



**STADIUM AUTHORITY
STATE OF HAWAII**

RELEASE DATE: **August 16, 2024**

**INVITATION FOR BIDS
No. IFB-SA-25-01
SEALED OFFERS**

**FOR
FURNISHING MAINTENANCE SERVICE OF AIR-CONDITIONING UNITS
AT THE ALOHA STADIUM**

**FOR
STADIUM AUTHORITY
DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT AND TOURISM**

BIDS MUST BE SUBMITTED ONLINE AT THE STATE OF HAWAII
ELECTRONIC PROCUREMENT SYSTEM (HiePRO) AT <https://hiepro.ehawaii.gov>,

NO LATER THAN 2:00 P.M. (HST) ON TUESDAY, AUGUST 27, 2024

DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO EBRU YILMAZ-PEDRO,
TELEPHONE (808) 483-2751 OR EMAIL AT EBRU.YILMAZ-PEDRO@HAWAII.GOV.

A PRE-BID WALK THROUGH IS SCHEDULED FOR **10:00 AM (HST), TUESDAY, AUGUST 20, 2024**, TO BE HELD IN THE ALOHA STADIUM, 99-500 SALT LAKE BOULEVARD, HONOLULU, HAWAII 96701.

Ryan G. Andrews
Procurement Officer
Stadium Authority

IFB-SA-25-01

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NOTICE TO BIDDERS

IFB-SA-25-01 Furnishing Maintenance Service of Air Conditioning Units at the Aloha Stadium for the Stadium Authority, Department of Business, Economic Development and Tourism, located at 99-500 Salt Lake Boulevard, Aiea, HI 96701 is issued and will be awarded through the State of Hawaii's electronic procurement system (HlePRO). **All bid responses must be submitted electronically through HlePRO no later than 2:00 pm., August 27, 2024.** Bids received after the due date and time or received in a form other than electronically through HlePRO will not be considered.

Bidders are advised that they should not wait until the last minute to submit their bid through HlePRO. Bidders are solely responsible for ensuring that their electronic submission through HlePRO is complete and all necessary files are attached to their bid prior to the IFB due date and time. The Stadium Authority shall not be responsible for any delay or failure of any Bidder to submit any materials updated through the IFB process on a timely basis.

Electronic Procurement

Bidders interested in responding to this electronic solicitation must be registered on HlePRO. To register, visit the following link:

https://hiepro.ehawaii.gov/videos/video/vendor_registration.html.

Reference the Vendor Quick Reference Guide for additional information at <https://hiepro.ehawaii.gov/static-resources/VendorQuickReferenceGuide.pdf>.

HlePRO will be the system of record for the issuance of the IFB and amendments, if any, receiving bids, and awarding the IFB. Amendments, other information, and materials provided through HlePRO may include additions or changes with respect to the due date and time.

Special instructions in HlePRO related to this solicitation are incorporated herein and made a part of this IFB through reference. Bidders shall review all special instructions in HlePRO.

Questions and Clarifications

All questions and requests for clarifications must be submitted electronically through HlePRO. Questions must be submitted no later than **10:00 a.m. HST, on August 21, 2024.** Responses to questions submitted via HlePRO will be made no later than **10:00 a.m. HST, on August 23, 2024.**

The Stadium Authority may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

Bidders are responsible for notifying the Administrative Services Officer Ebru Yilmaz-Pedro (email: ebru.yilmaz-pedro@hawaii.gov) for accessibility concerns related to this IFB.

IFB-SA-25-01

SECTION ONE: INTRODUCTION AND SIGNIFICANT DATES

1.1 TERMS AND ACRONYMS

AG	=	State of Hawaii Department of the Attorney General
Form AG-008	=	State of Hawaii Department of the Attorney General General Conditions Form
Bid	=	The Bidder's offer to provide the requested goods and/or services as specified under this IFB
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the goods, services, or construction contemplated.
CA	=	Contract Administrator
Contractor	=	The Winning Bidder awarded a contract under this electronic Invitation for Bid
DBEDT	=	Department of Business, Economic Development and Tourism
GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
HCE	=	Hawaii Compliance Express
HlePRO	=	State of Hawaii Electronic Procurement System
HRS	=	Hawaii Revised Statutes
HST	=	Hawaii Standard Time
IFB	=	Invitation for Bids
LRRO	=	Lowest Responsive and Responsible Offeror
Procurement Officer	=	The contracting officer for the Stadium Authority, State of Hawaii
SA	=	Stadium Authority
SPO	=	State of Hawaii Procurement Office
STATE	=	State of Hawaii, including its departments, agencies, and political subdivisions
Winning Bidder	=	The Bidder awarded a contract under this IFB

1.2 INTRODUCTION

The Stadium Authority (SA), a state agency attached to the Department of Business, Economic Development, and Tourism (DBEDT). The SA seeks a contractor to provide maintenance service of air conditioning units at the Aloha Stadium.

1.3 SIGNIFICANT DATES

HiPRO Posting/Procurement Notice System	Friday, August 16, 2024
Pre-Bid Walk Through: Address: 99-500 Salt Lake Boulevard, Aiea, Hawaii 96701	Tuesday, August 20, 2024 – 10:00 a.m. HST
Deadline to Submit Written Inquiries:	Wednesday, August 21, 2024 - 10:00 a.m. HST
Response to Written Inquiries:	Friday, August 23, 2024 – 10:00 a.m. HST
Deadline for Solicitation:	Tuesday, August 27, 2024 –2:00 p.m. HST
Anticipated Contract Start Date:	November 1, 2024

END OF SECTION

SECTION TWO: SPECIFICATIONS

2.1. SCOPE OF WORK

The Contractor shall furnish all maintenance service of labor, material, parts, tools, equipment, transportation, and supervision necessary for the maintenance, inspections and repairs to air-conditioning and ventilating systems located at the Aloha Stadium as listed herein.

2.2. DESCRIPTION OF WORK

The Contractor shall perform complete maintenance service, inspections, and emergency calls for all equipment included under this contract. The service shall consist of thorough maintenance work in accordance with the best commercial practice governing the maintenance of air-conditioning systems. Such service shall include regular bi-monthly, semi-annual and annual maintenance tasks and inspections for each unit in **Attachment A, Equipment List**. The maintenance tasks and inspection shall consist of, but not limited to furnishing of all labor, equipment, parts, and materials, and tools necessary to perform a thorough servicing of all integral parts, oiling, adjusting, protective painting, and replacing of minor parts where needed to keep the units in continuous operating condition. All services performed will be subject to inspection by the CA.

2.3. EMERGENCY SERVICE AND REPAIR

Emergency service required between regular maintenance calls shall be rendered within four (4) hours after the Contractor is notified. If the Contractor fails to respond within the four (4) hours, the State may call another Contractor, and the cost shall be deducted from the Contractor's invoice.

The Contractor shall furnish a list of standby personnel for air-conditioning repair after 4:30 p.m. on weekdays and on Saturdays, Sundays, and holidays. In the event the State requests the Contractor to perform repairs during off-hours, the State shall compensate the Contractor only for one-half times normal labor rate for the appropriate contract period as quoted on **Attachment C Bid Forms**, Offer Form page OF-2, Group B.

2.4. REPAIRS

The Contractor shall perform normal repairs to the air-conditioning systems to maintain the systems in continuous efficient and safe operating condition. The Contractor shall correct defects and perform all work necessary to repair the air-conditioning systems at no additional cost to the State, except individual repairs where the cost of replacement parts and materials is \$450.00 or more. The contract shall not include any repairs where the cost of parts and materials for repairs is **\$450.00 or more**. When these excluded repairs are necessary, the Contractor shall promptly notify the Contract Administrator within 24 hours of the notification of the trouble call with an estimated cost and shall receive advance approval from CA prior to performing any such work.

A written quotation shall follow within 48 hours and shall contain the following minimum information:

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

The Contractor shall notify the CA within 24 hours of any changes to the above information.

Unless the Contractor is given separate purchase order or signed acceptance of quotation authorizing the Contractor to proceed to make repairs, the State shall not be held responsible for payment of any such work performed by the Contractor. The determination of all material cost shall be the total cost of all material and parts for each separate job. For example:

- a. If a repair with a material cost of \$400.00 is being done on the condenser together with a repair on the air handler with a material cost of \$70.00, each will be considered independently and both repairs will be done with no additional cost to the State.

Cost of parts and/or material is less than \$450.00 (labor excluded):

Material

Labor

No charge – Part of contract. No charge – Part of contract.

- b. If a part that requires replacement costs \$450.00 and additional material costing \$60.00 is necessary to replace the defective part, the material and parts cost of the repair would be \$510.00 (\$60.00 in excess of the \$450.00 threshold). Then this repair will not be part of this contract, and another purchase order must be issued.

Cost of parts and/or material is \$450.00 or more (labor excluded):

Material

Labor

*Cost of Material
In excess of \$450.00

Applicable hourly rate from Offer Form
page OF-2.

*Upon Contract Administrator's request, the Contractor shall submit, together with his billing a purchase invoice of the parts and materials used. Only approved and compliant Freon shall be considered as a part of the contract and is not to be included as part of the \$450.00 criteria.

2.5. ALLOWABLE COST FOR PARTS

If replacements of parts are required on any repairs or trouble call, the Contractor shall compute the cost of new parts to include shipping charges, plus 20% on the cost of material in excess of **\$450.00**, for overhead, profit, taxes and other incidental expenses. The 20% overhead, profit, taxes and other incidental expenses shall not be included as part of the **\$450.00** criteria for individual repair work mentioned in Section 2.4.

2.6. PARTS AND MATERIAL

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.

The Contractor shall maintain a supply of parts and materials that is required for normal repairs of the air-conditioning units. The Contractor shall notify the CA whenever parts are not locally available to accomplish the repairs. The CA reserves the right to request the parts shipped by airfreight at the expense of the State.

2.7. SPECIAL REPORTS

Prior to commencement with the work on the contract, the Contractor shall submit to the CA, their bi-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 readily available upon request of the CA to the extent and in such detail as will properly and adequately reflect the past maintenance history and cost (labor, materials, parts and equipment).

2.8. MAINTENANCE CHECKLIST

The Contractor shall prepare and maintain a maintenance checklist and post a checklist on each unit as described herein. The checklist will 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 by recording the above data after each scheduled maintenance and emergency repairs.

2.9. CLEANUP

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

2.10. WORK SCHEDULE

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

All maintenance tasks described herein shall be performed between the hours of 7:45 a.m. to 4:30 p.m. (Monday through Friday), excluding state holidays or as listed below.

- A. Bi-monthly maintenance tasks shall be performed in the last week of the month, normal working days (Monday through Friday) or as coordinated by the Contract Administrator. Bi-Monthly service reports shall be certified by the Contract Administrator.
- B. Semi-annual maintenance tasks shall be performed in September and March on normal working days (Monday through Friday) or as coordinated by the Contract Administrator. Semi-annual service reports shall be certified by the Contract Administrator.
- C. Annual maintenance tasks shall be performed in the month of September on normal working days (Monday through Friday) or as coordinated by the Contract Administrator. Annual service reports shall be certified by the Contract Administrator.

All work performed by the Contractor shall be subject to random periodic inspection by the CA. The State reserves the right to have the Contractor present at such inspections to be scheduled by the State.

2.11. SCHEDULE OF MAINTENANCE SERVICES

The following maintenance services shall be performed on all equipment (Attachment A-Equipment List) included in these specifications. All maintenance services shall be performed regularly as specified and shall be subject to inspection and approval by the CA. The maintenance services shall include, but are not limited to the following tasks:

I. **BI-MONTHLY SERVICE** – Tasks shall be performed in the last week of the month, normal working days (Monday through Friday) or as coordinated by the CA. Bi-monthly service reports shall be certified by the CA.

A. Air Handling Units

1. Clear and clean all drip pan and all regulated condensate drain lines. 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 air filters including automatic filter.
3. Lubricate and oil all bearings and connections of dampers and vane, and check controls to insure proper operation.
4. Treat drain pan with algaecide.
5. Operate equipment to check for proper operation and correct all discrepancies before certifying service report.

B. Fan Coil Units

1. Check for leaks, clean and clear drain line to prevent overflow or condensation. Add pan tablets to control algae growth. Contractor may be liable for water damages from clogged drains, which are not cleaned regularly as specified.
2. Change air filters.
3. Lubricate all fan and motor bearing as necessary.
4. Operate equipment to check for discrepancies and correct.

- C. Package Water Chiller, Reciprocating Compressor Air-Cooled Condenser**
1. Check for oil, water, and refrigerant leaks and repair.
 2. Test run all components and logs all operating pressures and temperatures.
 3. Lubricate fan and motor bearings, check and adjust belts.
- D. Ventilating Fans (Exhaust and Supply)**
1. Inspect and set collars and bearings, check and correct abnormal vibration.
 2. Operate all dampers for proper operation. Oil damper linkage and adjust.
 3. Lubricate fan and motor bearings.
- E. Pumps**
1. Check packing glands or seals on all water pumps for excessive leakage, adjust, repair or replace as required.
 2. Check and report pump bearings for abnormal temperature and undue noise and repair.
 3. Lubricate motor and pump bearings as necessary.
- F. Package or Split DX Air-Conditioning Units**
1. Check and correct for oil and refrigerant leakage, unusual noise and vibration, adjust and correct as required.
 2. Check compressor oil level and add oil as required.
 3. Check and adjust control settings for proper operation.
 4. Adjust belt tension and alignment on condenser and evaporation fans.
 5. Observe sight glass indicator and if moisture is present, change dryer.
 6. Clean and clear drip pan and condensate drain lines.
 7. Change air filters or wash permanent type filters and apply coating.
- G. Control Switches and Time Clocks**
1. Clean contacts; replace if necessary.
 2. Check lead-in wires to see that all connections are tightly secured.
 3. Check and adjust time settings as directed.
- H. Cleaning of Mechanical Equipment Rooms**
1. Vacuum or wipe clean all equipment surfaces and all related appurtenances.
 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 soap and tap water (where allowed) to remove oil and stains. Remove all discarded parts and related debris.
CAUTION: DO NOT splash water onto the electrical and mechanical equipment.

II. SEMI-ANNUAL MAINTENANCE – Tasks shall be performed in September and March on normal working days (Monday through Friday) or as coordinated by the CA. Semi-annual service reports shall be certified by the CA.

- A. Air Handling Units**
1. Adjust alignment of bearing, sheaves, lubricate fan and motor bearings. Replace worn or noisy bearings.
 2. Wash cooling coils and clean all dirt accumulation, using high-pressure washer, steam cleaner or coil cleaner as necessary.
 3. Clean all return air grills and exterior surfaces of all related Air-Conditioning Equipment. Clean fresh air intake grille and damper.
 4. Adjust belt tension with deflection gauge and replace worn belts.
- B. Fan Coil Units**
1. Clean all fan wheels and return air grille.
 2. Check and adjust belt tension and replace belt if worn.
 3. Clean cooling coils with compressed air or cleaning fluid.
 4. Clean fresh air intake grille and damper.
- C. Temperature Controls – Electric**
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.
- D. Package Water Chiller, Reciprocating Compressor, Air-Cooled Condenser**
1. Check and test operation of all control switches, safeties, unloaders, and record settings on log.
 2. Clean strainers and condenser coil.
 3. Lubricate all fans, motor, and pump bearing as required.
- E. Ventilating Fans (Exhaust and Supply)**
1. Check belt wear and replace as required.
 2. Check and clean fan wheels and housing.
 3. Remove and wash all intake grilles and repair or replace bird screens.
- F. Pumps**
1. Check and clean strainer and log suction and discharge pressures.
- G. Package or Split DX Air-Conditioning Units**
1. Clean condenser coil and cooling coil surfaces with compressed air, water-cleaning solution.
 2. Lubricate fan and motor bearings as necessary.
 3. Check the operation of all safety control by operating controls manually. Adjust as required. Submit report to the CA.
 4. Clean return air grille and fresh air intake screen.
- H. Control Switches and Time Clocks**
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 electrical panels by using dry compressed nitrogen to blow out dust and foreign matters.

III. ANNUAL MAINTENANCE – Tasks shall be performed in the month of September on normal working days (Monday through Friday) or as coordinated by the CA. Annual service reports shall be certified by the CA.

A. Air Handling Units

1. Check pressure drop and temperature differentials across coils and log readings. Clean strainers: check vents and drains on chill water coils.
2. Secure all loose housing, seal leaks, and touch-up paint after cleaning all rust.
3. Calibrate pneumatic and/or electrical temperature controls.

B. Package Water Chiller, Reciprocating Compressor, Air-Cooled Condenser

1. Check and clean or replace all strainers, filters, and driers.
2. Test and adjust “make-up” water tank.
3. Drain and refurbish compressor oil in crankcase.
4. Recalibrate all safeties and temperature controls to proper settings.

C. Package or Split DX Air-Conditioning Units

1. Clean fans and remove rust from exterior components and touch-up paint.
2. Check and clean all starter and control contacts.
3. Change crankcase oil where applicable or submit oil test results.

END OF SECTION

SECTION THREE: SPECIAL PROVISIONS

3.1. **AUTHORITY**

This IFB is issued under the provisions of the State Procurement Code (HRS Chapter 103D) and the State Procurement Office's applicable Directives, Circulars and administrative rules. All prospective Offeror's are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed offer by any prospective Offeror shall constitute admission of such knowledge on the part of such prospective Offeror.

Any Agreement arising out of this offer is subject to the approval of the State Department of the Attorney General, as to form, and to all further approvals as required by statute, administrative rule, order, or other directive.

3.2. **PROCUREMENT OFFICER**

The Procurement Officer is responsible for administering and overseeing the Contract, including monitoring and assessing contractor's performance. The Procurement Officer for the Contract is:

Ryan G. Andrews
Stadium Manager
99-500 Salt Lake Boulevard, Aiea, Hawaii 96701
P.O. Box 30666, Honolulu, HI 96820-0666
Telephone: (808) 483-2750
Email: ryan.g.andrews@hawaii.gov

3.3 **ISSUING OFFICER**

The individuals listed below are the **sole** point of contact from the date of release of this IFB until the selection of the Offeror to which a Contract will be awarded:

Primary Contact

Ebru Yilmaz-Pedro, Administrative Services Officer
99-500 Salt Lake Boulevard, Aiea, Hawaii 96701
P.O. Box 30666, Honolulu, Hawaii 96820-0666
Telephone: (808) 483-2751
Email: ebru.yilmaz-pedro@hawaii.gov

Alternate Contact*

Trina K. Silva, Box Office Manager
99-500 Salt Lake Boulevard, Aiea, Hawaii 96701
P.O. Box 30666, Honolulu, Hawaii 96820-0666
Telephone: (808) 483-2774
Email: trina.k.silva@hawaii.gov

*If the Primary Contact is unavailable or absent, contact the Alternate Contact.

3.4. CONTRACT ADMINISTRATOR

For the purpose of this contract, the Contract Administrator is the Box Office Manager, Trian K. Silva, telephone (808) 483-2774.

3.5. TERM OF CONTRACT

Contractor shall enter into a contract for furnishing maintenance service of air conditioning units at the Aloha Stadium for a period of **twelve (12) months** commencing from the official commencement date on the Notice to Proceed but no earlier than **November 1, 2024**. Unless terminated, and subject to availability of funds, the contract may be extended by the State for **not more than one (1) additional twelve (12) months** period, or parts thereof, without the necessity of re-bidding upon mutual agreement in writing prior to expiration. The appropriate Bid Price Per Month and Standard Hourly Rate entered on the Offer Form page OF-2 shall be applied the appropriate extended period.

If the option to extend is mutually agreed upon, Contractor shall be required to execute a supplement to the contract.

The Stadium Authority reiterates its right to terminate this contract prior to its end date in accordance with the AG-008 103D General Conditions paragraph 14, Exhibit A.

3.6. OFFEROR QUALIFICATIONS

- a. **Experience and Qualifications**. The Offeror shall have a minimum of five (5) years of experience (immediately prior to the bid opening date), in the field of air-conditioning equipment maintenance service and shall be listed on the Attachment C Bid Forms page OF-05.
- b. **Service Facility**. The Offeror shall have a service facility on the island of Oahu from where they conduct business and will be accessible to telephone calls, complaints or emergency service requests. Answering machines do not qualify and are in default of these requirements. Service facility shall include warehousing of spare parts, refrigerant and materials required for the maintenance and repair of equipment listed in this contract; and from where the journeymen and apprentices are dispatched to perform the work specified in this contract. Service facility information shall be furnished on the appropriate Qualification Form page.
- c. **License**. The Offeror shall possess **at the time of bid submittal**, a valid State of Hawaii contractor **C-52 license** and the required business and tax licenses in order to conduct business in the State of Hawaii. Both the contractor's license and tax license must be kept in force during the duration of this contract and for any extensions that may be agreed upon. The Contractor shall list his license number on the appropriate Qualification Form page.

- d. **References.** The Offeror shall list on Offer Form page OF-6, at least three references in the State of Hawaii other than the State of Hawaii government, for whom he/she has performed maintenance service of air-conditioning equipment on a regular basis, that is similar in nature and volume to services specified herein, and who can attest to the reliability of the Offeror's service and personnel. The State reserves the right to contact the references provided and to reject any bid submitted by an Offeror whose performance on other service contracts similar to this one has been proved unsatisfactory.
- e. **Personnel Qualifications.** The Personnel assigned to perform said services shall be journeyman refrigeration mechanics with a minimum of five (5) years (immediately prior to the bid opening date), maintenance service experience on similar type of equipment as indicated in these specifications. Journeyman refrigeration mechanics shall meet the minimum requirements of journeyman mechanics of the Plumbers-Fitters Local 675 (refer to ATTACHMENT B). Proof of meeting this requirement must be furnished.

All prospective Offerors shall produce documented maintenance experience to substantiate claims of experience as indicated above. Offerors shall submit upon request, a certificate of successful completion of course of study in the field of temperature of pneumatic control system for all mechanics employed in the actual performance of this contract. All mechanics must be regular employees of the Offeror. 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 major breach of contract.

- f. **Qualification Form.** Offer must submit all Qualification Form pages with their bid submittal. If requested by the State, the Offeror shall have five (5) days to provide additional information/documentation. Failure to do so may result in disqualification of bidder.

3.7. PRE-BID WALK THROUGH

A pre-bid walk through will be held at the Aloha Stadium at 10:00 a.m. (HST) on Tuesday, August 20, 2024, 99-500 Salt Lake Boulevard, Aiea, Hawaii. It is highly recommended that bidders intending to bid on this project attend this site walk through.

Offeror is advised that anything discussed at the pre-bid walk through does not change any part of this solicitation. All changes and/or clarifications to this solicitation shall be done in the form of written addenda. Offerors shall inspect the location to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of the work to be performed. Submission of an offer shall be evidence that the Offeror understands the scope of the project and shall comply with specifications herein, if awarded the contract. 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.

3.8. WRITTEN INQUIRIES

Interested Offerors should submit their questions regarding this solicitation in HlePRO prior to **August 21, 2024 at 10:00 a.m.** deadline. Likewise, responses to questions shall be addressed in an addendum estimated to be issued on or about the date noted in Section 1.3 Significant Dates.

3.9. BID PREPARATION

A. OFFER FORM, Page OF-1

Offeror is requested to submit its offer using Offeror'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 Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink or electronic signature with audit trail. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

B. BID QUOTATION

The total bid amount shall be the all-inclusive cost to the Stadium Authority, including all applicable taxes and fees, for providing the services specified. The Stadium Authority is not responsible for and shall not pay overtime pay resulting from the Contractor's scheduling of staff. The bid shall include all administrative and personnel costs and any increase in costs for 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.

The Stadium Authority reserves the right to accept or reject any or all bids and to waive any minor or inadvertent discrepancy in the bid documents and to withhold award of contract for a period of thirty (30) calendar days from the date

C. TAX LIABILITY

Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise Tax (GET) at the current rate of 4.712%. If, however, an Offeror is a person exempt by the HRS from paying the GET 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.

D. TAX PREFERENCE

For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstances shall the dollar amount of the award include the aforementioned adjustment.

E. HAWAII GENERAL EXCISE TAX LICENSE

In accordance with Section 2.0 (c) of the General Conditions, Offeror shall submit its current Hawaii General Excise Tax I.D. number in the space provided on Offer Form, Page OF-1, thereby attesting that it is doing business in the State and that it will pay such taxes on all sales made to the State.

F. INSURANCE

Bidder shall provide insurance information as requested on the appropriate Offer Form page. Further, bidder shall provide insurance coverage for contents in accordance with the attached Specifications of bid opening.

3.10. SUBMISSION OF OFFER

Bids shall be submitted and received electronically through HlePRO by **2:00 p.m. Hawaii Standard Time on Tuesday, August 27, 2024**. The electronically submitted offer shall be considered the original. Any offers received outside of HlePRO, including faxed or e-mailed bids, shall not be accepted, or considered for award. No withdrawal of bid is allowed after the bids are opened.

3.11. RESPONSIBILITY OF OFFERORS

Bidder is advised that in order to be awarded a contract under this solicitation, Bidder will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D310(c):

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

The State will verify compliance on Hawaii Compliance Express (HCE) throughout the term of the contract.

3.12. CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

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

3.13. WAGE-CERTIFICATE

Offeror shall complete and submit the OFFER FORM page OF-08 wage certificate by which offeror certifies that service required will be performed pursuant to §103-55, HRS.

Offerors are advised that §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. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of §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 accessible to all employees, or Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

To assist the bidder in determining whether the work his employees are to perform under this contract is similar to that performed by public employees, attached are class specifications for Air-Conditioning Mechanic II positions. Effective July 1, 2024, the basic hourly wages paid to the State positions are as follows:

<u>Class:</u>	<u>Hourly Rate:</u>
Air Conditioning Mechanic II (WS-10)	\$35.87/hour

See Attachment B for Air Conditioning Mechanic II Class Specifications and Salary Schedule

Accordingly, bidder should consider the aforementioned wage rates when preparing his/her quote.

3.13.1 PRICE ADJUSTMENT DUE TO WAGE INCREASE TO STATE EMPLOYEES

- I. Contract price adjustment shall be considered:
 - a. Only upon request by the Contractor accompanied by proof satisfactory to the State that its employees have been paid comparable wages to State employees; and
 - b. Only if there is a wage increase to public employees performing comparable work; and
 - c. Only for the contract period in which the price adjustment request is submitted (current contract period only).

Example:

Original Contract Period: November 1, 2024, to October 31, 2025
Supplemental Contract Period: November 1, 2025, to October 31, 2026

The option to extend the original contract is exercised for the period November 1, 2025 to October 31, 2026. As the State announces a pay raise effective July 1, 2025, the Contractor soon thereafter submits a request of modification accompanied by acceptable documentation. A contract modification is issued to reflect a price adjustment for the current period of the contract, November 1, 2025 to October 31, 2026. Note that the price adjustments is not applied retroactively to July 1, 2025 since the conditions of this contract allows price adjustment to the current contract period only.

II. Price adjustment based on the actual dollar increase per hour per State employee shall be calculated as follows:

- a. Bid Price/Hr./Officer (A) = (A) for example = \$15.00/hr.
- b. Current Hourly Wage Rate (B) = (B) for example = \$11.00/hr.
- c. New Hourly Wage Rate paid to State Employees (C) = (C) for example = \$11.50/hr.
- d. Hourly Wage Increase to State employees (D) = (D) for example = \$.50/hr.
- e. Adjusted Bid Price/Hr./Officer (E) = (A)+ (D), or
15.00 + \$.50 = \$15.50/hr.

III. In addition to the actual dollar amount of wage increase, Contractor may apply for the percentage (%) fringe benefits required by the Statute. However, the resulting fringe benefit percentage shall only be applicable to the actual dollar amount of increase and the State shall only consider those benefits that are required by contract and are directly

If request includes adjustment for wage related fringe benefits, Contractor must provide support documentation and an itemized percentage breakdown of the fringe benefits being paid.

The State has determined that the applicable fringe benefits for wage related price adjustment shall be limited to: 1) Federal Old Age Benefits, 2) Worker Compensation, 3) Temporary Disability Insurance, and 4) Unemployment Insurance. Based on past experience, it has been determined that the percentage increase be set at 16%. If Contractor is able to document that its percent for fringe is higher than 16%, the State will review and consider Contractor's claim.

The following method of calculation shall be applied for the fringe benefits:

- d. 16% for Allowable Fringe Benefits
- e. \$ Adjusted for Allowable Fringe Benefits (F) = (D) x (.16) = For
\$.50 X .16 = \$.08
- f. Adjusted Bid Price/Hr/Officer+ Fringe Benefits = (E) + (F), or
\$15.50 + \$.08 =
\$15.58

IV. After the contract modification for the increase is issued by the State, but before payment of an increase is made on the portion of the current contract period already performed, the Contractor shall show proof that its employees were given the retroactive wage increase.

3.14. CONFIDENTIAL INFORMATION

Offerors shall designate those portions of their offer that contain trade secrets or other proprietary data that are to remain confidential subject to §3-122-21 (a) (7) and §3-122-30(c) and (d), HAR. Material designated as confidential shall be readily separable from the offer in order to facilitate public inspection of the non-confidential portion of the offer. Prices, makes and models, or catalogue number of items offered, deliveries and terms of payment, shall be publicly available at the time of opening regardless of any designation to the contrary.

3.15. CAMPAIGN CONTRIBUTIONS

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED If awarded a contract in response to this solicitation, offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

3.16. AWARD OF CONTRACT

- a. **Method of Award.** Award, if made, shall be to the Lowest, Responsive, Responsible Offeror (LRRO) submitting the lowest offer.
- b. **Responsibility of Lowest Responsive and Responsible Bidder.** Reference Chapter 103D-310(c), HRS and §3-122-112, HAR. If compliance documents have not been submitted to the Stadium Authority's Contract Administrator or his designee prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section. It shall be noted here that no more than five (5) calendar days will be allowed to produce the required compliance documents.
- c. **Hawaii Compliance Express.** The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws.

It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service, Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00, and the Certificate of Vendor Compliance is accepted for the execution of contract and final payment.

Timely Registration on HCE: The contractors are advised to register on HCE as soon as possible. If a contractor is not compliant on HCE at the time of award, a Bidder will not receive the award.

3.17. LIABILITY INSURANCE

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability	\$1,000,000 combined singled 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
Automobile Liability	\$2,000,000 general aggregate \$1,000,000 combined single limit per occurrence for bodily injury and property damage

Each insurance policy required shall contain the following clauses:

1. "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after 30 days' written notice has been given to the State of Hawaii, Department of Business, Economic Development and Tourism, Stadium Authority, P.O. Box 30666, Honolulu, Hawaii, 96820-0666"
2. "The State of Hawaii is added as an additional insured as respect to operations performed for the State of Hawaii"
3. "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."
4. A Waiver of Subrogation

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. Prior to the commencement of the work, the Bidder agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions have been complied with. Failure of the Bidder to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all of the remedies provided for the termination of services.

The procuring of such required insurance shall not be construed to limit Bidder's liability hereunder nor to fulfill the indemnification provisions and requirements. Notwithstanding said policy or policies of insurance, Bidder shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the services.

All policies must provide that thirty (30) days prior written notice of cancellation or material change in coverage be given to certificate holders stated above.

Any delay in the submission and approval of insurance certificates shall not be justification of or grounds for a request by the Contractor postponing the issuance of a notice to proceed notwithstanding the fact that the Contractor shall not be allowed to proceed with the work until said certificates are submitted and approved.

Failure to obtain insurance in accordance with the Section, on the part of the Contractor, shall be considered a major breach of the contract; and should the State be forced to expend funds which would have been covered under the insurance, the Contractor agrees to assume the liability for such funds and to indemnify and hold the State harmless.

3.18. WARRANTY

The Contractor shall submit a written warranty for replacement of any integral part of equipment such as elevator drive, machines motors, controllers and switches, etc., as guaranteed by the factory to the CA.

The warranty shall consist of the period covered from the date of installation, make, model number, serial number, and location of equipment (name of building, floor number, etc.) and shall be provided to the CA.

3.19. SUBCONTRACTORS

The Contractor shall not delegate any duties listed in this IFB to any subcontractor other than those listed on the appropriate Offer Form pages and approval is given by the SA. The State reserves the right to approve or disapprove all subcontractors and shall 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.

3.20. INSPECTION

All work done and all materials furnished shall be subject to inspection and approval by the Contract Administrator so as to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications and Special Provisions. 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 inspections 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 checklist bearing the signature of the maintenance man/woman and the signature of the designated State Officer or employee certifying receipt of service. Services that cannot be certified by a representative of the State may not be compensated.

3.21. SERVICE AREA

The Contractor shall perform the service at Aloha Stadium where the units are located. The State shall notify the Contractor of any subsequent change of unit locations listed on the Schedule and furnish any other pertinent information necessary for the proper execution of the contract.

3.22. SERVICE REQUIREMENTS

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

An equipment log will be kept by the CA and shall be used to record additions or deletions. Each entry shall be signed by a representative at the Contractor and the State. The log will be used to determine the time of price adjustment.

3.23. REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the CA.

3.24. LIQUIDATED DAMAGES

Refer to the General Conditions. Liquidated damages are fixed at the sum of TWO HUNDRED DOLLARS (\$200.00) per each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

3.25. RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and General Conditions herein, in addition to any other recourse allowed by law, the State 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 the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

3.26. PROTEST

A protest shall be submitted in writing within five (5) working days after the posting of the award as listed below; 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.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website:
<https://hands.ehawaii.gov/hands/awards>.

Any protest pursuant to §103D-701, HRS, and §3-126-3, HAR, shall be submitted in writing to the Procurement Officer, Stadium Authority, P. O. Box 30666, Honolulu, Hawaii, 96820-0666.

3.27. EXECUTION OF CONTRACT

The State shall forward a formal contract to the successful offeror for execution. The contract shall be signed [by the successful winning bidder] and returned within seven (7) days after receipt by the vendor. No performance and payment bonds are required.

If the option(s) to extend for the twelve-month period is mutually agreed upon, Contractor shall be required to execute a supplement to the contract.

3.28. NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed.

No work is to be undertaken by the Contractor prior to the official commencement date on the Notice to Proceed. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the work start date.

3.29. INVOICING

Group A – Services: Contractor shall submit original and three (3) copies of the invoice to the following address:

ALOHA STADIUM - FISCAL OFFICE
P.O. BOX 30666
HONOLULU, HI 96820-0666

Invoice shall reference both the contract number and the IFB number.

Payment shall be made to the Contractor at the contracted price after certified and approved by the Stadium that the Contractor has satisfactorily performed the required services each month.

Group B - Extra Work: For extra work approved by the CA, two (2) separate detailed invoices are required.

1. Labor invoices shall contain a description of the work done, the hourly rate, and the total amount with the purchase order number authorizing the work.
2. Material invoices shall contain a line-item description of material, unit price, \$450.00 deductible, 20% markup, and final material bill (See sample in S-3, Section 2.5. ALLOWABLE COST FOR PARTS).

3.30. PAYMENT

§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 will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will 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.