1. That CONTRACTOR is registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business"); or

2. That CONTRACTOR is registered to do business in the State of Hawaii (hereinafter referred to as a “compliant non-Hawaii business”).

The CONTRACTOR may demonstrate compliance by submitting an original consolidated CERTIFICATE OF VENDOR COMPLIANCE issued via the online system, “Hawaii Compliance Express.” Detailed information about the system and regarding this online application process can be viewed at: <http://vendors.ehawaii.gov>.

### **29. Hawaii Compliance Express.**

A *Certificate of Vendor Compliance* may be obtained through the Hawaii Compliance Express (HCE). This service allows CONTRACTORS to register online through a simple wizard interface at <http://vendors.ehawaii.gov>. The *Certificate of Vendor Compliance* provides current compliance status as of the issuance date, satisfies requirements of Chapter 103D-310(c), HRS, and is therefore acceptable for contracting purposes. CONTRACTORS that elect to use HCE services are required to pay an annual registration fee of (at least) twelve dollars (\$12.00).

### **30. Timely Submission of All Certificates**

The above certificates should be applied for and submitted to the Hawaii State Department of Education, PCB as soon as possible. If a valid certificate is not submitted on a timely basis for award, an offer otherwise responsive and responsible may not receive the award.

### **31. Failure to Execute Contract**

Normally, award shall be made within sixty (60) calendar days after the close of bids but in no case will award be made until all necessary investigations are made. After award is made, failure on the CONTRACTOR's part to execute a contract as required within ten (10) calendar days (or such further time as the Superintendent may allow) after the Offeror has received the contract for execution shall be just cause for the annulment of the award. The Superintendent reserves the right to cancel or reject this solicitation or all offers in whole or in part when it is in the best interest of the STATE or to award the contract to the next lowest Offeror or may publish another call for tenders, if the lowest bid is non-responsive to the STATE's needs.

### **32. Availability of Funds**

This contract is subject to the availability of funds. Pursuant to Section 103D-309, HRS, except in certain instances, no contract entered into between the STATE and the CONTRACTOR shall be binding or of any force unless the Chief Financial Officer (CFO) certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

If the contract calls for performance or payment in more than one fiscal year (July 1 to June 30), the CFO may certify only that portion of the total funds allocated to satisfy the STATE's obligations for payments in the current fiscal year. In that event, the STATE will not be liable for the unpaid balance beyond the end of the current fiscal year, and availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially-funded contracts shall be enforceable only to the extent that funds are certified as available. The STATE agrees to notify the CONTRACTOR of such non-allocation at the earliest possible time. The STATE shall not be penalized in the event this provision is exercised. This provision is not meant to permit the STATE to terminate the contract in order to acquire similar equipment from a third party.

### **33. Wage Certificate**

Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. CONTRACTOR is

advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, employees shall be paid wages no less than those increased wages.

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

Effective July 1, 2024, the basic hourly wages paid to the State of Hawaii positions are as follows:

<u>Class</u>	<u>Hourly Rate</u>
State Air Conditioning Mechanic I (BC10)	\$33.88

For more information on the Class Specifications and Minimum Qualifications of the above-referenced Class title, please visit the State of Hawaii Department of Human Resources Development at the following website: <http://dhrd.hawaii.gov/>.

The STATE reserves the right to inspect the CONTRACTOR's wage records to ensure compliance with Section 103-55, HRS.

### **33.1 Services Performed by Laborers and Mechanics.**

1. The CONTRACTOR or the CONTRACTOR's subcontractor shall give a copy of the rates of wages to each laborer and mechanic employed by the CONTRACTOR at the time each laborer and mechanic is employed; provided that the CONTRACTOR does not have to provide the CONTRACTOR's employees the wage rate schedules where there is a collective bargaining agreement.
2. The STATE may withhold from the CONTRACTOR so much of the accrued payments as the STATE may consider necessary to pay the laborers and mechanics employed by the CONTRACTOR or any subcontractor on the job site the difference between the required wages and the wages received and not refunded by the laborers and mechanics.
3. A certified copy of all payrolls shall be submitted weekly to the STATE for review. The CONTRACTOR shall be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, the wage rates contained therein are not less than the applicable rates, and the classifications set forth for each laborer or mechanic conform with the work the laborer or mechanic performed. Any certification discrepancy found by the STATE shall be reported to the CONTRACTOR and the Superintendent to effect compliance.

Payroll records for all laborers and mechanics working at the site of the work shall be maintained by the CONTRACTOR and the CONTRACTOR's subcontractors, if any, during the course of the work and preserved for a period of three (3) years thereafter. The records shall contain the name of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The CONTRACTOR shall make payroll records available for examination within ten (10) days from the date of a written request by the STATE or any authorized representatives thereof.

### **34. Liability Insurance**

The CONTRACTOR shall maintain in full force and effect, during the life of this contract, liability and property damage insurance. This insurance shall protect the CONTRACTOR and the CONTRACTOR's subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the CONTRACTOR or by a subcontractor or anyone directly or indirectly employed by either of them. If any

subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

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

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

- Commercial General Liability: (Occurrence Form) \$2,000,000 aggregate  
\$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- Workers' Compensation: The CONTRACTOR shall maintain workers' compensation and employer's liability insurance that comply with statutory limits. (if applicable)
- Automobile Liability: (Combined Single Limit) \$1,000,000 per accident

General liability and automobile liability policies required by this contract, including a subcontractor's policy, shall contain the following clause:

- 1) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- 2) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. Each insurance policy shall be written by 1) an insurance company licensed to do business in the State of Hawaii, or 2) if not licensed by the State of Hawaii, an insurance company which meets §431:8-301, Hawaii Revised Statutes.

Upon CONTRACTOR's execution of the contract, the CONTRACTOR agrees to deposit with the STATE certificate(s) of insurance necessary to satisfy the STATE that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the STATE, CONTRACTOR shall be responsible for furnishing a copy of the policy(ies).

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

The procuring of such required insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy(ies) of insurance, CONTRACTOR shall be obligated for the full and total amount of any damage, injury, or loss caused by the CONTRACTOR, its employees, officers, or agents, in connection with this Contract.

CONTRACTOR shall notify the STATE, via written notice within twenty-four (24) hours should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.



## **CONTRACT PRICE ADJUSTMENTS (APPLICABLE TO PART A: Maintenance Service Only)**

**All requests for contract price adjustments shall be in writing and shall be addressed and submitted to the Contract Administrator in accordance with the following conditions:**

### **35. Adjustment Pursuant to Section 103-55, HRS – Wage Rates**

At the time of contract award, only the current wages of STATE employees performing similar work were known. Should these wages increase during any period of the contract including supplements, the CONTRACTOR may request an increase in contract price. The increase requested must result in increase in wages to the CONTRACTOR's employees performing the work under this agreement, including any increase in benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

CONTRACTOR's request for increase must meet the following criteria:

1. At the time of request, CONTRACTOR shall provide documentation to show that the CONTRACTOR is in compliance with §103-55, HRS, i.e., the employees are being paid no less than the known wages of the STATE position listed herein. Documentation shall include the employees' payroll records and a statement that the employees' services are being engaged for this contract.
2. The Hourly Labor Rate for Repairs and Other Authorized Reimbursable Work may be adjusted, provided the wages paid to a State Air Conditioning Mechanic I, BC10 are adjusted due to contract negotiations for STATE workers during the contract period previous to the extension.
3. Adjustment of the contract price shall be limited to the dollar amount of adjustment in wages paid to the aforementioned STATE position.

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.

The increase shall be reflected in either a contract modification or in the supplemental agreement issued for any extended period of the initial contract.

## **PERFORMANCE OF CONTRACT**

### **36. Authority of the Hawaii State Department of Education**

The Hawaii State Department of Education shall decide all questions which may arise as to the work performed, as to the manner of such performance, as to the interpretation of any term, condition or provision, as to the applicability and interpretation of any law, rule or regulation, policies and procedures, as to compensation, or additional reason to service, and as to any other matter which may arise under the contract. The decision of the Hawaii State Department of Education in such matters shall be final provided that decision is not in violation of law and not arbitrary, capricious or characterized by abuse of discretion.

### **37. Subcontracting**

The CONTRACTOR shall not delegate any duties listed in this IFB to any subcontractor other than those listed on the applicable offer form pages unless given written approval by the STATE. The STATE reserves the right to approve all subcontractors and to require the primary contractor to replace any subcontractors found to be unacceptable. The primary contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary contractor performs them.

### **38. New Locations**

The STATE reserves the right to add to the contract new locations within a district. The new locations shall be serviced only upon authorization by the Procurement Officer and the additional cost per month shall be calculated based on the bid price.

### **39. Adjustment Pursuant to Change in the Service Requirements**

It is understood and agreed that in addition to the locations listed herein, CONTRACTOR shall be required to furnish services specified herein to any new location or any location not initially listed in this IFB, when such services are required. The STATE reserves the right to add or delete whole locations to the contract. The STATE also reserves the right to add or delete individual systems to the contract. Any increase or decrease in contract price for additional or deleted locations and/or systems shall be based on the unit bid price of similar or comparable Air Conditioning and Ventilating equipment and shall become binding upon execution of a Supplemental Contract issued by the STATE.

The STATE reserves the right to delete locations and/or equipment to the contract and shall make adjustments by contract modifications. The price for the contract modification shall be based on the respective unit prices of the Air Conditioning and Ventilating equipment at the location deleted.

A list of equipment for this contract will be kept by the CA and shall be used to record additions or deletions. The CONTRACTOR shall also submit an annual updated inventory of the equipment by location during the contract period.

### **40. Work Certification**

The CONTRACTOR shall furnish the CA one (1) copy of a service check receipt and/or report for each unit serviced and a service check list bearing the signature of the maintenance personnel and the signature of the designated STATE personnel certifying receipt of services. All service reports, tickets, check lists, etc. must be fully completed and signed as hereinbefore specified and must be submitted with monthly invoices or invoices for purchase orders. Services which cannot be certified by a representative of the School may not be compensated.

### **41. Cleanup**

The CONTRACTOR shall keep the job site free of debris, litter, discarded parts, etc. and shall clean all oil drippings or spills during the daily progress of work. The CONTRACTOR shall remove all old replaced malfunctioning parts, tools, and equipment from the service areas upon completion of the work.

### **42. Warranty**

The CONTRACTOR shall submit a written warranty for replacement of any integral part of equipment listed herein, including but not limited to, compressors, fan motors, as guaranteed by the factory.

The warranty shall consist of the period covered from date of installation, make, model number, serial number, name of building and location of equipment (example Building G, library, Building M, band room, Building C, administration, et cetera) and shall be provided to the STATE.

There will be some air conditioning units that are covered by manufacturer's and installer's warranties and/or initial maintenance service agreement. The expiration dates of these units will be provided by the STATE. As the warranties and/or agreements expire, the CONTRACTOR shall commence service on these units and shall continue to service them for the remaining period of the contract. The CONTRACTOR cannot refuse to accept the additional and/or replaced equipment.

#### **43. Relief Available to STATE**

In addition to all rights and remedies available to the STATE provided in this Contract or otherwise provided under law, if the CONTRACTOR is in non-compliance with contract requirements, the STATE may:

1. Suspend Payments – Temporarily withhold or disallow all or part of the billing cost and/or payments pending correction of a deficiency or a non-submission of a required deliverable by the CONTRACTOR;
2. Suspend Referrals – Suspend referrals to the CONTRACTOR should the CONTRACTOR fail to comply with any of the requirements or other term(s) or condition(s) of this Contract and, further, the STATE may maintain the suspension of referrals until such time as the deficiency or non-compliance is corrected and the CONTRACTOR's corrective actions are determined to be acceptable by the STATE; and
3. Seek Reimbursement – Seek reimbursement from the CONTRACTOR or withhold future payments for any funds paid to the CONTRACTOR subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.
4. Seek Market Value – In the event the CONTRACTOR fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services or the General Conditions, the STATE reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the CONTRACTOR, the difference between the price named in the contract and the actual cost to the STATE. In case any money due the CONTRACTOR is insufficient for said purpose, the CONTRACTOR shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

#### **44. Payroll Affidavits**

Upon the STATE's request, CONTRACTOR will be required to submit quarterly payroll documentation for all employees working under this contract. Documentation shall include employee's time cards, payroll records, and copies of cancelled checks to verify that CONTRACTOR's employees are being paid State of Hawaii prevailing wages for hours worked under this contract.

#### **45. Confidentiality Obligations**

While performing under this agreement, the CONTRACTOR may receive, be exposed to or acquire confidential information. Such information may include names, addresses, telephone numbers, birthdates, social security numbers, medical information, and other educational, student, or personal employment information. The information may be in written or oral form, fixed in hard copy or contained in a computer database or computer readable form. Hereinafter, such language shall be collectively referred to as "Confidential Information."

The CONTRACTOR, including its employees, agents, representatives, and assigns shall abide by the following with regards to Confidential Information: (i) They shall not disclose to any unauthorized party any Confidential Information, except as specifically permitted by the STATE and subject to the STATE's limitations on confidentiality of information and relevant legal requirements of the State to include, but not

limited to the Family Educational Rights and Privacy Act ("FERPA"). Permission will be granted through a formal written agreement concerning the disclosure of personally identifiable information (PII) from student education records, signed by the STATE and the CONTRACTOR, and must be provided as an attachment to this agreement; (ii) They shall only permit access to Confidential Information to employees, agents, representatives, and assigns having a specific need to know in connection with performance under this agreement; and (iii) They shall advise each of their employees, agents, representatives, and assigns of their obligations to keep such Confidential Information confidential in compliance with all relevant state and federal laws.

CONTRACTOR, its employees, agents, representatives, or assigns shall ensure the security of the Confidential Information. The CONTRACTOR shall provide the STATE with a list of individuals (by name and position) who are authorized to handle the Confidential Information (hereinafter referred to as "Authorized Handlers"). Authorized Handlers shall ensure the security of the Confidential Information. Only Authorized Handlers shall have access to the Confidential Information, which will be kept on password protected computers with the hard copy documents kept in a locked file cabinet. CONTRACTOR shall ensure that procedures exist to prohibit access to the Confidential Information by anyone other than an Authorized Handler.

CONTRACTOR will be responsible for safeguarding the confidentiality of all Confidential Information it receives from the STATE and shall safeguard and protect such documents from unauthorized use, handling, or viewing. CONTRACTOR shall be liable to the STATE and to any person whose records the CONTRACTOR receives custody of under this agreement for records protection for any unpermitted release, viewing, or loss of such records. CONTRACTOR shall assume liability responsibility for records protection and for the inappropriate or unlawful release of Confidential Information. CONTRACTOR shall return all documents containing Confidential Information upon completion of the services CONTRACTOR is contracted to provide under this agreement.

45.1 Prior Written Approval: CONTRACTOR may not i) share Confidential Information or any other data received under this agreement, ii) publish, or iii) distribute such information without the prior written approval of the STATE.

45.2 In the event of termination of this agreement, CONTRACTOR shall return to STATE all Confidential Information, including student information, received under this agreement and further agrees to destroy any and all copies of, or references to, any Confidential Information, including student information, shared by STATE as a result of this agreement. CONTRACTOR shall certify in writing that all such copies have been destroyed or returned to the STATE.

#### **46. Exclusion of Specific Workers**

The STATE reserves the right to require the CONTRACTOR to remove an employee, agent, subcontractor or volunteer (Worker) from performing work under this contract. The Contract Administrator shall notify the CONTRACTOR in writing and this exclusion of a specific Worker(s) shall take effect as indicated on the notice. The CONTRACTOR may appeal this decision to the Contract Administrator, in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, subcontractor or volunteer shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the CONTRACTOR to employ the removed individual, but shall apply to any work requiring interaction with the STATE, its employees or students.

#### **47. Records Retention**

Should the CONTRACTOR be aware of or be made aware of any dispute, disagreement, or request relating to the files, books, or records prior to their destruction, the CONTRACTOR shall retain the files, books, and records until said dispute, disagreement, or request has been fully resolved, including any potential lawsuits or appeals. Said files, books, and records may thereafter be destroyed upon obtaining the agreement of the STATE.

## **PAYMENT**

### **48. Invoicing**

CONTRACTOR shall submit original invoices to the following addresses:

**Department of Education owned Buildings:**

Hawaii State Department of Education  
OFO Auxiliary Services Branch  
3633 Waiialae Ave., Bldg C210  
Honolulu, HI 96816

**State of Hawaii DAGS maintained buildings:**

Department of Accounting and General Services  
P.O. Box 1030,  
Kahului, HI 96732

**State of Hawaii Libraries:**

Hawaii State Public Libraries  
44 Merchant Street  
Honolulu, HI 96813

**48.1. Maintenance Service:**

Invoice shall include the Project Name, school and/or district, State building, or Library building location, description of services, month and/or date of service and contract number; and the service report with signature of school authority.

**48.2. Repair Work:**

Invoice shall include the Project Name, school and/or district; State building, or Library building location, description of services, month and/or date of service and contract number; and the original certified invoice from the supplier for the replaced mechanical part or component and the connected accessories; plus a mark-up not exceeding twenty percent (20%), which shall include cost of material, shipping costs if applicable, overhead, profit, taxes and any other incidental expenses. A purchase order for replaced mechanical parts and components will be issued upon receiving invoice from the CONTRACTOR.

Unless the CONTRACTOR is given a separate purchase order authorizing the additional service, the STATE shall not be held responsible for payment of any such work performed by the CONTRACTOR.

Invoices billed from a mainland affiliate must be sent to the CONTRACTOR's local office for inclusion of the appropriate paperwork, before being submitted to STATE. Incomplete invoices will be returned to the CONTRACTOR without processing.

### **49. Payment**

**49.1. Maintenance Service:**

Payment shall be made to the CONTRACTOR at the contracted price per service. Price Breakdown for Maui HVAC Guaranteed Maintenance Service upon certification by the CA that the CONTRACTOR has satisfactorily performed the required service.

In the event the CONTRACTOR misses any required services, for whatever reason, they shall not invoice for the missed service.

#### 49.2. Repair Work:

Payment shall be made to the CONTRACTOR for the replaced mechanical part or component and the connected accessories at supplier's invoice price plus a mark-up not exceeding twenty percent (20%), which shall include cost of material, shipping costs if applicable, overhead, profit, taxes and any other incidental expenses.

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

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

The **final payment** on the contract shall be for services rendered during the billing period just prior to the contract anniversary date.

The following shall accompany the final payment invoice:

1. A valid (not over 2 months old) and **original Tax Clearance Certificate (TCC)** must accompany the final payment invoice. In accordance with Section 103-53, HRS, all CONTRACTORS must provide a TCC from the State of Hawaii Department of Taxation and the U.S. Internal Revenue Service as a prerequisite to receipt of final payment.
2. The *Certification of Compliance for Final Payment* (DOE Form-22) with an original signature of an authorized representative of the CONTRACTOR.
3. In lieu of the above, CONTRACTOR may submit an original *Certificate of Vendor Compliance* as issued via the online system, also referred to as "Hawaii Compliance Express". Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.

## **APPROVALS**

### **50. State of Hawaii's General Conditions**

The Special Conditions shall serve to supplement the General Conditions; both documents remain part of the contract with full force and effect. In the case of a conflict between the General Conditions and Special Conditions, the Special Conditions shall control to the extent necessary to resolve the conflict.

### **51. Approvals**

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

Offeror: \_\_\_\_\_

**EXHIBIT A**  
**OFFEROR INFORMATION**

Offeror shall provide the Exhibit A, including attachments if applicable, within three (3) working days from STATE's request.

**A. EXPERIENCE**

At the time of bidding, Offeror shall have a minimum of five (5) consecutive years' experience in providing maintenance and repairs of air conditioning and ventilation equipment on the island of Maui.

Offeror has a minimum five (5) years of experience  Yes

OFFEROR \_\_\_\_\_

**B. LICENSE**

At the time of bidding and throughout the contract period, Offeror shall have a current valid State of Hawaii Contractor C-52 license to provide Maintenance and Repairs for Air Conditioning and Heat-Ventilating Equipment on file with and/or as issued by the Department of Commerce and Consumer Affairs. CONTRACTOR's license must be kept in force during the duration of this Contract and for any extension(s) that may be agreed upon. Offeror shall provide all necessary documentation (example; copy of license) to substantiate compliance with this requirement.

C-52 License Number \_\_\_\_\_

Copy of License attached  Yes

**C. OFFICE LOCATION**

At the time of bidding and throughout the contract period, Offeror shall have an office on the island of Maui from where business is conducted and from where the company is accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable.

Office Location Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Cell Number \_\_\_\_\_

Offeror: \_\_\_\_\_

**D. SERVICE FACILITY LOCATION**

At the time of bidding and throughout the contract period, Offeror shall have a service facility on the island of Maui from where business is conducted.

Offeror shall be capable of providing Maintenance and Repairs for Air Conditioning and Heat-Ventilating Equipment for the STATE. Therefore, at the time of bidding and during the contract period, Offeror shall maintain a Maui-based facility and business capability of its own or through a third party.

The STATE reserves the right to inspect and evaluate the Offeror's service facility or the service facility of Offeror's chosen third-party service provider to determine acceptability under this requirement.

Facility Location Address

\_\_\_\_\_  
\_\_\_\_\_

Telephone Number

\_\_\_\_\_

Cell Number

\_\_\_\_\_

**E. PERSONNEL**

At time of bidding and throughout the contract period, Offeror shall designate at least one (1) employee as the STATE point of contact (POC) for this contract. This individual shall be based in Hawaii and available during regular business hours, 7:45 a.m. to 4:30 p.m. Hawaii Standard Time (HST), Monday through Friday excluding holidays, and shall be capable of answering questions, resolving problems, and providing sales, ordering, and follow-up assistance.

POC Name

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

Cell Number

\_\_\_\_\_

Fax Number

\_\_\_\_\_

Email Address

\_\_\_\_\_

**F. PERSONNEL SKILL AND QUALIFICATIONS**

Offeror shall have at least two (2) journeyman refrigeration mechanics employed on a full-time basis.



Offeror: \_\_\_\_\_

Personnel assigned to perform said services shall be journeyman refrigeration mechanics with a minimum of five (5) consecutive years, immediately prior to the bid opening date, of maintenance service experience on types of equipment similar to the equipment listed herein and reside on the island of Maui.

Journeyman Mechanic's Name: \_\_\_\_\_

Number of years of experience: \_\_\_\_\_

Journeyman Mechanic's Name: \_\_\_\_\_

Number of years of experience: \_\_\_\_\_

Offer shall provide subcontractor(s), if any, for this solicitation:

**G. WATER TREATMENT PERSONNEL**

CONTRACTOR may subcontract for the Water Treatment of Air Conditioning Systems; however, the work shall be performed by qualified personnel and/or company with a minimum of three (3) years of field experience in maintaining an air conditioning water treatment program.

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Subcontractor's License Number: \_\_\_\_\_

Number of years of field experience in maintaining an air conditioning water treatment program: \_\_\_\_\_

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

<b>GROUP I: SCHOOLS</b>						
<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
<b>1</b>	<b>Baldwin High School</b>					
	Bldg A	ACCU-1,2,3	Carrier	38HDR060520		3
	Bldg A	FCU-1,2,3	Carrier	38HDR060520		3
	Bldg A	ACCU-4,5,6	Carrier	40QAX060---311--		3
	Bldg A	FCU 4,5,6	Carrier	40QAX060---311--		3
	Bldg G (cafeteria)	Air Curtains				10
	Bldg H (Band Bldg) H-1	ACCU	YORK	B2A1BAA2A1		1
	Bldg H (Band Bldg) H-2	ACCU	YORK	PCE5A2422		1
	Bldg J (Old Library)	Mitsubishi Ductless Unit				1
	Bldg N (New Library)	Petra-Chiller	Petra	RWCC 50	50284/0101/01	1
	Bldg N (New Library)	Petra-AHU-1	Petra	PAHHC120	50284 /0201/01	1
	Bldg N (New Library)	Petra-FCU-1	Petra	CM15C6	50284/0301/01	1
	Bldg N (New Library)	Petra-2 FCU	Petra	CM20CB	50284/040101	1
	Bldg N (New Library)	Petra- OACC-1	Petra	RAC2CBPC3	N/A	1
	Bldg N (New Library)	Petra- OACC-2	Petra	RAC2CBPCA	50284/0701/02	1
	Bldg N (New Library)	Baldor-Chill water pump mtr motor #1	Baldor	EM3615T	F1004221169	1
	Bldg N (New Library)	Baldor-Chill water pump #2	Baldor	EM3615T	F1004221209	1
	Bldg R (Lecture Center)	Carrier Condenser	Carrier	38AE014600	N-494705	1
	Bldg R (Lecture Center)	Carrier Condenser	Carrier	38AE014600	R-596406	1
	Bldg R (Lecture Center)	Evaporator		39ED10	0784T-17730	1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	Bldg R (Lecture Center)	Evaporator		3900000000	0585T-28051	1
	Bldg R	R-1 ACCU	CARRIER		50HC-E11	1
	Bldg R	R-2 ACCU	CARRIER		50HC-E08	1
	P-15 (Portable Classroom) A/B	FCU	MITSUBISHI	PLFY-3P24NEMU-E		2
	P-15 (Portable Classroom)	ACCU-P15A	ACCU	MITSUBISHI	POMY-P48NKMU1-BS	1
	P-15 (Portable Classroom)	P-15 BOOSTER	OUTSIDE B FAN	FAN TECH	GF-6M-EC	1
<b>2</b>	<b>Hana High School</b>					
	Library Conference Room	Trane	Trane	4Tcc3048-1000	N/A	1
	Library Main	Carrier FCU	Carrier	40ruaa25a4a6	1512u13697	1
	Library Main	Carrier Condenser	Carrier	38apd0256j-22020	2512q45421	1
	Band Room	York	York	nc090c00c6aaa2a	n1f3849786	1
	Bldg B	Outdoor Unit	Mitsubishi			1
<b>3</b>	<b>Iao Intermediate School</b>					
	Bldg H (Band Bldg)	Carrier Package Unit	Carrier	50BD016630	10692002	1
	Bldg J	Air Curtains				1
	Bldg J (Multi-Media Room)	PCU-1 Liebert		BU036E-AAEO	529189-001	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	Evapco Cooling Tower #1	Evapco	L5TA5123	W027018	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	Evapco Cooling Tower #2	Evapco	L5TA5123	W017017	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	Trane Chiller #1	Trane	RTI-IC1B1F0H0B1L2B1LFVQU00	U02K06958	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	Trane Chiller #2	Trane	RTI-IC1B1F0H0B1L2B1LFVQU00	U02K06957	1

**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	Bldg J (Cafeteria, Library, Administration, Classrooms)	Aurora Cold Water Pump #1	Aurora	344A8F	02-522248-1	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	Cold Water Pump Motor #1		AS93	D15P2B	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	Aurora Cold Water Pump #2	Aurora	344A8F	02-522248-2	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	Cold Water Pump Motor #2		AS93	D15P2B	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	Aurora Chill Water Pump #1	Aurora	344A	(Not Available)	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	US Electric Cold Water Pump #1 Motor		R345	D10P2B	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	Aurora Chill Water Pump #2	Aurora	344A	(Not Available)	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	US Electric Chill Water Pump #2 Motor		R345	D10P2B	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	Aurora Chill Water Pump #3	Aurora	344A	(Not Available)	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	US Electric Chill Water Pump #3 Motor		J364	P2562B	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	Aurora Chill Water Pump #4	Aurora	344A	(Not Available)	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	US Electric Chill Water Pump #4 Motor		J364	P2562B	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #1 Trane Fan Module	Trane	MCCB	K02D59624	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #1 Trane Coil Module	Trane	(Not Available)	(Not Available)	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #1 Trane Filter Module	Trane	(Not Available)	(Not Available)	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #2 Trane Fan Module	Trane	MCCB	K02D59629	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #2 Trane Coil Module	Trane	(Not Available)	(Not Available)	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #2 Trane Filter Module	Trane	(Not Available)	(Not Available)	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #3 Trane Fan Module	Trane	MCCA-25#	K02D66354	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #3 Trane Coil Module	Trane	(Not Available)	K02D66353	1

**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #3 Trane Filter Module	Trane	(Not Available)	(K02D66352)	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #4 Trane Fan Module	Trane	MCCB	K02D59640	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #4 Trane Coil Module	Trane	(Not Available)	K02D59639	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #4 Trane Filter Module	Trane	(Not Available)	K02D59638	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #5 Trane Fan Module	Trane	MCCB	K02D66375	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #5 Trane Coil Module	Trane	(Not Available)	K02D66374	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #5 Trane Filter Module	Trane	(Not Available)	K02D66373	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #6 Trane Fan Module	Trane	MCCB	K02D59663	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #6 Trane Coil Module	Trane	(Not Available)	K02D59662	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #6 Trane Filter Module	Trane	(Not Available)	K02D59661	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #7 Trane Fan Module	Trane	MCCB	K02D59674	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #7 Trane Coil Module	Trane	(Not Available)	(Not Available)	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #7 Trane Filter Module	Trane	(Not Available)	K02D59671	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #8 Trane Fan Module	Trane	MCCB	K02D59694	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #8 Trane Coil Module	Trane	(Not Available)	K02D59693	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #8 Trane Filter Module	Trane	(Not Available)	K02D59692	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	Acme EF-8 Exhaust Fan	Acme	XB300	02E054221	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	Acme SF-1 Supply Fan	Acme	XB300	02E054223	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #9 Trane Fan Module	Trane	MCCB	K02D59799	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #9 Trane Coil Module	Trane	(Not Available)	K02D59798	1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #9 Trane Filter Module	Trane	(Not Available)	K02D59797	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #10 Trane Fan Module	Trane	MCCB	K02D60279	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #10 Trane Coil Module	Trane	(Not Available)	K02D60278	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	AHU #10 Trane Filter Module	Trane	(Not Available)	K02D60277	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	PACU-1 Challenger Liebert		BF042A-ASEI	(Not Available)	
	Bldg J (Cafeteria, Library, Administration, Classrooms)	CACC-1 Liebert		MCD 40	0233N67398	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	EF8 Acme Exhaust Fan	Acme	XB300	02E054221	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	EF22 Acme Exhaust Fan	Acme	PNU300RG	02E116809	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	EF23 Acme Exhaust Fan	Acme	PNU300RG	02E116811	1
	Bldg J (Cafeteria, Library, Administration, Classrooms)	SF1 Acme Supply Fan	Acme	XB300	02E054223	1
<b>4</b>	<b>Kahului School</b>					
	Modular #1					1
	Modular #2					1
	Modular #3					1
	Modular #4					1
	Modular #5					1
	Modular #6					1
	Modular #7					1
	Modular #8					1
	Modular #9					1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	Modular #10					1
	Modular #11					1
	Modular #18					1
E1		FCU	Mitsubishi	MSZ-GLZ4NA	6002077T	1
E1		ACCU	Mitsubishi	MXZ-8C48NA	4YU00569A	1
E2		FCU	Mitsubishi	MSZ-GLZ4NA	5007596T	1
E2		ACCU	Mitsubishi	MXZ-8B48NA	4YU00569A	1
P18			Bard	2411N227830	N1124227830	1
P 19		Packaged AC	Bard	WA4S3-A0ZVP4	382D143113351-02	1
Bldg D		FCU1	LG	ARNU114BTE4	409KCWCA3409	1
Bldg D		FCU 2,3,4,5,6,7,8,9	LG	ARNU153SEL2	various	8
Bldg D		ACCU-1,2,3	LG	LSU240HSV3	various	3
Bldg D		Exhaust Fans	Greenheck	SS1-080440-G	154SS492/154SS493	2
Bldg G		FCU1,2,3,4	Johnson Controls	Y1C4030B21S	various	4
Bldg G		CRAC-1	Johnson Controls	DCP12NWB21S	DIE1801350	1
Bldg G		EF-1	GREENHECK	SQ-98-VG-7-X		1
Bldg G		EF-ELEC	GREENHECK	SP-A7-10	15626312	1
Bldg G		OAU 2-1	Johnson Controls	YD0A096B21S	C1D80064	1
Bldg G		CU 1,2,3,4,5	Rahn	YVAHP072B32S	various	5
Bldg G		CU 6	Rahn	DCP12CSB21S		1

**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
<b>5</b>	<b>Kalama Intermediate School</b>					
	Bldg C (Library)	AHU-1 Carrier Air Handler Unit, Fan Section Module	Carrier	39TH21-CHT-A	089F26350	1
	Bldg C (Library)	AHU-1 Carrier Air Handler Unit, Coil Section Module	Carrier	39TS1B-15087-A	1198V51278	1
	Bldg C (Library)	AHU-2 Carrier Air Handler Unit, Fan Section Module	Carrier	39TS13K-X-G-A	0998V51233	1
	Bldg C (Library)	AHU-2 Carrier Air Handler	Carrier	39TH13KA-AJR-1	0698e23263	1
	Bldg C (Library)	Unit, Coil Section Module	Carrier	FB4ANBO7O	0898A13982	1
	Bldg C (Library)	FCU-3 Carrier Fan Coil Unit	Carrier	FB4ANFO3O	2097A22065	1
	Bldg C (Library)	FCU-3 Carrier Fan Coil Unit	Carrier	38AH-082-K61OAC	1198F31268	1
	Bldg C (Library)	ACCU-1 Carrier Air Cooled Condensing Unit	Carrier	38AKSO14-K610	1398F33259	1
	Bldg C (Library)	ACCU-1 Carrier Air Cooled Condensing Unit	Carrier	38CK060520	0998E14857	1
	Bldg C (Library)	ACCU-1 Carrier Air Cooled Condensing Unit	Carrier	38CK030500	5097E05345	1
	Bldg K (Music Bldg)	Carrier Centrifugal Air Cool Condenser	Carrier	39EH19	0186T37388	1
	Bldg K (Music Bldg)	Carrier Air Cool Vertical Air Handling Unit	Carrier	50BK024630	N695806	1
	Special Ed. Trailers 1	Bard Manufacturing Co.	Bard	WA241-A05	140F90841929-02	1
	Special Ed. Trailers 2	Bard Manufacturing Co.	Bard	WA241-A05	140A960974159-02	1
<b>6</b>	<b>Kamalii Elementary School</b>					
	Bldg A	ACCU A-1A	Carrier	39MN25W025XFC12XSE	0819P3388	2
	Bldg A	VAV A-1,2,3,4,5,7,8	Carrier	35ED-10		1
	Bldg A	VAV A-6,9,20	Carrier	35 ED-08		1
	Bldg A	VAV A-10,11,12,13,18,	Carrier	35 ED-06		1
	Bldg A	VAV A-14,15,17,19,21,26	Carrier	35 ED-05		1
	Bldg A	VAV A-16,22,23,24,25	Carrier	35 ED-04		1



**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	Bldg B	ACCU-2 Trane Air Cooled Condensing Unit	Trane	RAUCC-40	J95L82818	1
	Bldg B	AHU-2 Trane Modular Climate Changer Air Handler	Trane	MCAAH-35	K96A07863	1
	Bldg B	ACCU-1A Trane Air Cooled Condensing Unit	Trane	TTR048C	K502106BF	1
	Bldg B	FCU-1A Trane Fan Coil Unit	Trane	TWE048C	K38876797	1
	Bldg B	ACCU-2A Trane Air Cooled Condensing Unit	Trane	TTA072C	K495LE3FT	1
	Bldg B	FCU-2A Trane Fan Coil Unit	Trane	TWE060A	K492PU6514	1
	Bldg B	RCH-2A Warren Manufacturing Co. Electric Duct Heater	Warren	CBK	(Not Available)	1
	Bldg B	ACCU-3A Trane Air Cooled Condensing Unit	Trane	TTR060C	K464SJWCF	1
	Bldg B	FCU-3A Trane Fan Coil Unit	Trane	TWE060C	S/N K505TAA5H	1
	Bldg C (Cafeteria)	SF-1 Trane Modular Climate Changer Air Handler (Supply Air Unit)	Trane	MCCA021	K96A04214	1
	Bldg D	ACCU-3 Trane Air Cooled Condensing Unit	Trane	RAUCC-40	J95L57816	1
	Bldg D	AHU-3 Trane Modular Climate Changer Air Handler	Trane	MCAAH-35	K96A07851	1
	Bldg E	ACCU-4 Trane Air Cooled Condensing Unit	Trane	RAUCC-40	J95L82817	1
	Bldg E	AHU-4 Trane Modular Climate Changer Air Handler	Trane	MCAAH-35	K96A08551	1
	Bldg F	ACCU-5 Trane Air Cooled Condensing Unit	Trane	RAUCC-50	J95L82819	1
	Bldg F	AHU-5 Trane Modular Climate Changer Air Handler	Trane	MCAAH-50	K96A08533	1
<b>7</b>	<b>Kaunakakai Elementary School</b>					
	Admin Bldg	Split system	MITSUBISHI	PUY-A24NHA7	13U26222B	1
	Library	Central Unit	Carrier	50XCA12AAMG5062870	1024U67947	1
	Trailer	Central Unit	Bard			1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
<b>8</b>	<b>Kihei Elementary School</b>					
	Bldg A	FCU	mitsubishi	PLFYEP30NEMU-E	61A00895B	2
	Bldg A	ACCU	mitsubishi	PUMY-P36NKMU2	81U00868B	2
	Bldg A	FCU	mitsubishi	PLA-A24EA7	98A05309D	14
	Bldg A	ACCU	mitsubishi	PUY-A24NHA7	99U19817D	14
	Bldg B	B-101	mitsubishi	PCA-A24KA7	95M00249	1
	Bldg B	B-101	mitsubishi	PUY-A24NHA7	6XU00083A	1
	Bldg B	B-102	mitsubishi	PCA-A24KA7	8YM00163	1
	Bldg B	B-102	mitsubishi	PUY-A24NHA7	99U16933D	1
	Bldg B	B-103	mitsubishi	PCA-A24KA7	8YM00161	1
	Bldg B	B-103	mitsubishi	PUY-A24NHA7	99U16825D	1
	Bldg B	B-104	mitsubishi	PUY-A24NHA7	76M00226	1
	Bldg B	B-104	mitsubishi	PUY-A24NHA7	99U16885	1
	Bldg C (Cafeteria)	4 each Air Curtains, Exhaust Fans		36 CH	(Not Available)	4
	Bldg D	D-101 FCU	mitsubishi	PLA-A24EA7	8YA03659A	1
	Bldg D	D-101 ACCU	mitsubishi	PUY-A24NHA7	95U14042C	1
	Bldg D	D-102 FCU	mitsubishi	PLA-A24EA7	83A04382B	1
	Bldg D	D-102 ACCU	mitsubishi	PUY-A24NHA7	9YU18036A	1
	Bldg D	D-103 FCU	mitsubishi	PLA-A24EA7	8YA03657A	1
	Bldg D	D-103 ACCU	mitsubishi	PUY-A24NHA7	97U15304D	1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	Bldg D	D-104 FCU	MITSUBISHI	PLA-A24EA7	82A01488B	1
	Bldg D	D-104 ACCU	MITSUBISHI	PUY-A24NHA7	85U03060C	1
	Bldg E-E (Library)	Friedrich Condenser Unit	Friedrich	MR30C3E	1264	1
	Bldg E-E (Library)	Friedrich Air Handler Unit	Friedrich	MR30C3E	1278	1
	P-23 (Portable Classroom)	Panasonic Condenser Unit	Panasonic	C24BCB6	592202249	1
	P-23 (Portable Classroom)	Panasonic Air Handler Unit	Panasonic	(Not Available)	(Not Available)	1
	Bldg E	DX split units				8
	Bldg F	DX split units				8
<b>9</b>	<b>King Kekaulike High School</b>					
	Bldg A (Control Room)	MHI Evaporator Unit		FDE360HA1	(Not Available)	1
	Bldg A (Control Room)	MHI Condensing Unit		FDC360HA1	83680088B	1
	Bldg B (Library)	AHU Carrier	Carrier	39TH21BA-CT-LHS-1	0497F50020	1
	Bldg B (Library)	AHU Carrier	Carrier	3976V07BA-B2-LH4-1	0597F51261	1
	Bldg B (Library)	FCU Carrier	Carrier	FC4BNF060	4496A17360	1
	Bldg B (Library)	ACCU Carrier	Carrier	38AH-028-600AC	5196F45859	1
	Bldg B (Library)	ACCU Carrier	Carrier	38AK5008-601	4596G00025	1
	Bldg B (Library)	ACCU Carrier	Carrier	38CKB060600	4296E18517	1
	Bldg B (Library)	RHC Delta Flow		EH10N346970572		1
	Bldg C (Cafeteria)	Carrier Supply Air Fan Units	Carrier	39LG18	various	2
	Bldg H (Physics Classroom)	FCU Carrier	Carrier	40QNB013200	2296Y30244	1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	Bldg H (Physics Classroom)	ACCU Carrier	Carrier	38AN012300	2296Y00243	1
	Bldg K		Mitsubishi			1
	Bldg V (Music Bldg)	AHU Carrier	Carrier	39TH17BA-C5-CKL-B	0497F50019	1
	Bldg V (Music Bldg)	AHU Carrier	Carrier	39TH09BA-CT-CKG-2	4097F49980	1
	Bldg V (Music Bldg)	ACCU Carrier	Carrier	38AH-028-600AC	5196F45872	1
	Bldg V (Music Bldg)	ACCU Carrier	Carrier	38AK5016-610	4196F34227	1
	Bldg V (Music Bldg)	RHC Reheat coil unit is located high in ceiling, and couldn't be easily accessed				1
	Bldg V (Music Bldg)	RHC Delta Flow		EH40N348970305B		1
	Performing Arts Center	PACU-1	Aaon	RN0183AEB19	201611BNCN1781	1
	Performing Arts Center	PACU-2	Aaon	RN031AEB19	201611BNCU11790	1
	Performing Arts Center	PACU-3	Aaon	RN0403AEA19	201611BNCV11791	1
	Performing Arts Center	PACU-4	Aaon	RN015AEB19	201611ANC11772	1
	Transformer Bldg	MHI Evaporator Unit		FDK140A1	2142027B	1
	Transformer Bldg	MHI Condensing Unit		FDC360HA1	21420146B	1
<b>10</b>	<b>Kula Elementary School</b>					
	Bldg B	Trane Gas Fired Heaters	Trane			6
	Bldg C	Trane Gas Fired Heaters	Trane			6
	Bldg E	Trane Gas Fired Heaters	Trane			2
	Bldg F	Taco, End Suction Pump 2HP	Taco	1208		1
	Bldg F	Taco, In Line Circulating Pump 2HP	Taco	133		1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	Bldg F	Raypak, Gas Boiler	Raypak	H-403		1
	Bldg F	Rudd, Hot Water Storage Tank Model	Rudd	ST120		1
	Bldg F	Trane Unitrane Fan Coil Units	Trane			6
	Bldg F	Cook, Centrifugal Roof Ventilator		ACE-B		1
<b>11</b>	<b>Lahaina Intermediate School</b>					
	Bldg G (Cafeteria)	Mars Air Curtains		72-COMBI	(Not Available)	6
	Bldg G (Cafeteria)	Greencheck Exhaust Fans	Greencheck	CUBE-300-30-G	96G06586	1
	Bldg G (Cafeteria)	Greencheck Exhaust Fan	Greencheck	CUBE-300-30-G	96G06587	1
	Bldg G (Cafeteria)	Greencheck Exhaust Fan	Greencheck	CUBE-300-30-G	96G0U526	1
	Bldg I Band Room	Johnson Controls Package Unit	Johnson Controls	DSV180B4M1VAA2A0A-A	1309-5904	1
	P-11 (Portable Classroom)	PACKAGE UNIT	BARD	WA484-A0Z		1
	P12	PACKAGE UNIT	BARD	WA49A1-A0Z		1
	P 13	PACKAGE UNIT	BARD	W49A1-A0ZUP4XXX		1
	P 14	PACKAGE UNIT	BARD			1
<b>12</b>	<b>Lahainaluna High School</b>					
	New Classroom Bldg (under warranty until 05/23/25)	FCU	Daikin	FXMQ48/30/15/18/07/24		15
	New Classroom Bldg (under warranty until 05/23/25)	RESTROOMS- EF-1,EF-2	COOK	80SQN-V		2
	Bldg B (Library)	CWU #1 Trane	Trane	CCAD40	(Not Available)	1
	Bldg B (Library)	ACC #1 Trane	Trane	MCCA40	(Not Available)	1
	Bldg B (Library)	CHWP#1 ITT B&G		Series 1510	(Not Available)	1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	Bldg B (Library)	CHWP#2 ITT B&G		Series 80	(Not Available)	1
	Bldg B (Library)	AHU #1 Carrier	Carrier	39T17	(Not Available)	1
	Bldg B (Library)	AHU #2 Carrier	Carrier	39T07	(Not Available)	1
	Bldg B (Library)	AHU #3 Carrier	Carrier	39L03	(Not Available)	1
	Bldg B (Library)	TU A Temp Master		S 300 cfm		1
	Bldg B (Library)	TU B Temp Master		S 450 cfm		1
	Bldg B (Library)	TU C Temp Master		S 750 cfm		1
	Bldg B (Library)	TU D Temp Master		S 975 cfm		1
	Bldg B (Library)	TU E Temp Master		S 1450 cfm		1
	Bldg B (Library)	TU F Temp Master		S 1790 cfm		1
	Bldg B (Library)	EF #1 Greenheck	Greenheck	CSP 260	(Not Available)	1
	Bldg H EXTERIOR (BACK)	ACCU-1	LG		704KCWC10R53	1
	Bldg H EXTERIOR (BACK)	ACCU-2	LG		705KC�L0KC55	1
	Bldg H EXTERIOR (BACK)	ACCU-3	LG		705KCEA0KC52	1
	Bldg H EXTERIOR (BACK)	ACCU-4	LG		703KCYQ17546	1
	Bldg H EXTERIOR (FRONT)	ACCU-5	LG		MEZ66708808	1
	H101	FCU1-1	LG		704KCM0SA62	1
	H101	FCU1-2	LG		704KCPY0SA44	1
	H102	FCU2-1	LG		704KCUK0SA82	1
	H102	FCU2-2	LG		704KCRY0SA18	1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	H103	FCU3-1	LG		704KCKJ0SA81	1
	H103	FCU3-2	LG		704KCB0SA17	1
	H104	FCU4-1	LG		704KCGW0VT59	1
	H104	FCU 4-2	LG		704KCEA0VT64	1
	H103	FCU-5	LG		MEZ65296017	1
	Bldg K101	Rheem Split System	Rheem	RAKA060CAS	4991F429911745	1
	Bldg K101	Rheem Split System	Rheem	RAKA060CAS	4991F030009588	1
	Bldg Z Music Bldg	Package Unit	York	DSV240B2M1HAA1A0A-A	1209-2292	1
	P 8		Carrier	24AHA436A300	3918X55840	1
	P 9					1
	P 12	UNKNOWN				1
	P-16, P-17 (Portable Classrooms)	Rheem Split System	Rheem	THC048AR0A1001B	334100718L	1
	P-16, P-17 (Portable Classrooms)	Trane Package Unit	Trane	THC048AR0A1001B	334100718L	1
	P-18	Bard Trailer Unit	Bard	W484AOZXX4XXX	236H052046085-02	1
	Cafeteria Office	Ductless Split		PUYA12NHAZ	7YU00107A	1
	Cafeteria Exhaust Fans	Cook				6
	Cafeteria Supply Fans	Cook				2
<b>13</b>	<b>Lanai High School</b>					
	Library	York PACU-1	York	zr037c00a4zz5001	N/A	1
	Library	YorkPACU-2	York	zr090c00a4azz50001	N/A	1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	Library	York PACU-3	York	zr102c00n4azz50001	N/A	1
	Library	York PACU-4	York	zr090c00a4azz50002	N/A	1
	B-1	Daiken Air Cooled Cond Unit	Daiken	rxyq120pbyd		1
	B-1	Daiken Fan Coil Unit	Daiken	fxmq48pvju		1
	B-1	Greenheck exhaust fan	Greenheck	sp-b		1
	B-2	Greenheck exhaust fan	Greenheck	s1		1
	B-3	Greenheck exhaust fan	Greenheck	sfd		1
	C-1	Daiken Fan Coil Unit	Daiken	fxmq72mvju		1
	C-1	Fantech	Fantech	fr		1
	Gym	Exhaust Fans				3
	S Bldg BandRM		CARRIER	50TJ-016-6B1BA		1
	S Bldg Comp RM		CARRIER	50TM008-601	4606G40546	2
	A-05 Tech RM					1
	V-1 Special RM					1
	U-2 Graf Art RM					1
<b>14</b>	<b>Lihikai Elementary School</b>					
	Bldg A Library	TON/1444000BTU	Carrier	50XCA14BAQH5FAG1AA	1919U66664	1
	Bldg A Library	18,000	Mitsubishi	PUY-A18NKA7	85U07187C	1
	Bldg A Library	138,000	Toshiba	MMY-MAP1446HT9P-UL	82900002	1
<b>15</b>	<b>Lokelani Intermediate School</b>					
	Bldg E (Music Bldg)	Trane Package Unit	Trane	SAUBC154BA0	A91H31501	1



**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	Bldg E (Music Bldg)	Trane Condenser Unit ACC#1	Trane	TTD718B100A0	F30201345	1
	Bldg E (Music Bldg)	Trane Condenser Unit ACC#2	Trane	TTD742B100A0	F45206197	1
	Bldg E (Music Bldg)	American Std. Fan Coil Unit FCU#1	American Standard	FWH724B140A0	F09375308	1
	Bldg E (Music Bldg)	American Std. Fan Coil Unit FCU#2	American Standard	FWH0368140A1	F51394892	1
	Bldg E (Choral Room)	AHU#1 Carrier	Carrier	39LD0GAA-BK-CPN-A9	(Not Available)	1
	Bldg E (Choral Room)	ACCU#1 Carrier	Carrier	38ARZ008-6-BA	(Not Available)	1
	Bldg G	Daikin ACCU G 1-1	Daikin	RXYQ96PYDN	A000159	1
	Bldg G	Daikin FCU 1-1	Daikin	FXAQ24MVJU	E001603	1
	Bldg G	Daikin FCU 1-2	Daikin	FXAQ24MVJU	E001450	1
	Bldg G	Daikin FCU 1-3	Daikin	FXAQ24MVJU	E001458	1
	Bldg G	Daikin FCU 1-4	Daikin	FXAQ24MVJU	E001489	1
	Bldg G	Daikin ACCU G 2-3	Daikin	RXYQ96PYDN	A000214	1
	Bldg G	Daikin FCU 2-9	Daikin	FXAQ24MVJU	E001529	1
	Bldg G	Daikin FCU 2-10	Daikin	FXAQ18MVJU	E000698	1
	Bldg G	Daikin FCU 2-4	Daikin	FXAQ24MVJU	E001534	1
	Bldg G	Daikin FCU 2-8	Daikin	FXAQ24MVJU	E001543	1
	Bldg G	Daikin ACCU G 2-2	Daikin	RXYQ96PYDN	A000268	1
	Bldg G	Daikin FCU 2-5	Daikin	FXAQ24MVJU	E001558	1
	Bldg G	Daikin FCU 2-6	Daikin	FXAQ18MVJU	E001604	1
	Bldg G	Daikin FCU 2-7	Daikin	FXAQ24MVJU	E001452	1

**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	Bldg G	Daikin FCU 2-11	Daikin	FXAQ12MVJU	E003740	1
	Bldg G	Daikin ACCU G 2-1	Daikin	RXYQ96PYDN	A000103	1
	Bldg G	Daikin FCU 2-1	Daikin	FXAQ24MVJU	E001459	1
	Bldg G	Daikin FCU 2-3	Daikin	FXAQ24MVJU	E001492	1
	Bldg G	Daikin FCU 2-2	Daikin	FXAQ24MVJU	E001530	1
	Bldg G	Daikin ACCU G 1-3	Daikin	RXYQ96PYDN	A000103	1
	Bldg G	Daikin FCU 1-7A	Daikin	FXAQ24MVJU	E001536	1
	Bldg G	Daikin FCU 1-8	Daikin	FXAQ24MVJU	E001544	1
	Bldg G	Daikin FCU 1-9	Daikin	FXAQ24MVJU	E001594	1
	Bldg G	Daikin ACCU G 1-2	Daikin	RXYQ96PYDN	A000123	1
	Bldg G	Daikin FCU 1-5	Daikin	FXAQ24MVJU	E001448	1
	Bldg G	Daikin FCU 1-6	Daikin	FXAQ24MVJU	E001537	1
	Bldg G	Daikin FCU 1-7	Daikin	FXAQ24MVJU	E001451	1
	Bldg G	Munters Units	Munters	RGA5453BAA01	various	16
	Bldg H (H1)		Trane	BCHD051B1		1
	Bldg H (H2)		Trane	BCHD051B1		1
	Bldg H (H1)	Fan Coil Unit	Mitsubishi	PKFY-P18		1
	Bldg H (H3)	Fan Coil Unit	Mitsubishi	PKFY-P18		1
	Bldg H (H4)	Fan Coil Unit	Mitsubishi	PKFY-P18		1
	Bldg H (H5)	Fan Coil Unit	Mitsubishi	PKFY-P18		1

**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	Bldg H (H6)	Fan Coil Unit	Mitsubishi	PKFY-P18		1
	Bldg H (H7)	Fan Coil Unit	Mitsubishi	PKFY-P18		1
	Bldg H (H8)	Fan Coil Unit	Mitsubishi	PKFY-P18		1
	Bldg H (H9)	Fan Coil Unit	Mitsubishi	PKFY-P18		1
	Bldg H (H10)	Fan Coil Unit	Mitsubishi	PEFY-P36		1
	Bldg H (H11)	Fan Coil Unit	Mitsubishi	PEFY-P36		1
	Bldg H (H12)	Fan Coil Unit	Mitsubishi	PEFY-P36		1
	Bldg H (H13)	Fan Coil Unit	Mitsubishi	PEFY-P36		1
	Bldg H (H14)	Fan Coil Unit	Mitsubishi	PKFY-P12		1
	Bldg H (H15)	Fan Coil Unit	Mitsubishi	PKFY-P12		1
	Bldg H (H16)	Fan Coil Unit	Mitsubishi	PKFY-P12		1
	Bldg I	ACCU-1	Mitsubishi	PUHY-P96YKMU-A	31W00271	1
	Bldg I	ACCU-2, 4	Mitsubishi	PUHY-P72YKMU-A	44W00387	2
	Bldg I	ACCU-3	Mitsubishi	PUHY-P120YKMU-A	3ZW00418	1
	Bldg I (101, 102,103,104,104A)	FCU 1,2,3,4,5,6,7,8,9	Mitsubishi	PFKY-P18NHMU-E2	various	9
	Bldg I 201	FCU 10	Mitsubishi	PEFY-P36NMHU-E		1
	Bldg I (202, 203)	FCU 11,12	Mitsubishi	PEFY-P48NMHU-E	various	2
	Bldg I 204	FCU 13	Mitsubishi	PEFY-P54NMHU-E		1
	P-1 (Portable Classroom)	Daikin ACCU	Daikin	RXYQ48MVJU	E001864	1
	P-1 (Portable Classroom)	Daikin FCU-1	Daikin	FXAQ24MVJU	E001453	1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	P-1 (Portable Classroom)	Daikin FCU-2	Daikin	FXAQ24MVJU	E001460	1
	P-2 (Portable Classroom)	Daikin ACCU	Daikin	RXYQ48MVJU	E001901	1
	P-2 (Portable Classroom)	Daikin FCU-1	Daikin	FXAQ24MVJU	E001409	1
	P-2 (Portable Classroom)	Daikin FCU-2	Daikin	FXAQ24MVJU	E001414	1
	P-2 (Portable Classroom)	Daikin FCU-3	Daikin	FXAQ24MVJU	E001514	1
	P-3 (Portable Classroom)	Daikin ACCU	Daikin	RXYQ48MVJU	E001581	1
	P-3 (Portable Classroom)	Daikin FCU-1	Daikin	FXAQ09MVJU	E001662	1
	P-3 (Portable Classroom)	Daikin FCU-2	Daikin	FXAQ09MVJU	E001670	1
	P-3 (Portable Classroom)	Daikin FCU-3	Daikin	FXAQ09MVJU	E002164	1
	P-3 (Portable Classroom)	Daikin FCU-4	Daikin	FXAQ09MVJU	E002167	1
	P-3 (Portable Classroom)	Daikin FCU-5	Daikin	FXAQ12MVJU	E001540	1
	P-4 (Portable Classroom)	Daikin ACCU	Daikin	RXYQ48MVJU	E001870	1
	P-4 (Portable Classroom)	Daikin FCU-1	Daikin	FXAQ24MVJU	E001497	1
	P-4 (Portable Classroom)	Daikin FCU-2	Daikin	FXAQ24MVJU	E001531	1
	P-5 (Portable Classroom)	Daikin ACCU	Daikin	RXYQ48MVJU	E001902	1
	P-5 (Portable Classroom)	Daikin FCU-1	Daikin	FXAQ24MVJU	E001538	1
	P-5 (Portable Classroom)	Daikin FCU-2	Daikin	FXAQ24MVJU	E001547	1
	P-6 (Portable Classroom)		Trane			1
	P-7 (Portable Classroom)	Daikin ACCU	Daikin	RXYQ48MVJU	E001594	1
	P-7 (Portable Classroom)	Daikin FCU-1	Daikin	FXAQ24MVJU	E001600	1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	P-7 (Portable Classroom)	Daikin FCU-2	Daikin	FXAQ24MVJU	E001447	1
	P-8 (Portable Classroom)	Daikin ACCU	Daikin	RXYQ48MVJU	E001872	1
	P-8 (Portable Classroom)	Daikin FCU-1	Daikin	FXAQ24MVJU	E001455	1
	P-8 (Portable Classroom)	Daikin FCU-2	Daikin	FXAQ24MVJU	E001462	1
	P-9 (Portable Classroom)	Daikin ACCU	Daikin	RXYQ48MVJU	E001912	1
	P-9 (Portable Classroom)	Daikin FCU-1	Daikin	FXAQ24MVJU	E001498	1
	P-9 (Portable Classroom)	Daikin FCU-2	Daikin	FXAQ24MVJU	E001532	1
	P-10 (Portable Classroom)	Daikin ACCU	Daikin	RXYQ48MVJU	E001604	1
	P-10 (Portable Classroom)	Daikin FCU-1	Daikin	FXAQ24MVJU	E001540	1
	P-10 (Portable Classroom)	Daikin FCU-2	Daikin	FXAQ24MVJU	E001555	1
	P-11 (Portable Classroom)	Daikin ACCU	Daikin	RXYQ48MVJU	E001881	1
	P-11 (Portable Classroom)	Daikin FCU-1	Daikin	FXAQ24MVJU	E001602	1
	P-11 (Portable Classroom)	Daikin FCU-2	Daikin	FXAQ24MVJU	E001449	1
	P-12 (Portable Classroom)	Daikin ACCU	Daikin	RXYQ48MVJU	E001942	1
	P-12 (Portable Classroom)	Daikin FCU-1	Daikin	FXAQ24MVJU	E001457	1
	P-12 (Portable Classroom)	Daikin FCU-2	Daikin	FXAQ24MVJU	E001481	1
	P-13 (Portable Classroom)	Daikin ACCU	Daikin	RXYQ48MVJU	E001617	1
	P-13 (Portable Classroom)	Daikin FCU-1	Daikin	FXAQ24MVJU	E001526	1
	P-13 (Portable Classroom)	Daikin FCU-2	Daikin	FXAQ24MVJU	E001533	1
	P-14 (Portable Classroom)	Daikin ACCU	Daikin	RXYQ48MVJU	E001900	1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	P-14 (Portable Classroom)	Daikin FCU-1	Daikin	FXAQ24MVJU	E001541	1
	P-14 (Portable Classroom)	Daikin FCU-2	Daikin	FXAQ24MVJU	E001557	1
	P-13 (Portable Classroom)	Trane Package Unit	Trane	THCD48A3R0A1001B	33400758L	1
	P-15 (Portable Classroom)	Bard Trailer Unit	Bard	WA491-B0ZXXXXXXG	219L041958100-02	1
	P 1,4,5,7,8,9,10,11,12,13,14	Munters Units	Munters	RGA5453BAA01	various	22
<b>16</b>	<b>Makawao Elementary</b>					
	Playcourt Telecom	FCU1	Carrier	40MHHC12-1	0319V25872	1
	Playcourt Telecom	ACCU	Carrier	38MHRC12A-1	5118V19819	1
<b>17</b>	<b>Maui High School</b>					
	Bldg B (Language Lab)	Tranes	Trane	FDSN-10A2	S4D236722	2
	Bldg C TV Recording Studio	FCU-C1	IEC	HBD2000483987	21U0001502	1
	Bldg C Storage/Utility/DR/Ofc	FCU -C2	IEC	HBD I 200483989	21U00015023	1
	Bldg C Media Production	FCU -C3	IEC	HBD 1600483990	21 U000 15025	1
	Bldg C Work Room	FCU -C4	IEC	HBD1200484000	21U00015024	1
	Bldg C Professional Materials	FCU -C5	IEC	HBD I 600483991	21 U000 15026	1
	Bldg C Preview/Meeting Room	FCU -C6	IEC	HBD1600483992	21U000I5027	1
	Bldg C (Library)	FCU-C7	IEC	HBD3000483993	21 U000 I S03 I	1
	Bldg C (Library)	FCU C-8- McQuay	IEC	HBD300483994	21 U000 I S032	1
	Bldg C	FCU-C9	IEC	HBD3000483994	21U000IS033	1
	Bldg C (Library)	FCU-C10	IEC	HBD3000483994	21UOOOI5034	1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	Bldg C (Library)	FCU-C11	IEC	HBD300048399S5	21U000I5035	1
	Bldg C Classroom	FCU C12	IEC	HBD3000483996	21U00015036	1
	Bldg C Classroom	FCU C13	IEC	HBD3000483996	21 U000 I S037	1
	Bldg H (Tower)	CDWP-1	Pentair	3X3X7382B	22-2613251-1	1
	Bldg H (Tower)	CDWP-2	Pentair	3X3X7382B	22-2613251-2	1
	Bldg H (Tower)	CHWP-1	Pentair	2X2X11382B-SC1800-CL	N/A	1
	Bldg H (Tower)	CHWP-2	Pentair	2X2X11382B-SC1800-CL	N/A	1
	Bldg H (Tower)	CT-1	Delta Cooling Towers	T-55	70889-1	1
	Bldg H (Tower)	CT-2	Delta Cooling Towers	T-55	70889-2	1
	Bldg H (Tower)	CH-1	Daikin	WGZ050DW4NNDPN	STNU210700154	1
	Bldg H (Tower)	CH-2	Daikin	WGZ050DW4NNDPN	STNU210700141	1
	Bldg H (Tower)	FCU-1-	Mitsubishi	PKA-A12HA7	14A30084C	1
	Bldg J (Band Room)	FCU J1	IEC	HBD30000483997	21U00015038	1
	Bldg J (Practice Room-Wardrobe)	FCU J2	IEC	HBD30000483998	21U00015022	1
	Bldg J Ensemble-Offices	FCU J3	IEC	HBD16000484001	21U00015028	1
	Bldg J 119	FCU J4	IEC	HBD2000484002	21U00015030	1
	Bldg J Choral Room	FCU J5	IEC	HBD3000483999	21U00015039	1
	Bldg J	FCU/ACCU	Carrier	ARCGK1A2/30RAP0255GCD G800	2819U30194/311965877	2

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	Bldg T	ACCU	Fujitsu	A0U36RLAVM/A0U12RLFW1	BNP000581/MYN048468	2
	P-30	Bard Trailer Unit	Bard	W4SACDA0ZXP4XXX	L224003447	1
	P-31	Bard Trailer Unit	Bard	W4SACDA0ZXP4XXX	L224003448	1
	P-32	Bard Trailer Unit	Bard	W4SACDA0ZXP4XXX	L224003449	1
	P-33	Bard Trailer Unit	Bard	W4SACDA0ZXP4XXX	L224003450	1
	P-34	Bard Trailer Unit	Bard	W4SACDA0ZXP4XXX	L224003451	1
	P-35	Bard Trailer Unit	Bard	W4SACDA0ZXP4XXX	L224003452	1
	P-36	Bard Trailer Unit	Bard	W4SACDA0ZXP4XXX	L224003453	1
	P-37					1
	Stem/Autism Bldg	LG - FCU 1A, 1B, 2B, 3A, 3B, 4C	LG	ARNU963B8A4	various	6
	Stem/Autism Bldg	LG - FCU-2A	LG	ARNU763B8A4		1
	Stem/Autism Bldg	LG - FCU-4A,4B	LG	ARNU543M3A4	various	2
	Stem/Autism Bldg	LG - FCU -4D	LG	ARNU363M2A4		1
	Stem/Autism Bldg	CU-1	LG	ARUM360BTE5		1
	Stem/Autism Bldg	CU-2	LG	ARUM192BTE5		1
	Stem/Autism Bldg	CU-3	LG	ARUM241BTE5		1
	Stem/Autism Bldg	FCU-5/CU-4	LG	LSN090HSV5	various	2
<b>18</b>	<b>Maui Waena Intermediate School</b>					
	Administration Bldg	CFU		AC030X1222A	WHLM006058	1
	Bldg B	No Info Available				1



**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	Bldg H (Library)	ACU-1- Carrier Package Unit (ACCU-1HA)	Carrier	MMY-MAP1446HT6P-UL	92300026	1
	Bldg H (Library)	ACU-2- Carrier Package Unit (ACCU-1HB)	Carrier	MMY-MAP0966HT6P-UL	92100001	1
	Bldg H (Library)	ACU-1- Carrier Air Cooled Condenser Unit (ACCU-2H)	Carrier	38AUDC12A0A6-0A0A0	1719C94374	1
	Bldg H (Library)	FCU-1H, 2H	CARRIER	MMD-AP0726HP-UL	various	2
	Bldg H (Library)	FCU-3H	CARRIER	MMD-AP0364H2UL	80240001	1
	Bldg H (Library)	FCU-4H	CARRIER	MMD-AP0244BH27L-1	90240024	1
	Bldg H (Library)	FCU-5H	CARRIER	MMD-AP0364H2UL	80240003	1
	Bldg H (Library)	FCU-6H	CARRIER	MMD-AP0600VHG2UL	904R2393	1
	Bldg H (Library)	FCU-7H	CARRIER	39LB06AA-54150X112	3019U30236	1
	Bldg I Admin	ACCU-1I	CARRIER	FX4DNF031L00	2518E27118	1
	Bldg I Admin	ACCU 2I, 3I	CARRIER	38AUDC12A0A6-0A0A0	various	2
	Bldg I Admin	FCU-1I	CARRIER	FX4DNF031L00	0719F35690	1
	Bldg I Admin	FCU-2I, 3I	CARRIER	40RUAA12T1A6-0A1A0 (SAV)	various	2
	Bldg M (Band Room)	Packaged AC	Johnson Controls	DSV180B4M1VAA2A01-A		1
	Bldg K (Cafeteria)	Greenheck Exhaust Fan Units	Greenheck	SWB-30-30	91E00538	1
	Bldg K (Cafeteria)	Greenheck Exhaust Fan Units	Greenheck	SWB-30-30	91E00539	1
	Bldg K (Cafeteria)	Greenheck Exhaust Fan Units	Greenheck	SWB-30-30	91E00540	1
	Bldg K (Cafeteria)	Carrier Supply Air Fan Units	Carrier	39FF13	2491T31643	1
	Bldg K (Cafeteria)	Carrier Supply Air Fan Units	Carrier	39FF13	2491T31596	1
	Building O (Classrooms)	Packaged Air Cooled Water Chiller	Carrier	30RAP0356KAC2DJ4	0715Q52797	1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	Building O (Classrooms)	Packaged Air Cooled Water Chiller	Carrier	30RAP0356KAC2DJ4	0715Q52809	1
	Building O (Classrooms)	Central Station Air Handling Unit	Carrier	39MN50D022VYB13XPS	0315U42212	1
	P-6 (Portable Classroom)		Fujitsu	AOU36RLX	CWN008467	1
	P-7 (Portable Classroom)		Toshiba/Carrier	RAV-SP420CT-UL	60420016	1
	P-8, P-9, P-10, P-11 (Portable Classrooms)	Trane Package Unit	Trane	THC048A3R0A10001000000	334100640L	1
	P-8, P-9, P-10, P-11 (Portable Classrooms)	Trane Package Unit	Trane	THC048A3R0A10001000000	334100736L	1
	P-8, P-9, P-10, P-11 (Portable Classrooms)	Trane Package Unit	Trane	THC048A3R0A10001000000	334100485L	1
	P-8, P-9, P-10, P-11 (Portable Classrooms)	Trane Package Unit	Trane	THC048A3R0A10001000000	334100650L	1
	P-12 (Portable Classroom)		Bard	WA4S3-A0ZVP4XXX	382D143113349-02	1
	TB-1 (Portable Classroom)	TB1 Bard Trailer Unit	Trane	THC048A3R0A10001000000	219L041958101-02	1
<b>19</b>	<b>Molokai High and Intermediate</b>					
	Trailer	Central System				1
	Bldg Q (Library)	Split systems				4
	LIBRARY	ACCU	MITSUBISHI	PUMY-P60NKMU	2YU00133A	1
	LIBRARY LOBBY	FCU	MITSUBISHI			1
	LIBRARY HALLWAY	FCU	MITSUBISHI			1
	LIBRARY BREAKER ROOM/SERVER ROOM	FCU	MITSUBISHI			1
	LIBRARY CLASSROOM	FCU	MITSUBISHI			1
	LIBRARY CLASSROOM	FCU	MITSUBISHI			1
	LIBRARY OFFICE	FCU	MITSUBISHI			1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	LIBRARY CLASSROOM/LOUNGE	FCU	MITSUBISHI			1
	Bldg R (Music)	Split system				4
<b>20</b>	<b>Princess Nahienaena Elementary School</b>					
	Cafeteria	MARS Air Curtains	Mars	36C	(Not Available)	8
	Cafeteria	MARS Air Curtain	Mars	EHV 84	9801B84T 1/2	1
	Cafeteria	Exhaust Fans		(Not Available)	(Not Available)	2
	P-8 (Portable Classroom)	Trane Package System	Trane	THC048A3R0A1001B0	334100591L15	1
	P-9	Bard Trailer Unit	Bard			1
	P-10,11,12 (Portable Classroom)	Packaged AC	Bard	WA4S3-A0ZVP4XXX	various	3
	BLDG F COMPUTER CENTER-204	FCU 1A	LG	ARNU243BHA4		1
	BLDG F COMPUTER CENTER204	FCU 1B	LG	ARNU243BHA5		1
	BLDG F COMPUTER CENTER-204	FCU 1C	LG	ARNU243BHA6		1
	BLDG F COMPUTER CENTER-204	FCU 1D	LG	ARNU243BHA7		1
	BLDG F COMPUTER CENTER-204	CU-1	LG	ARUN096BTE4	704KCPY10R60	1
	BLDG F COMPUTER CENTER-203	FCU-2	LG	LSN180HSV4		1
	BLDG F COMPUTER CENTER-203	CU-2	LG	LSU180HSV4	610KAXV0GJ34	1
	BLDG F ELEVATOR MACHINE-210	FCU-3	LG	LHN247HV		1
	BLDG F ELEVATOR MACHINE-210	CU-3	LG	LUU247HV	704KCFT0WH31	1
<b>21</b>	<b>Pomaikai Elementary School</b>					
	Bldg A	AHU-1 Carrier Air Handler	Carrier	39LD18GABK	806404314	1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	Bldg A	ACCU-1 Carrier Condensing Unit	Carrier	38AH034611AC	0706Q3765	1
	Bldg A	AHU-2 Carrier Air Handler	Carrier	39LD15GABBCPSA9	0806U04352	1
	Bldg A	ACCU-2 Carrier Condensing Unit	Carrier	38AH034611AC	0706Q3765	1
	Bldg A	ACCU-A Airedale Condensing Unit	Airedale	SCC12DA00A0AA0B	1-05-M-555948	1
	Bldg A	AHU-A Airedale Air Handler	Airedale	CAC2/114M	PA4255-U26993	1
	Bldg B, Room B-107	AC-7Airedale Package Unit	Airedale	CMX-4	PA42550U26965	1
	Bldg B, Room B-106	AC-6 Airedale Package Unit	Airedale	CMX-4	PA4255-U2696	1
	Bldg B, Room B-105	AC-5 Airedale Package Unit	Airedale	CMX-4	PA4255-U26963	1
	Bldg B, Room B-104	AC-1 Airedale Package Unit	Airedale	CMX-4	PA4255-U26959	1
	Bldg B, Room B-103	AC-2 Airedale Package Unit	Airedale	CMX-4	PA4255-U26960	1
	Bldg B, Room B-102	AC-3 Airedale Package Unit	Airedale	CMX-4	PA4255-U26961	1
	Bldg B, Room B-101	AC-4 Airedale Package Unit	Airedale	CMX-4	PA4255-U26962	1
	Bldg B, Room B-206	AC-13 Airedale Package Unit	Airedale	CMX-4	PA4255U26955	1
	Bldg B, Room B-205	AC-12 Airedale Package Unit	Airedale	CMX-4	PA4255-U26970	1
	Bldg B, Room B-204	AC-11 Airedale Package Unit	Airedale	CMX-4	PA4255-U26969	1
	Bldg B, Room B-203	AC-10 Airedale Package Unit	Airedale	CMX-4	PA4255-U26968	1
	Bldg B, Room B-202	AC-8 Airedale Package Unit	Airedale	CMX-4	PA4255-U26966	1
	Bldg B, Room B-201	AC-9 Airedale Package Unit	Airedale	CMX-4	PA4255-U26967	1
	Bldg B, Faculty Room	Airedale Multizone ACCU	Airedale	MC4D04040FDFA0G	1-05-L-3981-47	1
	Bldg B, Faculty Room	AHU-1 Airedale Air Handler	Airedale	CAC24M	PA4255-U2-7004	1

**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	Bldg B, Faculty Room	AHU-2 Airedale Air Handler	Airedale	CAC24M	PA4255-U2-7002	1
	Bldg B, Faculty Room	Exhaust Fans	Fan Tech	FX-4	various	5
	Bldg C (Cafeteria)	Berner Air Curtains	Berner	ASR 2072A	(Not Available)	1
	Bldg C (Cafeteria)	AHU Airedale Air Handler	Airedale	CAC24M	(Not Available)	1
	Bldg C (Cafeteria)	ACCU Airedale	Airedale	SCC-09D	(Not Available)	1
	Bldg C (Cafeteria)	ACCU Airedale	Airedale	MC4D 0404	(Not Available)	1
	Bldg C (Cafeteria)	Exhaust Fans	Fan Tech	FX-4XL	(Not Available)	1
	Bldg C (Cafeteria)	Exhaust Fans	Fan Tech	FX-4	(Not Available)	1
	Bldg C (Cafeteria)	Exhaust Fans	Fan Tech	FX-8	(Not Available)	1
	Bldg C (Cafeteria)	FCU Airedale	Airedale	CAC2/8	(Not Available)	1
	Bldg C (Cafeteria)	Greenheck Supply Air	Greenheck	BSQ-360-20	(Not Available)	1
	Bldg D, Faculty Room	ACCU Airedale Multizone	Airedale	MC4D04040F0F00G	1-05-L-3981-4	1
	Bldg D, Faculty Room	AHU-1 Airedale Air Handler	Airedale	CAC24M	PA4255-U27000	1
	Bldg D, Faculty Room	AHU-2 Airedale Air Handler	Airedale	CAC24M	PA4255-U269995	1
	Bldg D, Faculty Room	Exhaust Fans	Fan Tech	FX-4	(Not Available)	5
	Bldg D, Room D-102	AC-16 Airedale Package Unit	Airedale	CMX-4	PA4255-U26973	1
	Bldg D, Room D-103	AC-16 Airedale Package Unit	Airedale	CMX-4	PA4255-U26972	1
	Bldg D, Room D-104	AC-15 Airedale Package Unit	Airedale	CMX-4	PA4255-U26971	1
	Bldg D, Room D-105	AC-17 Airedale Package Unit	Airedale	CMX-4	PA4255-U26974	1
	Bldg D, Room D-106	AC-18 Airedale Package Unit	Airedale	CMX-4	PA4255-U26975	1

**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	Bldg D, Room D-107	AC-19 Airedale Package Unit	Airedale	CMX-4	PA4255-U26976	1
	Bldg D, Room D-202	AC-22 Airedale Package Unit	Airedale	CMX-4	PA4255-U26978	1
	Bldg D, Room D-203	AC-21 Airedale Package Unit	Airedale	CMX-4	PA4255-U26986	1
	Bldg D, Room D-204	AC-20 Airedale Package Unit	Airedale	CMX-4	PA4255-U26977	1
	Bldg D, Room D-205	AC-23 Airedale Package Unit	Airedale	CMX-4	PA4255-U26980	1
	Bldg D, Room D-206	AC-24 Airedale Package Unit	Airedale	CMX-4	PA4255U26981	1
	Bldg D, Room D-207	AC-25 Airedale Package Unit	Airedale	CMX-4	PA4255-U26982	1
	Bldg E, Room E-102	AC-32 Airedale Package Unit	Airedale	CMX-4	PA4255-U26988	1
	Bldg E, Room E-103	AC-31 Airedale Package Unit	Airedale	CMX-4	PA4255-U26956	1
	Bldg E, Room E-104	AC-30 Airedale Package Unit	Airedale	CMX-4	PA4255-U26987	1
	Bldg E, Room E-105	AC-26 Airedale Package Unit	Airedale	CMX-4	PA4255-U26983	1
	Bldg E, Room E-106	AC-27 Airedale Package Unit	Airedale	CMX-4	PA4255-U26984	1
	Bldg E, Room E-107	AC-28 Airedale Package Unit	Airedale	CMX-4	PA4255-U26985	1
	Bldg E, Room E-108	AC-29 Airedale Package Unit	Airedale	CMX-4	PA4255-U26979	1
	Bldg E, Room E-201	AC-38 Airedale Package Unit	Airedale	CMX-4	PA4255-U26958	1
	Bldg E, Room E-203	AC-37 Airedale Package Unit	Airedale	CMX-4	PA4255-U26954	1
	Bldg E, Room E-204	AC-36 Airedale Package Unit	Airedale	CMX-4	PA4255-U26957	1
	Bldg E, Room E-205	AC-35 Airedale Package Unit	Airedale	CMX-4	PA4255-U26991	1
	Bldg E, Room E-206	AC-33 Airedale Package Unit	Airedale	CMX-4	PA4255-U26998	1
	Bldg E, Room E-207	AC-35 Airedale Package Unit	Airedale	CMX-4	PA4255-U26990	1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	Faculty Room	ACCU Airedale Multizone	Airedale	MC4D04040F0F00G	1-05-L-3981-48	1
	Faculty Room	AHU-1 Airedale Air Handler	Airedale	CAC24M	PA4255-U26998	1
	Faculty Room	AHU-2 Airedale Air Handler	Airedale	CAC24M	PA4255-U27001	1
	Faculty Room	Exhaust Fans, Fan Tech		FX-4	(Not Available)	5
<b>22</b>	<b>Pu'u Kukui Elementary School</b>					
	Bldg A, Room 110	Centrifugal Fans EF-A-1	Greenheck	SEI-10-428-P-X	12707223 1202	1
	Bldg A	Air-to-Air Recovery Eqp ERV-A-1	Daiken	ERV-251S-20-A	12665389	1
	Bldg A, Room 116	FCU-A-1	Daiken	FXZQ12M7VJU	6103776	1
	Bldg A, Room 117	FCU-A-2	Daiken	FXZQ18M7VJU	6104180	1
	Bldg A, Room 105A	FCU-A-3	Daiken	FXZQ30M7VJU	C000614	1
	Bldg A, Room 105E	FCU-A-4	Daiken	FXZQ12M7VJU	C000831	1
	Bldg A, Room 118	FCU-A-5	Daiken	FXZQ12M7VJU	6103851	1
	Bldg A, Room 123	FCU-A-6	Daiken	FXZQ12M7VJU	61033771	1
	Bldg A, Room 123	FCU-A-7	Daiken	FXZQ18M7VJU	6104040	1
	Bldg A, Room 124	FCU-A-8	Daiken	FXFQ24PVJU	C000349	1
	Bldg A, Room 108	FCU-A-9	Daiken	FXZQ12M7VJU	6103859	1
	Bldg A, Room 125	FCU-A-10	Daiken	FXZQ18M7VJU	C000438	1
	Bldg A, Room 128	FCU-A-11	Daiken	FXZQ18M7VJU	6104037	1
	Bldg A, Room 101	FCU-A-12	Daiken	FXFQ24PVJU	C000353	1
	Bldg A, Room 102	FCU-A-13	Daiken	FXZQ18M7VJU	6104030	1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	Bldg A, Room 102a	FCU-A-14	Daiken	FXZQ09M7VJU	6102800	1
	Bldg A	ACCU-A-1	Daiken	RXYQ120PBYD RXYQ96PBYD	A000358/ A000227	1
	Bldg B, Room 114	Centrifugal Fans EF-B-1	Greenheck	SP-B150	12662335	1
	Bldg B, Room 112	Centrifugal Fans EF-B-2	Greenheck	SP-B80	12662337	1
	Bldg B, Room 113	Centrifugal Fans EF-B-3	Greenheck	SP-B150	12662336	1
	Bldg B, Room 120	Centrifugal Fans EF-B-4	Greenheck	SEI-10-428-P-X	12661839 1111	1
	Bldg B, Room 118	Centrifugal Fans OAF-B-12	Fantech	FR-110	919710	1
	Bldg B, SPED Dryer	Centrifugal Fans OAF-B-15	Fantech	FR-110	919719	1
	Bldg B	Air-to-Air Recovery Eqp ERV-B-1	Greenheck	ERV-251S-20-A	12709993	1
	Bldg B, Room 122	Air-to-Air Recovery Eqp OAU-B-1	Munters	DRYCOOL HD	04B0111123	1
	Bldg B, Room 101	Air-to-Air Recovery Eqp OAU-B-2	Munters	DRYCOOL HD	04A1211110104	1
	Bldg B, Room 101	Air-to-Air Recovery Eqp OAU-B-3	Munters	DRYCOOL HD	04B0111110125	1
	Bldg B, Room 115	Air-to-Air Recovery Eqp OAU-B-4	Munters	DRYCOOL HD	04A1211110108	1
	Bldg B, Room 115	Air-to-Air Recovery Eqp OAU-B-5	Munters	DRYCOOL HD	04A1211110106	1
	Bldg B, Room 117	Air-to-Air Recovery Eqp OAU-B-6	Munters	DRYCOOL HD	04B0111110124	1
	Bldg B, Room 117	Air-to-Air Recovery Eqp OAU-B-7	Munters	DRYCOOL HD	14A1211110103	1
	Bldg B, Room 121	Fan-Coil Units FCU-B-1	Daiken	FXZQ12M7VJU	6103812	1
	Bldg B, Room 122	Fan-Coil Units FCU-B-2	Daiken	FXFQ24PVJU	C000846	1
	Bldg B, Room 123	Fan-Coil Units FCU-B-3	Daiken	FXZQ12M7VJU	6103813	1
	Bldg B, Room 124	Fan-Coil Units FCU-B-4	Daiken	FXZQ18M7VJU	6104127	1



**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	Bldg B, Room 125c	Fan-Coil Units FCU-B-5	Daiken	FXZQ09M7VJU	6102782	1
	Bldg B, Room 101	Fan-Coil Units FCU-B-6	Daiken	FXZQ48PVJU	E002087	1
	Bldg B, Room 126	Fan-Coil Units FCU-B-7	Daiken	FXFQ24PVJU	C000850	1
	Bldg B, Room 101	Fan-Coil Units FCU-B-8	Daiken	FXZQ48PVJU	E002103	1
	Bldg B, Room 101	Fan-Coil Units FCU-B-9	Daiken	FXZQ07M7VJU	6106240	1
	Bldg B, Room 130a	Fan-Coil Units FCU-B-10	Daiken	FXFQ24PVJU	C000849	1
	Bldg B, Room 130	Fan-Coil Units FCU-B-11	Daiken	FXFQ24PVJU	C000848	1
	Bldg B, Room 118	Fan-Coil Units FCU-B-12	Daiken	FXZQ18M7VJU	6104145	1
	Bldg B, Room 117	Fan-Coil Units FCU-B-13	Daiken	FXFQ24PVJU	C000845	1
	Bldg B, Room 117	Fan-Coil Units FCU-B-14	Daiken	FXFQ24PVJU	C000844	1
	Bldg B, Room 116	Fan-Coil Units FCU-B-15	Daiken	FXZQ12M7VJU	6103792	1
	Bldg B, Room 115a	Fan-Coil Units FCU-B-16	Daiken	FXZQ30M7VJU	C000768	1
	Bldg B, Room 115a	Fan-Coil Units FCU-B-17	Daiken	FXZQ30M7VJU	C000766	1
	Bldg B, Room 115	Fan-Coil Units FCU-B-18	Daiken	FXZQ30M7VJU	C000763	1
	Bldg B, Room 115	Fan-Coil Units FCU-B-19	Daiken	FXZQ30M7VJU	C000767	1
	Bldg B, Room 101	Fan-Coil Units FCU-B-20	Daiken	FXZQ48PVJU	E002088	1
	Bldg B, Room 107	Fan-Coil Units FCU-B-21	Daiken	FXZQ07M7VJU	6106242	1
	Bldg B, Room 109	Fan-Coil Units FCU-B-22	Daiken	FXZQ07M7VJU	6106235	1
	Bldg B, Room 101	Fan-Coil Units FCU-B-23	Daiken	FXZQ48PVJU	E002081	1
	Bldg B, Room 108	Fan-Coil Units FCU-B-24	Daiken	FXZQ07M7VJU	6106236	1

**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	Bldg B, Room 105	Fan-Coil Units FCU-B-25	Daiken	FXZQ12M7VJU	6103849	1
	Bldg B, Room 106	Fan-Coil Units FCU-B-26	Daiken	FXZQ12M7VJU	6103852	1
	Bldg B, Room 104	Fan-Coil Units FCU-B-27	Daiken	FXZQ12M7VJU	6103811	1
	Bldg B, Room 102	Fan-Coil Units FCU-B-28	Daiken	FXZQ18M7VJU	6104148	1
	Bldg B	ACCU-B-1	Daiken	RXYQ120PBYD RXYQ120PBYD	A000356/ A000354	1
	Bldg B	ACCU-B-2	Daiken	RXYQ120PBYD RXYQ120PBYD	A000357/ A000407	1
	Bldg C	Air Curtains				4
	Bldg C, Kitchen Hood	Centrifugal Fans EF-C-1	Greenheck	CUBE-141HP-7-X	12707275 1202	1
	Bldg C, General Exhaust	Centrifugal Fans EF-C-2	Greenheck	GB-180-10-S	12707276 1202	1
	Bldg C, Room 106	Centrifugal Fans EF-C-3	Greenheck	SEI-10-428-P-X	12707221 1202	1
	Bldg C, Room 107	Centrifugal Fans SF-C-1A	Ruskin	ACC-78	AL 122426	1
	Bldg C, Room 101	Centrifugal Fans SF-C-1B	Ruskin	ACC-78	AL 122426	1
	Bldg C, Room 101	Centrifugal Fans SF-C-1C	Ruskin	ACC-78	AL 122426	1
	Bldg C, Room 101	Centrifugal Fans SF-C-1D	Ruskin	ACC-78	AL 122426	1
	Bldg C, Room 101	Centrifugal Fans SF-C-1E	Ruskin	ACC-78	AL 122426	1
	Bldg C, Room 101	Centrifugal Fans SF-C-1F	Ruskin	ACC-78	AL 122426	1
	Bldg C, Room 107	Centrifugal Fans SF-C-2	Greenheck	KSF-108-H10-DB	12707397	1
	Room 102 (Bldg D)	Centrifugal Fans EF-D-1	Greenheck	SEI-10-428-P-X	12707225	1
	Bldg K	Air Cooled Refrigerant Condensers ACCU-C-1	Daiken	RXYQ120PBYD	A000385	1
	Bldg E, Room 129C	Centrifugal Fans EF-E-1	Greenheck	SP-B90	1278606	1

**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	Bldg E, Room 101C	Centrifugal Fans EF-E-2	Greenheck	SQ-85-D-X	12708086	1
	Bldg E, Room 108	Centrifugal Fans EF-E-3	Greenheck	SEI-10-428-P-X	12661840	1
	Bldg E, Room 101	Centrifugal Fans EF-E-4	Greenheck	FR-110	910833	1
	Bldg E, Room 103a	Centrifugal Fans EF-E-5	Greenheck	SP-B150	CAPN12708162	1
	Bldg E, Room 103c	Centrifugal Fans EF-E-6	Greenheck	SP-B150	12708160	1
	Bldg E, Room 101b	Centrifugal Fans EF-E-7	Greenheck	SP-B150	None	1
	Bldg E, Room 101a	Centrifugal Fans EF-E-8	Greenheck	SP-B150	12708164	1
	Bldg E, Room 111/112	Centrifugal Fans EF-E-9	Greenheck	G-103-A-X	12708138 1201	1
	Bldg E, Room 123/124	Centrifugal Fans EF-E-10	Greenheck	G-123-A-X	12708139	1
	Bldg E, Room 129b	Centrifugal Fans EF-E-11	Greenheck	SP-B150	12708159	1
	Bldg E, Room 130a	Centrifugal Fans EF-E-12	Greenheck	SP-B150	12708163	1
	Bldg E, Room 129	Air-to-Air Recovery Eqp OAU-E-1	Munters	DRYCOOL HD	04M1511110743	1
	Bldg E, Room 129	Air-to-Air Recovery Eqp OAU-E-2	Munters	DRYCOOL HD	04M1511110737	1
	Bldg E, Room 127	Air-to-Air Recovery Eqp OAU-E-3	Munters	DRYCOOL HD	04M1711110764	1
	Bldg E, Room 127	Air-to-Air Recovery Eqp OAU-E-4	Munters	DRYCOOL HD	04M1511110750	1
	Bldg E, Room 125	Air-to-Air Recovery Eqp OAU-E-5	Munters	DRYCOOL HD	04M1711110773	1
	Bldg E, Room 125	Air-to-Air Recovery Eqp OAU-E-6	Munters	DRYCOOL HD	04M1511110749	1
	Bldg E, Room 119	Air-to-Air Recovery Eqp OAU-E-7	Munters	DRYCOOL HD	04M1511110754	1
	Bldg E, Room 119	Air-to-Air Recovery Eqp OAU-E-8	Munters	DRYCOOL HD	04M1711110775	1
	Bldg E, Room 118	Air-to-Air Recovery Eqp OAU-E-9	Munters	DRYCOOL HD	04M1511110738	1

**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	Bldg E, Room 118	Air-to-Air Recovery Eqp OAU-E-10	Munters	DRYCOOL HD	04M1711110722	1
	Bldg E, Room 116	Air-to-Air Recovery Eqp OAU-E-11	Munters	DRYCOOL HD	04M1511110740	1
	Bldg E, Room 116	Air-to-Air Recovery Eqp OAU-E-12	Munters	DRYCOOL HD	04M1511110745	1
	Bldg E, Room 115	Air-to-Air Recovery Eqp OAU-E-13	Munters	DRYCOOL HD	04M1711110777	1
	Bldg E, Room 115	Air-to-Air Recovery Eqp OAU-E-14	Munters	DRYCOOL HD	04M1711110780	1
	Bldg E, Room 113	Air-to-Air Recovery Eqp OAU-E-15	Munters	DRYCOOL HD	04M1711110706	1
	Bldg E, Room 113	Air-to-Air Recovery Eqp OAU-E-16	Munters	DRYCOOL HD	04M1711110765	1
	Bldg E, Room 106	Air-to-Air Recovery Eqp OAU-E-17	Munters	DRYCOOL HD	04M1711110766	1
	Bldg E, Room 106	Air-to-Air Recovery Eqp OAU-E-18	Munters	DRYCOOL HD	04M1711110778	1
	Bldg E, Room 104	Air-to-Air Recovery Eqp OAU-E-19	Munters	DRYCOOL HD	04M1711110762	1
	Bldg E, Room 104	Air-to-Air Recovery Eqp OAU-E-20	Munters	DRYCOOL HD	04M1511110742	1
	Bldg E, Room 101	Air-to-Air Recovery Eqp OAU-E-21	Munters	DRYCOOL HD	04A0312110800	1
	Bldg E, Room 101	Air-to-Air Recovery Eqp OAU-E-22	Munters	DRYCOOL HD	04M1711110776	1
	Bldg E, Room 129	Fan-Coil Units FCU-E-1	Daiken	FXFQ24PVJU	C0001071	1
	Bldg E, Room 129	Fan-Coil Units FCU-E-2	Daiken	FXFQ24PVJU	C001110	1
	Bldg E, Room 128	Fan-Coil Units FCU-E-3	Daiken	FXFQ24PVJU	C001112	1
	Bldg E, Room 127	Fan-Coil Units FCU-E-4	Daiken	FXFQ24PVJU	C000900	1
	Bldg E, Room 127	Fan-Coil Units FCU-E-5	Daiken	FXFQ24PVJU	C000886	1
	Bldg E, Room 126	Fan-Coil Units FCU-E-6	Daiken	FXZQ09M7VJU	6102823	1
	Bldg E, Room 125	Fan-Coil Units FCU-E-7	Daiken	FXFQ24PVJU	C001052	1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	Bldg E, Room 125	Fan-Coil Units FCU-E-8	Daiken	FXFQ24PVJU	C001057	1
	Bldg E, Room 122	Fan-Coil Units FCU-E-9	Daiken	FXFQ24PVJU	C000901	1
	Bldg E, Room 119	Fan-Coil Units FCU-E-10	Daiken	FXFQ24PVJU	C000834	1
	Bldg E, Room 119	Fan-Coil Units FCU-E-11	Daiken	FXFQ24PVJU	C000902	1
	Bldg E, Room 118	Fan-Coil Units FCU-E-12	Daiken	FXFQ24PVJU	C000933	1
	Bldg E, Room 118	Fan-Coil Units FCU-E-13	Daiken	FXFQ24PVJU	C000934	1
	Bldg E, Room 117	Fan-Coil Units FCU-E-14	Daiken	FXZQ09M7VJU	6102794	1
	Bldg E, Room 116	Fan-Coil Units FCU-E-15	Daiken	FXFQ24PVJU	C000932	1
	Bldg E, Room 116	Fan-Coil Units FCU-E-16	Daiken	FXFQ24PVJU	C000931	1
	Bldg E, Room 115	Fan-Coil Units FCU-E-17	Daiken	FXFQ24PVJU	C0001017	1
	Bldg E, Room 115	Fan-Coil Units FCU-E-18	Daiken	FXFQ24PVJU	C001030	1
	Bldg E, Room 115	Fan-Coil Units FCU-E-19	Daiken	FXZQ09M7VJU	6002690	1
	Bldg E, Room 114	Fan-Coil Units FCU-E-20	Daiken	FXFQ24PVJU	C001058	1
	Bldg E, Room 113	Fan-Coil Units FCU-E-21	Daiken	FXFQ24PVJU	C001051	1
	Bldg E, Room 106	Fan-Coil Units FCU-E-22	Daiken	FXFQ24PVJU	C001020	1
	Bldg E, Room 106	Fan-Coil Units FCU-E-23	Daiken	FXFQ24PVJU	C001041	1
	Bldg E, Room 105	Fan-Coil Units FCU-E-24	Daiken	FXZQ09M7VJU	60022687	1
	Bldg E, Room 104	Fan-Coil Units FCU-E-25	Daiken	FXFQ24PVJU	C001029	1
	Bldg E, Room 104	Fan-Coil Units FCU-E-26	Daiken	FXFQ24PVJU	C001031	1
	Bldg E, Room 103	Fan-Coil Units FCU-E-27	Daiken	FXZQ18M7VJU	6104000	1

**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	Bldg E, Room 101	Fan-Coil Units FCU-E-28	Daiken	FXFQ24PVJU	C000903	1
	Bldg E, Room 101	Fan-Coil Units FCU-E-29	Daiken	FXFQ24PVJU	C001022	1
	Bldg E	Air Cooled Refrigerant Condensers ACCU-E-1	Daiken	RXYQ96PBYD/ RXYQ72PBYD	A000224/ A000238	1
	Bldg E	Air Cooled Refrigerant Condensers ACCU-E-2	Daiken	RXYQ96PBYD/ RXYQ72PBYD	A00225/ A00270	1
	Bldg E	Air Cooled Refrigerant Condensers ACCU-E-3	Daiken	RXYQ120PBYD/ RXYQ120PBYD	A000390/ A000363	1
	Bldg F, Room 108b	Centrifugal Fans EF-F-1	Greenheck	SP-B90	12708166	1
	Bldg F, Room 107	Centrifugal Fans EF-F-2	Greenheck	SP-B110	12012739	1
	Bldg F, Room 101	Centrifugal Fans EF-F-3	Greenheck	SEI-10-428-P-X	12661841 1111	1
	Bldg F, Room 108c	Centrifugal Fans EF-F-4	Greenheck	SP-B90	12708165	1
	Bldg F, Room 105/106	Centrifugal Fans EF-F-5	Greenheck	G-133-A-X	12922455 1203	1
	Bldg F, Room 102	Air-to-Air Recovery Eqp OAU-F-1	Munters	DRYCOOL HD	04M1511110741	1
	Bldg F, Room 102	Air-to-Air Recovery Eqp OAU-F-2	Munters	DRYCOOL HD	04M1711110761	1
	Bldg F, Room 104	Air-to-Air Recovery Eqp OAU-F-3	Munters	DRYCOOL HD	04M1711110779	1
	Bldg F, Room 104	Air-to-Air Recovery Eqp OAU-F-4	Munters	DRYCOOL HD	04M1711110759	1
	Bldg F, Room 111	Air-to-Air Recovery Eqp OAU-F-5	Munters	DRYCOOL HD	04M1511110746	1
	Bldg F, Room 111	Air-to-Air Recovery Eqp OAU-F-6	Munters	DRYCOOL HD	04M1511110744	1
	Bldg F, Room 113	Air-to-Air Recovery Eqp OAU-F-7	Munters	DRYCOOL HD	04M1511110747	1
	Bldg F, Room 113	Air-to-Air Recovery Eqp OAU-F-8	Munters	DRYCOOL HD	04M1511110752	1
	Bldg F, Room 114	Air-to-Air Recovery Eqp OAU-F-9	Munters	DRYCOOL HD	04M1511110755	1
	Bldg F, Room 114	Air-to-Air Recovery Eqp OAU-F-10	Munters	DRYCOOL HD	04M1511110739	1

**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	Bldg F, Room 102	Fan-Coil Units FCU-F-1	Daiken	FXFQ24PVJU	C000908	1
	Bldg F, Room 102	Fan-Coil Units FCU-F-2	Daiken	FXFQ24PVJU	C000907	1
	Bldg F, Room 103	Fan-Coil Units FCU-F-3	Daiken	FXZQ09M7VJU	6102806	1
	Bldg F, Room 104	Fan-Coil Units FCU-F-4	Daiken	FXFQ24PVJU	C000851	1
	Bldg F, Room 104	Fan-Coil Units FCU-F-5	Daiken	FXFQ24PVJU	C000847	1
	Bldg F, Room 108	Fan-Coil Units FCU-F-6	Daiken	FXFQ24PVJU	C000885	1
	Bldg F, Room 111	Fan-Coil Units FCU-F-7	Daiken	FXFQ24PVJU	C000884	1
	Bldg F, Room 111	Fan-Coil Units FCU-F-8	Daiken	FXFQ24PVJU	C000909	1
	Bldg F, Room 112	Fan-Coil Units FCU-F-9	Daiken	FXZQ09M7VJU	6102806	1
	Bldg F, Room 113	Fan-Coil Units FCU-F-10	Daiken	FXFQ24PVJU	C000889	1
	Bldg F, Room 113	Fan-Coil Units FCU-F-11	Daiken	FXFQ24PVJU	C000910	1
	Bldg F, Room 114	Fan-Coil Units FCU-F-12	Daiken	FXFQ24PVJU	C000888	1
	Bldg F, Room 114	Fan-Coil Units FCU-F-13	Daiken	FXFQ24PVJU	C000914	1
	Bldg F	Air Cooled Refrigerant Condensers ACCU-F-1	Daiken	RXYQ120PBYD/ RXYQ120PBYD	A000362/ A000352	1
	Bldg G, Room 101c	Centrifugal Fans EF-G-1	Greenheck	SP-B90	12708157	1
	Bldg G, Room 105	Centrifugal Fans EF-G-2	Greenheck	SP-B150	12708167	1
	Bldg G, Room 108	Centrifugal Fans EF-G-3	Greenheck	SQ-90-D-X	12708087 1201	1
	Bldg G, SPED DRYER	Centrifugal Fans EF-G-4	Greenheck	FR-110	910833	1
	Bldg G, Room 101b	Centrifugal Fans EF-G-5	Greenheck	SP-B150	12708169	1
	Bldg G, Room 101a	Centrifugal Fans EF-G-6	Greenheck	SP-B150	12708168	1

**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	Bldg G, Room 109/110	Centrifugal Fans EF-G-7	Greenheck	G-133-A-X	12708140 1201	1
	Bldg G, Room 106	Centrifugal Fans EF-G-8	Greenheck	FR-110	919719	1
	Bldg G, Room 101	Air-to-Air Recovery Eqp OAU-G-1	Munters	DRYCOOL HD	04M1711110771	1
	Bldg G, Room 101	Air-to-Air Recovery Eqp OAU-G-2	Munters	DRYCOOL HD	04M1511110756	1
	Bldg G, Room 102	Air-to-Air Recovery Eqp OAU-G-3	Munters	DRYCOOL HD	04M1711110753	1
	Bldg G, Room 102	Air-to-Air Recovery Eqp OAU-G-4	Munters	DRYCOOL HD	04M1711110770	1
	Bldg G, Room 104	Air-to-Air Recovery Eqp OAU-G-5	Munters	DRYCOOL HD	04M1711110758	1
	Bldg G, Room 104	Air-to-Air Recovery Eqp OAU-G-6	Munters	DRYCOOL HD	04M1711110781	1
	Bldg G, Room 111	Air-to-Air Recovery Eqp OAU-G-7	Munters	DRYCOOL HD	04M1711110769	1
	Bldg G, Room 111	Air-to-Air Recovery Eqp OAU-G-8	Munters	DRYCOOL HD	04M1711110760	1
	Bldg G, Room 113	Air-to-Air Recovery Eqp OAU-G-9	Munters	DRYCOOL HD	04M1711110757	1
	Bldg G, Room 113	Air-to-Air Recovery Eqp OAU-G-10	Munters	DRYCOOL HD	04M1511110736	1
	Bldg G, Room 101	Fan-Coil Units FCU-G-1	Daiken	FXFQ24PVJU	C000930	1
	Bldg G, Room 101	Fan-Coil Units FCU-G-2	Daiken	FXFQ24PVJU	C000929	1
	Bldg G, Room 102	Fan-Coil Units FCU-G-3	Daiken	FXFQ24PVJU	C000918	1
	Bldg G, Room 102	Fan-Coil Units FCU-G-4	Daiken	FXFQ24PVJU	C000923	1
	Bldg G, Room 103	Fan-Coil Units FCU-G-5	Daiken	FXZQ09M7VJU	6102824	1
	Bldg G, Room 104	Fan-Coil Units FCU-G-6	Daiken	FXFQ24PVJU	C000924	1
	Bldg G, Room 104	Fan-Coil Units FCU-G-7	Daiken	FXFQ24PVJU	C000925	1
	Bldg G, Room 106	Fan-Coil Units FCU-G-8	Daiken	FXFQ24PVJU	C000928	1



**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	Bldg G, Room 111	Fan-Coil Units FCU-G-9	Daiken	FXFQ24PVJU	C000906	1
	Bldg G, Room 111	Fan-Coil Units FCU-G-10	Daiken	FXFQ24PVJU	C000926	1
	Bldg G, Room 112	Fan-Coil Units FCU-G-11	Daiken	FXZQ09M7VJU	6102791	1
	Bldg G, Room 113	Fan-Coil Units FCU-G-12	Daiken	FXFQ24PVJU	C000904	1
	Bldg G, Room 113	Fan-Coil Units FCU-G-13	Daiken	FXFQ24PVJU	C000905	1
	Bldg G	Air Cooled Refrigerant Condensers ACCU-G-1	Daiken	RXYQ120PBYD/ RXYQ120PBYD	A000322/ A000355	1
	Bldg H, Room 118a	Centrifugal Fans EF-H-1	Greenheck	SP-B150	12707443	1
	Bldg H, Room 101c	Centrifugal Fans EF-H-2	Greenheck	G-133-A-X	12707278 1202	1
	Bldg H, Room 116	Centrifugal Fans EF-H-3	Greenheck	SQ-75-D-X	12707218 1202	1
	Bldg H, Room 211	Centrifugal Fans EF-H-4	Greenheck	SQ-75-D-X	12707129 1202	1
	Bldg H, Room 106	Centrifugal Fans EF-H-5	Greenheck	SEI-10-428-P-X	12707224 1202	1
	Bldg H, Room 204	Centrifugal Fans EF-H-6	Greenheck	SEI-10-428-P-X	12922615 1206	1
	Bldg H, SPED DRYER	Centrifugal Fans EF-H-7	Fantech	FDP4	1032058	1
	Bldg H, Room 201-202	Centrifugal Fans EF-H-8	Greenheck	G-133-A-X	12707277 1202	1
	Bldg H, Room 115	Centrifugal Fans EF-H-9	Greenheck	SEI-10-428-P-X	12707222 1202	1
	Bldg H, Room 101a	Centrifugal Fans EF-H-10	Greenheck	SP-B150	12707444	1
	Bldg H, Room 101b	Centrifugal Fans EF-H-11	Greenheck	SP-B150	12707446	1
	Bldg H, Room 118b	Centrifugal Fans EF-H-12	Greenheck	SP-B150	12707445	1
	Bldg H, Room 116	Centrifugal Fans OAF-H-4	Fantech	FR-110	919719	1
	Bldg H, Room 210	Centrifugal Fans OAF-H-16	Fantech	FR-110	919719	1

**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	Bldg H, Room 101	Air-to-Air Recovery Eqp OAU-H-1	Munters	DRYCOOL HD	04A0312110788	1
	Bldg H, Room 101	Air-to-Air Recovery Eqp OAU-H-2	Munters	DRYCOOL HD	04M1711110763	1
	Bldg H, Room 108	Air-to-Air Recovery Eqp OAU-H-3	Munters	DRYCOOL HD	04A0612110818	1
	Bldg H, Room 108	Air-to-Air Recovery Eqp OAU-H-4	Munters	DRYCOOL HD	04A0312110795	1
	Bldg H, Room 109	Air-to-Air Recovery Eqp OAU-H-5	Munters	DRYCOOL HD	04A0312110789	1
	Bldg H, Room 109	Air-to-Air Recovery Eqp OAU-H-6	Munters	DRYCOOL HD	04A0612110811	1
	Bldg H, Room 111	Air-to-Air Recovery Eqp OAU-H-7	Munters	DRYCOOL HD	04A0312110797	1
	Bldg H, Room 111	Air-to-Air Recovery Eqp OAU-H-8	Munters	DRYCOOL HD	04A0312110793	1
	Bldg H, Room 118	Air-to-Air Recovery Eqp OAU-H-9	Munters	DRYCOOL HD	04A0312110806	1
	Bldg H, Room 118	Air-to-Air Recovery Eqp OAU-H-10	Munters	DRYCOOL HD	04A0612110820	1
	Bldg H, Room 205	Air-to-Air Recovery Eqp OAU-H-11	Munters	DRYCOOL HD	04A0312110787	1
	Bldg H, Room 205	Air-to-Air Recovery Eqp OAU-H-12	Munters	DRYCOOL HD	04M1511110748	1
	Bldg H, Room 206	Air-to-Air Recovery Eqp OAU-H-13	Munters	DRYCOOL HD	04A0612110817	1
	Bldg H, Room 206	Air-to-Air Recovery Eqp OAU-H-14	Munters	DRYCOOL HD	04A0312110790	1
	Bldg H, Room 208	Air-to-Air Recovery Eqp OAU-H-15	Munters	DRYCOOL HD	04A0612110812	1
	Bldg H, Room 208	Air-to-Air Recovery Eqp OAU-H-16	Munters	DRYCOOL HD	04M2211110782	1
	Bldg H, Room 212	Air-to-Air Recovery Eqp OAU-H-17	Munters	DRYCOOL HD	04A0612110814	1
	Bldg H, Room 212	Air-to-Air Recovery Eqp OAU-H-18	Munters	DRYCOOL HD	04A031210799	1
	Bldg H, Room 120	Fan-Coil Units FCU-H-1	Daiken	FXFQ24PVJU	C000898	1
	Bldg H, Room 120	Fan-Coil Units FCU-H-2	Daiken	FXFQ24PVJU	C000899	1

**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	Bldg H, Room 118	Fan-Coil Units FCU-H-3	Daiken	FXFQ18PVJU	6104188	1
	Bldg H, Room 116	Fan-Coil Units FCU-H-4	Daiken	FXFQ24PVJU	C000897	1
	Bldg H, Room 111	Fan-Coil Units FCU-H-5	Daiken	FXFQ24PVJU	C000894	1
	Bldg H, Room 111	Fan-Coil Units FCU-H-6	Daiken	FXFQ24PVJU	C000893	1
	Bldg H, Room 110	Fan-Coil Units FCU-H-7	Daiken	FXZQ12M7VJU	6103816	1
	Bldg H, Room 109	Fan-Coil Units FCU-H-8	Daiken	FXFQ24PVJU	C000892	1
	Bldg H, Room 109	Fan-Coil Units FCU-H-9	Daiken	FXFQ24PVJU	C000896	1
	Bldg H, Room 108	Fan-Coil Units FCU-H-10	Daiken	FXFQ24PVJU	C000917	1
	Bldg H, Room 108	Fan-Coil Units FCU-H-11	Daiken	FXFQ24PVJU	C000895	1
	Bldg H, Room 101	Fan-Coil Units FCU-H-12	Daiken	FXFQ24PVJU	C000230	1
	Bldg H, Room 101	Fan-Coil Units FCU-H-13	Daiken	FXFQ24PVJU	C000237	1
	Bldg H, Room 212	Fan-Coil Units FCU-H-14	Daiken	FXFQ24PVJU	C0001021	1
	Bldg H, Room 212	Fan-Coil Units FCU-H-15	Daiken	FXFQ24PVJU	C0001028	1
	Bldg H, Room 210	Fan-Coil Units FCU-H-16	Daiken	FXZQ12M7VJU	6104924	1
	Bldg H, Room 208	Fan-Coil Units FCU-H-17	Daiken	FXFQ24PVJU	C000916	1
	Bldg H, Room 208	Fan-Coil Units FCU-H-18	Daiken	FXFQ24PVJU	C0001026	1
	Bldg H, Room 207	Fan-Coil Units FCU-H-19	Daiken	FXZQ09M7VJU	6102796	1
	Bldg H, Room 206	Fan-Coil Units FCU-H-20	Daiken	FXFQ24PVJU	C000915	1
	Bldg H, Room 206	Fan-Coil Units FCU-H-21	Daiken	FXFQ24PVJU	C001027	1
	Bldg H, Room 205	Fan-Coil Units FCU-H-22	Daiken	FXFQ24PVJU	C001024	1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	Bldg H, Room 205	Fan-Coil Units FCU-H-23	Daiken	FXFQ24PVJU	C001025	1
	Bldg H (1st Flr)	Air Cooled Refrigerant Condensers ACCU-H-1	Daiken	RXYQ120PBYD	A000410	1
	Bldg H (1st Flr)	Air Cooled Refrigerant Condensers ACCU-H-2	Daiken	RXYQ120PBYD	A000361	1
	Bldg H (2nd Flr)	Air Cooled Refrigerant Condensers ACCU-H-3	Daiken	RXYQ120PBYD/ RXYQ72PBYD	A000406/ A000264	1
	Bldg K, Room 101	Air-to-Air Recovery Eqp OAU-K-1	Munters	DRYCOOL HD	04M1511110751	1
	Bldg K, Room 101	Air-to-Air Recovery Eqp OAU-K-2	Munters	DRYCOOL HD	04A0312110798	1
	Bldg K, Room 102	Air-to-Air Recovery Eqp OAU-K-3	Munters	DRYCOOL HD	04A0312110802	1
	Bldg K, Room 102	Air-to-Air Recovery Eqp OAU-K-4	Munters	DRYCOOL HD	04A0312110784	1
	Bldg K, Room 104	Air-to-Air Recovery Eqp OAU-K-5	Munters	DRYCOOL HD	04A0612110808	1
	Bldg K, Room 104	Air-to-Air Recovery Eqp OAU-K-6	Munters	DRYCOOL HD	04A0612110815	1
	Bldg K, Room 101	Fan-Coil Units FCU-K-1	Daiken	FXFQ24PVJU	C001106	1
	Bldg K, Room 101	Fan-Coil Units FCU-K-2	Daiken	FXFQ24PVJU	C0011005	1
	Bldg K, Room 102	Fan-Coil Units FCU-K-3	Daiken	FXFQ24PVJU	C001113	1
	Bldg K, Room 102	Fan-Coil Units FCU-K-4	Daiken	FXFQ24PVJU	C001114	1
	Bldg K, Room 104	Fan-Coil Units FCU-K-5	Daiken	FXFQ24PVJU	C001115	1
	Bldg K, Room 104	Fan-Coil Units FCU-K-6	Daiken	FXFQ24PVJU	C001108	1
<b>23</b>	<b>Wailuku Elementary</b>					
	Bldg F	Air Curtains				4
	New AC units to be installed by 2025	Schoolwide				
<b>24</b>	<b>Waihee Elementary School</b>					

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	Library Bldg	FCU#1 York	York	H2E120A25TC	NALMO 010310	1
	Library Bldg	FCU#2 York	York	H2E120A25TC	NALMO 010310	1
	Library Bldg	AHU#1 York	York	ACO42X1021A	WMKM 012366	1
	Library Bldg	AHU#2 York	York	H1ROA76S25A	WGKM 59508	1
	Library Bldg	ACU#1 York	York	K4EU090A33A	NNKS 008245	1
	Library Bldg	ACU#2 York	York	K3EU120A33B	NGKS 0048876	1
	Library Bldg	ACU#3 York	York	K3EU120A33B	NGKS 0048842	1
	Library Bldg	FU#1 York	York	N1VSC1606 A	XMKS 066111	1
	Library Bldg	FU#2 York	York	G2FDO48H21A	XNK 9088084	1
	Library Bldg	ACCU B-A	YORK	PC090C00A2AAAA	N2F0912649	1
	New Admin Bldg	CU-1	Carrier	MMY-MAP1686HT9P-UL	92200008	1
	New Admin Bldg	FCU-1A	Carrier	MMD-AP0156BHPUL	12600012	1
	New Admin Bldg	FCU-1B	Carrier	MMD-AP0726HP-UL	12400014	1
	New Admin Bldg	FCU-1C & 1D	Carrier	MMD-AP0306HPUL	12400007/12400005	2
	New Admin Bldg	FCU-1E	Carrier	MMD-AP0366HPUL	12700018	1
	New Admin Bldg	CU-2	Carrier	MMY-MAP0726HT9P-UL	13100007	1
	New Admin Bldg	FCU-2A& 2B	Carrier	MMD-AP0366HPUL	12700016 / 12700012	2
	New Admin Bldg	CU-3	Carrier	MMY-MAP1686HT9P-UL	92200002	1
	New Admin Bldg	FCU-3A 3C & 3D	Carrier	MMD-AP0366HPUL	12700043 / 12700014 /12700017	3
	New Admin Bldg	FCU-3B	Carrier	MMD-AP0726HP-UL	12400011	1

**SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT**

<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Quantity</b>
	New Admin Bldg	CU-4	Carrier	MMY-MAP0726HT9P-UL	12700002	1
	New Admin Bldg	FCU-4A&4B	Carrier	MMD-AP0366HPUL	12500012 /12500007	2
	New Admin Bldg	CU-5	Carrier	38MARBQ09AA3	0421V29870	1
	New Admin Bldg	FCU-5	Carrier	40MBDQ09--3	1219V18726	1
	New Admin Bldg	CU-6	Carrier	38MARBQ09AA3	0421V30081	1
	New Admin Bldg	FCU-6H	Carrier	40MAHBQ09XA3	3221V12441	1
	Bldg C (Cafeteria)	Mars Air Curtains	Mars	36C	(Not Available)	10
	P-11	SPED				1
<b>25</b>	<b>Maui Community School for Adults</b>					
	Annex A Conference Room	Condensing Unit	Mitsubishi	PU24EK	14E013090	1
	Annex A Conference Room	Condensing Unit	Mitsubishi		BC79M553H02	1
	Annex A Conference Room	Condensing Unit	Mitsubishi	MUY-GL24NA	8001901T	1
	Annex A Conference Room	Evaporating Unit	Mitsubishi	MUY-GL24NA	8902958T	1
<b>GROUP II: STATE BUILDINGS</b>						
<b>Item</b>	<b>School / Location</b>	<b>Unit Description</b>	<b>Manufacturer</b>	<b>Model No.</b>	<b>Serial No.</b>	<b>Quantity</b>
<b>1</b>	<b>Department of Agriculture</b>					
	Bldg A (PW Project-Under Warranty until 10/ 2025)	Central Air	Carrier	50FC-N24AJA5A0A3N0	1124P21029	1
	Bldg A Conference Rm (Project Under Warranty Until 10/ 2025)	Split System	Mitsubishi	MXZ-SM36NAM	2XU03158	1
	Bldg B	Carrier Room Air Conditioning Unit	Carrier	51HK229		1
	Bldg B	Carrier Room Air Conditioning Unit	Carrier	51HK229		1

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	Bldg B	Carrier Room Air Conditioning Unit	Carrier	51CMD012		1
<b>2</b>	<b>Kihei Public Library</b>					
	AHU-1	Air Handler	Carrier	39MN30D022WWY12XCS	0515U34859	1
	C-1	Chiller	Carrier	39MN36D022WWX12XPS	0515U42274	1
<b>3</b>	<b>Makawao Library</b>					
	New AC units to be installed by 2025					
<b>4</b>	<b>Maui - DAGS Facility</b>					
	Building A	Central A/C System	Trane	SCIHO7533A01010	B1107S0349	1
	Building A	Central A/C System	Trane	SCIH10033A01010	B1207S0004	1
<b>5</b>	<b>Wailuku Health Center Conference Room</b>					
	Conference Room	Trane Air Cooled Condenser		TTAO24A300AO	E28277775	1
	Conference Room	Trane Plus Air Handler				1
	Laboratory	Packaged A/C Unit	LG	50GKL0036321CU	2005G51346	2
	Laboratory	ACCU/FCU	LG	ARUM072BTE5	809KCDG17W46	1
	Nursing - West Side	ACCU/FCU	York	ZF060C00R2CZZ10001A	N1C18805013	1
	Nursing - West Side	ACCU/FCU	York	ZFO48C00R2CZZ10001A	N1C1880509	1
	Nursing North Side	ACCU/FCU	York	ZFO48C00R2CZZ10001A	N1C1880510	1
	Mental Health - South Side	ACCU/FCU	York	ZH078C00E2CZZ50002A	N1C1880327	1
<b>6</b>	<b>Wailuku State Office Building No. 1</b>					
	SOB 1	Air Handler Units			various	15
	SOB 1	Chiller	Carrier	30HR070-E600	2590J00997	2

SCHEDULE OF AIR CONDITIONING AND VENTILATING EQUIPMENT

Item	School / Location	Unit Description	Manufacturer	Model Number	Serial Number	Quantity
	SOB 1	Cooling Tower	Baltimore Aircoil	VXT75MCR	90201503	2
<b>7</b>	<b>Wailuku State Office Building No. 2</b>					
	MECHANICAL ENCLOSURE	Air Cooled Condensing Unit	Mitsubishi	PUHY-P144TNU-A	09P00125	1
	MECHANICAL ENCLOSURE	Air Cooled Condensing Unit	Mitsubishi	PUHY-P96TNU-A	95P00039	1
	Conference Room	Fan Coil Unit	Mitsubishi	PEFY-P24NMAU-E3	0YR08461	1
	Conference Room	Fan Coil Unit	Mitsubishi	PLFY-P18NFMU-E	95M01297	1
	Governor's Ofc 1	Fan Coil Unit	Mitsubishi	PLFY-P08NEMU-E	87MO1673	1
	Governor's Ofc 1	Fan Coil Unit	Mitsubishi	PLFY-P08NEMU-E	87MO1672	1
	Mech Room	Fan Coil Unit	Mitsubishi	PVfy-P24NAMU-E	0YN02282	1
	DUR Ofc/Hearing/Waiting	Fan Coil Unit	Mitsubishi	PVfy-P54NAMU-E	0XN02146	1
	DUR Ofc/Labor Law	Fan Coil Unit	Mitsubishi	PVfy-P30NAMU-E1	0XN01442	1
	Break/MGR Ofc/DUR Ofc	Fan Coil Unit	Mitsubishi	PVfy-P48NAMU-E	0XN01989	1
	Conference Room	Dehumidfier	Ultra Air	70H	82127395	1
	Governor's Ofc 1	Dehumidfier	Ultra Air	70H	82127396	1
	Conference Room	Booster Fan	Fan Tech	FG-4XL-EC	1005462124	1
	Former Lt. Governor's Ofc	Booster Fan	Fan Tech	FG-6	1007001681	1



**HEAT ABATEMENT AIR CONDITIONING SCHOOL LIST**

School	Number of Split AC	Classroom	Manufacturer	Model Number	Installed	Warranty Expiration	Power
Kahului ES Ph1A	16	P1AB P3 P4AB P6AB P7 P9 11 P13-17	Fujitsu	AOU24RLX, ABU24RULX AOU18RLX, ABU18RULX	9/1/2017	10/1/2018	PV
Lahaina IS Ph1A	10	P2AB P4 P5 P8 P9AB P10B	Carrier	RAV-SP180AT2-UL, RAV-SP180CT- UL	8/16/2017	9/15/2018	PV
Lahaina IS Ph1B	22	A B C D	LG	ARUN048GSS4, ARNU243VJA2	11/28/2017	12/28/2018	PV
Lahainaluna HS Ph1A	8	P5AB P6AB P12-15	Fujitsu	AOU24RLX, ABU24RULX	8/15/2017	9/14/2018	PV
Lihikai ES Ph1A	19	P1AB 2AB 6 7 10 11 13 14AB 17 18A 19-22	Fujitsu	AOU24RLX, ABU24RULX AOU48RLAVM, ABUA12TLAV	8/17/2017	9/16/2018	PV
Lihikai ES Ph1B	35	C D E F G I	Fujitsu	AOU48RLAVM, ABUA24TLAV	8/17/2017	9/16/2018	PV
Maui HS Ph1A	30	P1&2,P3&4,P5,P6AB,P7A B,P8AB,P9-14,P17- 20,P21AB,P22-24,P25- 27,P28AB	Carrier	24AHA424A0030010	7/7/2017	8/6/2018	PV
Maui HS Ph1B	6	A112, Autoshop,B105- 106,Drafting,O102	Fujitsu	AOU48RLAVM, ABUA24TLAV	1/26/2018	2/25/2019	PV
Maui HS Ph1B	38	A B C L N	Fujitsu	AOU48RLAVM, ABUA24TLAV	1/26/2018	2/25/2019	PV
Maui Waena IS Ph1A	5	P1-5	Fujitsu	AOU48RLAVM, ABUA24TLAV	8/15/2017	9/14/2018	PV
Nahienaena ES Ph1A	3	P3-5	Carrier	24AHA424A00, 40MKCB34F	6/30/2017	7/30/2018	PV
Nahienaena ES Ph1A	4	P1 P2 P2A P7	Carrier	38VMA048HDS3-1, 40VMU024-3	6/30/2017	7/30/2018	PV
Nahienaena ES Ph1B	28	A B C E	LG	ARUN048GSS4, ARNU243VJA2	2/1/2018	3/3/2019	PV
Waihee ES Ph1A	8	P1 P2AB P3AB P4-6	Fujitsu	AOU24RLX, ABU24RULX AOU18RLX, ABU18RULX	2/1/2018	3/3/2019	PV
Waihee ES Ph1A	4	P7/8,P9/10	Fujitsu	AOU48RLAVM, ABUA24TLAV	2/1/2018	3/3/2019	PV
<b>Total</b>	<b>236</b>						

# GENERAL CONDITIONS

## Table of Contents

	<u>Page(s)</u>
1. Coordination of Services by the STATE.....	2
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.....	2
3. Personnel Requirements .....	3
4. Nondiscrimination .....	3
5. Conflicts of Interest .....	3
6. Subcontracts and Assignments .....	3
7. Indemnification and Defense.....	4
8. Cost of Litigation.....	4
9. Liquidated Damages .....	4
10. STATE'S Right of Offset.....	4
11. Disputes .....	4
12. Suspension of Contract.....	4
13. Termination for Default.....	5
14. Termination for Convenience.....	6
15. Claims Based on the Agency Procurement Officer's Actions or Omissions.....	8
16. Costs and Expenses .....	8
17. Payment Procedures; Final Payment; Tax Clearance .....	9
18. Federal Funds .....	9
19. Modifications of Contract.....	9
20. Change Order.....	10
21. Price Adjustment .....	11
22. Variation in Quantity for Definite Quantity Contracts .....	11
23. Changes in Cost-Reimbursement Contract.....	11
24. Confidentiality of Material .....	12
25. Publicity.....	12
26. Ownership Rights and Copyright .....	12
27. Liens and Warranties .....	12
28. Audit of Books and Records of the CONTRACTOR.....	13
29. Cost or Pricing Data .....	13
30. Audit of Cost or Pricing Data .....	13
31. Records Retention.....	13
32. Antitrust Claims.....	13
33. Patented Articles.....	13
34. Governing Law .....	14
35. Compliance with Laws .....	14
36. Conflict between General Conditions and Procurement Rules .....	14
37. Entire Contract.....	14
38. Severability.....	14
39. Waiver .....	14
40. Pollution Control .....	14
41. Campaign Contributions.....	14
42. Confidentiality of Personal Information.....	14

## GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
  - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
  - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
  - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
  - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
  - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
  - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
  - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
  8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
  9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
  10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
  11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
  12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
    - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

### 13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

#### 14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
  - (A) Contract prices for goods or services accepted under the Contract;
  - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
  - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
  - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the



total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
  - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
  - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
    - (A) Changes in the work within the scope of the Contract; and
    - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
  - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
  - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
  - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
  - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
  - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
  - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
  - (2) Method of delivery; or
  - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
  - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - (2) By unit prices specified in the Contract or subsequently agreed upon;
  - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
  - (4) In such other manner as the parties may mutually agree; or
  - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
  - (1) Description of performance (Attachment 1);
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
  - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
  - (5) Method of shipment or packing of supplies; or
  - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
  - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
  - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
  - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
  - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
  - b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
  - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
  - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
  - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
  - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:



- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.