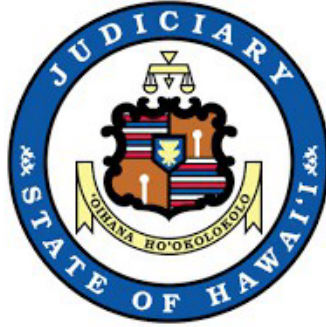




THE JUDICIARY
STATE OF HAWAII

INVITATION FOR BIDS
NO. J27219

PROVIDE AIR CONDITIONING AND
VENTILATION SYSTEM
MAINTENANCE SERVICE AND
CHEMICAL WATER TREATMENT
OF AIR CONDITIONING EQUIPMENT
AT THE JUDICIARY FACILITY ON MAUI
THE JUDICIARY, STATE OF HAWAII

October 2026

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THE JUDICIARY, STATE OF HAWAII
HONOLULU, HAWAII

INVITATION FOR BIDS NO. J27219

IFB ADMINISTRATIVE INFORMATION

IFB Title	PROVIDE AIR CONDITIONING AND VENTILATION SYSTEM MAINTENANCE SERVICE AND CHEMICAL WATER TREATMENT OF AIR CONDITIONING EQUIPMENT AT THE JUDICIARY FACILITY ON MAUI, THE JUDICIARY, STATE OF HAWAII
IFB Project Description (See Specifications)	
IFB Point of Contact: (See Officer-In-Charge)	Name – Mr. Dino Edmalin Agency Name - Judiciary Email – honeydean.d.edmalin@courts.hawaii.gov
Submit proposals electronically via Hawaii Electronic Procurement System (HiePRO): (See Submission of Offer)	Electronic Submission hiepro.ehawaii.gov
IFB Closing Date: (See Schedule and Significant Dates)	October 21, 2026
IFB Closing Time: (See Schedule and Significant Dates)	12:00 PM, Hawai'i Standard Time (HST)
Initial Term of Contract and Renewals: (See Term of Contract)	January 1, 2027 and end on December 31, 2027 With the possibility for an additional three (3) twelve (12) month options to extend, subject to the availability of funds.
TAKE NOTE THE MANDATORY .75% (.0075) TRANSACTION FEE TO HAWAII INFORMATION CONSORTIUM, LLC DBA TYLER HAWAII IS BASED ON SALES FOR AWARDS MADE IN HIEPRO. (DETAILED IN SECTION ELECTRONIC PROCUREMENT AND SECTION PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA TYLER HAWAII.)	

SCHEDULE AND SIGNIFICANT DATES

The significant dates for this project are as follows:

BIDS DUE	October 21, 2026, 12:00 PM
Tentative Contract Award Date	October, 2026
Tentative Contract Start Date	January 1, 2027

SOLICITATION INFORMATION

GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the Judiciary in accordance with the regulations and laws of the State of Hawai'i. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Hawai'i.

ELECTRONIC PROCUREMENT

The Judiciary has established the Hawaii State eProcurement (HlePRO) System to promote an open and transparent system for vendors to compete for state contracts electronically. Offerors interested in responding to this solicitation must be registered on lepro. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov/welcome.html>, select Herro Vendor Registration and then Vendor Registration Guide.

The Judiciary will use hero to issue the IFB, receive Offers, and issue Addenda to the IFB. Addenda and the other information and materials shall be provided by the Judiciary through HlePRO, including additions or changes with respect to the dates in Schedule and Significant Dates. The Judiciary is not responsible for any delay or failure of any Offeror to receive any materials updated through the IFB Process on a timely basis.

As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through HlePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term.

hero Special Instructions. Offeror shall review all special instructions located in Herro. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the bid deadline.

Offerors are advised that they should not wait until the last minute to submit their bid on HlePRO. Offerors should allow ample time to review their submitted bid, including attachments, prior to the bid deadline.

IFB ADDENDA

Changes to this IFB including but not limited to contractual terms and procurement requirements shall only be changed through formal written addenda issued by the Judiciary.

The Judiciary accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the Hawaii State eProcurement System (HlePRO) to obtain IFB addenda or other information relating to the IFB.

QUESTIONS REGARDING IFB CONTENTS

If a Prospective Offeror believes that any provision of the IFB is unclear, potentially defective, or would prevent from providing a meaningful Offer, the Offeror shall submit questions regarding this solicitation through HlePRO on or before the deadline indicated in Schedule and Significant Dates. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the IFB to which the question applies. The Judiciary will respond by the response date specified in Schedule and Significant Dates. The Judiciary may issue Addenda in response to written questions received regarding the IFB.

ELECTRONIC SUBMISSION OF QUESTIONS

All questions must be submitted through the Hawaii State eProcurement System (HlePRO). Questions must be submitted by the question deadline date and time shown in Schedule and Significant Dates. Answers will be given via the Hawaii State eProcurement System (HlePRO) site as noted in Schedule and Significant Dates.

Offerors are cautioned about including context in questions that may reveal the source of questions. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, to the extent possible, to exclude information identifying potential Offerors.

CANCELLATION OF PROCUREMENT AND BID REJECTION

The Judiciary reserves the right to cancel this IFB and to reject any and all bids in whole or in part and waive any defects when it is determined to be in the best interest of the Judiciary, pursuant to HAR §3-122-96 thru HAR §3-122-97.

FIRM OFFERS

Responses to this IFB, including proposed prices and/or fees will be considered firm for 90 days from the bid due date.

RIGHT TO ACCEPT ALL OR PORTION OF BIDS

Unless otherwise specified in the solicitation, the Judiciary may accept any item or combination of items as specified in the solicitation or of any bid unless the Offeror expressly restricts an item or combination of items in its Bids and conditions its response on receiving all items for which it provided a bid. If the Offeror so restricts its Bid, the Judiciary may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Judiciary. The Judiciary may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation

OWNERSHIP OF DISPOSITION OF BIDS AND OTHER MATERIALS SUBMITTED

All costs incurred by the Offeror in preparing or submitting a bid shall be the Offeror's sole responsibility whether any award results from this IFB. The Judiciary shall not reimburse such costs. All bids become the property of the State of Hawaii.

ADDITIONAL INFORMATION

The Offeror shall provide additional information regarding aspects of an Offeror's Bid within five (5) business days of the Judiciary's request unless the Judiciary specifies another period. As noted, each Offeror shall submit only one Bid. If an Offeror submits more than one Bid, then the Judiciary reserves the right to reject and or dismiss the Offeror from the IFB Process.

PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA TYLER HAWAII

A mandatory .75% (.0075) transaction fee is charged to the awarded Contractor(s) based on the awarded amount. HlePRO is administered by Hawaii Information Consortium, LLC dba Tyler Hawaii. Hawaii Information Consortium, LLC shall invoice the awarded Contractor(s) directly for payment of transaction fees. Payment must be made to Hawaii Information Consortium, LLC within thirty (30) days from receipt of invoice. Hawaii Information Consortium, LLC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HlePRO system.

END OF SECTION

SECTION ONE
AIR CONDITIONING AND VENTILATION SYSTEM SPECIFICATIONS

1.1 SCOPE

The Contractor shall furnish all labor, materials, parts, tools, lubricants, refrigerants, equipment, transportation and supervision necessary for the complete maintenance, inspections and diagnostics to the Air Conditioning and Ventilation Systems for the Judiciary, Second Circuit (Hoapili Hale) and in accordance to these Specifications, the Special Provisions and the General Conditions attached hereto and by reference made a part hereof. The Contractor shall perform routine maintenance of all air conditioning, ventilation and listed systems within this contract.

1.2 JOB SITE

The Contractor shall provide air conditioning, ventilation and listed services for the Judiciary, Second Circuit, Hoapili Hale located at 2145 Main Street, Wailuku, Hawaii 96793.

1.3 DESCRIPTION OF WORK

The Contractor shall be responsible to maintain all systems for complete and satisfactory operations and in accordance with the best commercial standards. Any questions as to the satisfactory performance of maintenance service and the satisfactory operation of all equipment and systems shall be determined by the Officer-in-Charge or designee.

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

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

All services performed by the Contractor will be subject to inspection by the Office-in-Charge or designee and shall include applicable items listed but, not be limited to the following maintenance tasks. Reported discrepancies to be followed up with a repair submittal as required within these specifications.

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Abbreviations:

CHW – Chilled Water
CHWS – Chilled Water Supply
VFD – Variable Frequency Drive
VAV – Variable Air Valve
CH – Chiller
Deg. F – Degrees Fahrenheit
ARI – Air Conditioning and Refrigeration Institute
PSI – Pounds Per Square Inch
UV – Ultra Violet
EXV – Electric Expansion Control Valve
RTWD – Trane, Helical Rotary Chiller
CT – Cooling Tower
GPM – Gallons Per Minute
ZRC – High Zinc Cold Galvanizing Compound
MERV - Minimum Efficiency Reporting Value (Air filter rating)

A. AIR HANDLING UNIT

Monthly Service

1. Change all disposable air filters at least once a month; use FARR 30/30 or equal with the exception of AHU's 1-1 & 1-2 which use merv 13 filters.
2. Clean and clear all drip pans, flush all related condensate drain lines with nitrogen and add algae tabs as required. (Note: Contractor may be liable for water damage due to clogged drains)
3. Lubricate and oil all fan and motor bearings and connections of dampers and vanes.
Note: Do not over lubricate items which may lead to premature failure.
4. Check all drives/sheaves for wear; adjust belt tension and alignment. Replace belt as required.
5. Operate equipment, check for unusual noise and vibration, check UV lights for proper operation; adjust all equipment and controls as required; clean up all equipment.
6. Check condition of insulation; repair/reinsulate anytime disturbing of insulation is required to make repairs, or upon discovery or notification.
7. Certify performance of monthly services and that all discrepancies are reported and corrected as required.

Annual Service

1. Clean cooling coils of dirt accumulation using nitrogen, high pressure air/water, steam or chemical coil cleaner solution. Note: This service will be conducted as an after hour service scheduled with Facilities Management. Therefore, Contractor shall include this after hour service schedule cost in their bid price.
2. Clean all fan wheels, interior and exterior of equipment housings.

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3. Secure all loose housings, access doors, safety guards, seal leaks, and touch up paint after cleaning all rust.
4. Replace UV lights in all AHU's equipped with this system. Note: Parts shall be included in the bid price.
5. Certify performance of annual service, report all discrepancies and correct as required.

B. VALVES AND CHILLED WATER LINES, EQUIPMENT AND SUPPORTS

Annual Service

1. The contractor shall exercise all equipment shut-off valves annually for proper operation and tightness.
2. Check all chilled water line insulation for proper coverage and leaks.
3. Check all chilled water lines, valves and actuators for proper bracing/support.
4. Certify that all discrepancies are reported and corrected as required.

C. HELICAL LIQUID CHILLER - CH-1, CH-2

Note: Refer to the manufacturer's technical service manual attached and located in the Facilities Maintenance Office.

WARNING - Hazardous Voltage!

Disconnect all electric power, including remote disconnects and discharge all. Motor start/run capacitors before servicing. Follow proper lockout/tagout procedures to ensure the power cannot be inadvertently energized. Verify with an appropriate voltmeter that all capacitors have discharged. Failure to disconnect power and discharge capacitors before servicing could result in death or serious injury.

Monthly

After the unit has operated for approximately 30 minutes and system has been stabilized, check the operating conditions and complete the procedures below:

1. Log the chiller (Supplied - manufactures check list)
2. Visual checks for water, refrigerant and oil leakage.
3. Certify performance of monthly maintenance service, correct and report all discrepancies.

Quarterly

1. Perform Monthly Maintenance and Checks procedures.
2. Review chiller log.
3. Check evaporator and condenser pressures with gauges and compare to the reading on the RTWD 90 (chiller control panel). Pressure readings should fall within the specified ranges listed under Operating conditions. Note: Optimum condenser pressure is dependent on condenser water temperature, and should equal the saturation pressure of the refrigerant at the temperature 2 to 5 deg. F above that of leaving condenser water at full load.
4. Clean all water strainers in both the chilled and condensing water piping systems.
5. Measure the oil filter pressure drop. Replace oil filter if required. Refer to "Service Procedures"

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located in the Facilities Maintenance office.

6. Measure and log the subcooling and superheat.
7. If operating conditions indicate a refrigerant shortage, leak check the unit and confirm using soap bubbles.
8. Clean condenser coils.
9. Trim refrigerant charge until the unit operates in the conditions listed in the note below. Note: ARI conditions are: condenser water: 85deg. F and 3 GPM per ton and evaporator water: 54-44 deg. F.

Table 123.RTWD Operating Conditions at Full Load

Description Condition

Evaporator pressure 30-45 psi

Condensing pressure 75-125 psi

Discharge superheat 10-15 deg. F

Subcooling 5-10 deg. F

All conditions stated above are based on the unit running fully loaded, running at ARI conditions. If full load conditions cannot be met, refer to note below to trim the refrigerant charge.

Note: Conditions at minimum must be:

Entering condenser water: 85° F

Entering evaporator water: 55° F

Table 124.RTWD Operating Conditions at Minimum Load

Description Condition

Evaporator approach - less than 7 deg. F (non-glycol applications)

Condensing approach - less than 7 deg. F

Subcooling 2-3 deg. F.

EXV percent open 10-20% open

10. Test and adjust "make-up" water and expansion tank.
11. Check chiller response at various cooling load conditions for proper operation and calibration of capacity control system.
12. Certify performance of quarterly maintenance service, correct and report all discrepancies.

Annually

Shut down the chiller once each year to check the following:

1. Perform all monthly and quarterly maintenance procedures.
2. Check the refrigerant charge and oil level. Refer to "Maintenance Procedures". Routine oil changing is not necessary on a hermetic system.
3. Have a qualified laboratory perform an oil analysis to determine system moisture content and acid level. Results will be submitted to the Officer-in-Charge or designee. *Note: Due to the hygroscopic properties of the POE oil, all oil must be stored in metal containers. The oil will absorb water if stored in a plastic container. Check the pressure drop across the oil filter. Refer to "Maintenance Procedures".*
4. Contact a qualified service organization, as approved by the Officer-in-Charge or designee, to leak check the chiller, to inspect safety controls, and inspect electrical/electronic components for

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deficiencies.

5. Inspect all piping components for leakage and/or damage. Clean out any inline strainers.
6. Clean and repaint any areas that show signs of corrosion.
7. Test vent piping of all relief valves for presence of refrigerant to detect improperly sealed relief valves. Replace any leaking relief valve.
8. Remove heads of condenser and internally brush tubes at the same time the cooling tower is cleaned.
9. Check to make sure that the crank case heater is working.
10. Contact a qualified service organization, as approved by the Officer-in-Charge or designee to perform Megger (electrical test to measure wire insulation resistance) i.e. condition of chiller/compressor motor; check starter relay and control contacts and electrical connections for tightness and clean as required.
11. Submit and certify performance of annual maintenance service and correct and report in writing to Officer-in-Charge or designee all discrepancies.

Three-Year

1. Use a nondestructive tube test to inspect the condenser and evaporator tubes (Due December 2028). Chiller plant (3 Chillers) and cooling tower commissioning date December 14, 2011.

D. AIR COOLED CHILLER (SCROLL LIQUID CHILLER) ACC-1 (Currently Inoperable)

Note: Refer to manufacturer's technical service manual, located in the Facilities Maintenance Office.

***This chiller is currently inoperable. The Judiciary plans to restore this chiller to operational status during the contract term. Then upon approval, the contractor would commence preventive maintenance services at the contract price submitted.

Monthly

After the unit has operated for approximately 30 minutes and system has been stabilized, check the operating conditions and complete the procedures below:

1. Log the chiller (Supplied - manufactures check list)
2. Visual checks for water, refrigerant and oil leakage.
3. Certify performance of monthly maintenance service, correct and report all discrepancies.

Quarterly

1. Check for debris and clean water rinse condenser coils. (See CAUTION on next page)
2. Check moisture indicating sight glass for possible refrigerant loss and presence of moisture.
3. Check refrigerant charge.
4. Check all refrigerant joints and valves for refrigerant leaks.
5. Check chilled water flow switch operation.
6. Check all condenser fans for proper operation.
7. Check compressor oil level.
8. Certify performance of quarterly maintenance service, correct and report all discrepancies as

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required.

Annually

1. Check all electrical connections, tighten as necessary.
2. Inspect all contactors and relays, replace as necessary.
3. Check accuracy of thermistors, replace if greater than ± 2 deg. F variance from calibrated thermometer.
4. Obtain and test an oil sample. Change oil only if necessary.
5. Check refrigerant filter driers for excessive pressure drop, replace as necessary.
6. Check chilled water strainers, clean as necessary.
7. Check cooler heater operation, if equipped.
8. Check condition of condenser fan blades and that they are securely fastened to the motor shaft.
9. Perform Service Test to confirm operation of all components.
10. Check for excessive cooler approach (Leaving Chilled Water Temperature — Saturated Suction Temperature) which may indicate fouling. Clean cooler vessel if necessary.
11. Contact a qualified service organization, as approved by the Officer-in-Charge or designee to perform Megger (electrical test to measure wire insulation resistance) i.e. condition of chiller/compressor motor; check starter relay and control contacts and electrical connections for tightness and clean as required.
12. Test operate control switches, compressor unloading and safeties.
13. Calibrate and record settings. Adjust as required.
14. Submit and certify performance of annual maintenance service and correct and report in writing to Officer-in-Charge or designee all discrepancies.

CAUTION

Do not apply any chemical cleaners to MCHX condenser coils. These cleaners can accelerate corrosion and damage the coil. Routine cleaning of coil surfaces is essential to maintain proper operation of the unit. Elimination of contamination and removal of harmful residues will greatly increase the life of the coil and extend the life of the unit. The following steps should be taken to clean MCHX condenser coils. Refer to manufacturer's technical service manual. (Attached)

E. COOLING TOWER - CT-1, CT-2

Note: Refer to manufacturer's technical service manual, located in the Facilities Maintenance Office.

Monthly

1. Clean pan strainer – monthly or as needed.
2. Check and adjust bleed-off valve to make sure it is operative.
3. Check operating level in pan and adjust float valve if necessary.
4. Check water distribution system and spray pattern.
5. Check belt tension, adjust and replace as needed.
6. Check fan screens, inlet louvers and fans.
7. Remove any dirt or debris.
8. Submit and certify performance of monthly maintenance service and correct and report in writing to Officer-in-Charge or designee all discrepancies.

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Quarterly

1. Clean and flush pan – quarterly or as needed.
2. Check drift eliminators.
3. Check the fan blades for cracks, missing balancing weights, and vibrations.
4. Lubricate fan shaft bearings – every 1000 hours of operation or every three months.
5. Electronic Water Level Controller – Clean probe ends of scale build-up.
6. Submit and certify performance of quarterly maintenance service and correct and report in writing to Officer-in-Charge or designee all discrepancies.

Semi-Annually

1. Drain, clean and flush tower; coordinate with water treatment and chiller services.
2. Clean condenser suction screen, drift eliminators and spray nozzles.
3. Electronic Water Level Controller – Inspect junction box for loose wiring and moisture.
4. Submit and certify performance of semi-annual maintenance service and correct and report in writing to Officer-in-Charge or designee all discrepancies.

Annually

1. Check sheaves and bushings for corrosion. Scrape and coat with ZRC.
2. Sliding motor base – Inspect and grease – or as needed.
3. Inspect and clean protective finish – Galvanized: scrape and coat with ZRC.
4. Check water quality for biological contamination.
5. Clean unit as needed and contact a water treatment company for recommended water treatment program.
6. Electronic Water Level Controller – Clean inside the standpipe.
7. Solenoid Make-up Valve - Inspect and clean valve of debris.
8. Submit and certify performance of annual maintenance service and correct and report in writing to Officer-in-Charge or designee all discrepancies.

F. VALVES AND CONDENSER WATER LINES

Quarterly

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

Annually

1. Wire brush, prime and paint rust from pipe surface to prevent further rusting as needed.
2. Certify performance of annual maintenance service.

G. CHEMICAL FEED SYSTEM

Contractor is required to have a certified water treatment contractor complete this service and is responsible for all costs of chemicals, transportation, storage, disposal, chemical feed equipment and

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of all listed according to State, Federal and EPA standards.

Monthly

1. Check adequate chemical supply available for upcoming month. Arrange for delivery of needed chemicals and coordinate through Facilities Management.
2. Check for leaks. Repair as required to stop leaks. Report findings.
3. Check all chemical feed equipment operations and replace as required.
4. Test and analyze samples of chilled water. Report findings in a written report. The report shall include the present concentrations, biological growth, total dissolved solids and conductivity readings, and recommendations or adjustments to set points.
5. Add chemicals to increase concentration as required.
6. A copy of the monthly written report will accompany the monthly invoice with all recommendations of repairs and analysis.

H. PUMPS - CONDENSER AND CHILLED WATER

Quarterly

1. Lubricate and check pump and motor bearings for abnormal temperature and unusual noise or vibration and correct as required.
2. Check packing glands and seals for excessive leakage. Adjust, tighten and correct as required.
3. Certify performance of quarterly service and correct and report all discrepancies.

Semi-Annually

1. Remove and clean strainer for all condenser pumps after tower cleaning.
2. Check and blow down strainer to chilled water pumps after tower cleaning. Remove and clean strainer if excessive debris is noted.
3. Check condition of insulation.
4. Log suction and discharge pressures.
5. Clean and remove all dust and foreign matter. Clean all rust spots and scratch and touch up paint with matching color.
6. Check motor coupling for alignment; mounting bolts are secure.
7. Check Valves and Condenser Water Lines, Equipment and Supports
8. Certify performance of semi-annual service and correct and report all discrepancies.

Annually

1. The contractor shall exercise all equipment shut-off valves annually for proper operation and tightness.
2. Wire brush, prime and paint rust from pipe, equipment and support surface to prevent further rusting.
3. Certify performance of annual service and correct and report all discrepancies.

I. VARIABLE FREQUENCY DRIVES

Note: Refer to manufacturer's technical service manual located in the Facilities Maintenance Office.

Quarterly

1. Check and clean heatsink.
2. Check cooling fan operation and clean/replace enclosure intake and exhaust filter as needed (CHWS AND CT fan, Motor Speed Controllers).
3. Check VFD operational values for pump/fan performance (CHWS AND CT fan, Motor Speed Controllers).
4. Certify performance of semi-annual service and correct and report all discrepancies.

J. CLEANING OF MECHANICAL EQUIPMENT ROOMS OR ENCLOSURES

Quarterly

1. Vacuum or wipe clean all equipment surfaces and all related appurtenances.
2. Vacuum 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. Remove all used, deteriorated, replaced, discarded parts and related debris. CAUTION: DO NOT splash water onto the electrical and mechanical equipment.
4. Notify Officer-in-Charge or designee of any dangerous conditions, improper storage of furniture, materials and supplies which impacts your work within rooms and enclosures, including vandalism.

K. SUMP PUMPS – SEWAGE, STORM and SKIMMER (LOCATED IN PARKING GARAGE)

Monthly

1. Lubricate and check pump and motor bearings including pump couplings for abnormal temperature and unusual noise or vibration.
2. Adjust floats, lubricate linkages, check alarm system for proper operation and contact Facilities group to check the BAS for alarms.
3. Certify performance of monthly service and correct and report all discrepancies.

Semi-Annually

1. Exercise all shut off valves and check for leakage.
2. Check packing glands and seals for excessive leakage. Adjust, tighten, repair or replace as required.
3. Check and remove all dust and foreign matter. Check for rust spots, sand and paint as needed.
4. Certify performance of semi-annual service and correct and report all discrepancies.

L. VENTILATING EXHAUST FANS

Quarterly

1. Check fan collars, bearings and shaft for wear.
2. Check motor-controlled and back-draft dampers for proper operation. Lubricate damper linkage for free movement.
3. Lubricate fan and motor bearings.

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4. Check belt wear and tension; adjust/replace as needed.
5. Check sheaves for wear; realign sheaves.
6. Certify quarterly fan maintenance service and correct and report all discrepancies.

Annually

1. Check fan wheel for smooth operation and housing.
2. Check ducting for proper flow and air leaks.
3. Remove and wash intake grille. (Rest rooms)
4. Certify performance of annual maintenance service.

M. FRESH AIR INTAKE GRILL

Quarterly

1. Grills shall be cleaned with brush, vacuum or if heavily sooted, the grill shall be cleaned with approved detergent and rinsed with tap water.

Annually

1. Grills shall be cleaned with brush, vacuum or if heavily sooted, the grill shall be cleaned with approved detergent and rinsed with tap water.
2. Certify performance of annual maintenance service.

N. REMOTE WATER COOLER

Quarterly

1. Dust/wipe down the exterior of complete unit and vacuum.
2. Clean condenser and internal cabinet, adjust water temperature and stream. Check compressor operation.
3. Certify performance of monthly service and report all discrepancies.

1.4 PARTS, MATERIALS & LABOR

The Contractor shall restore to serviceability all parts that are found to cost less to restore than to replace with a new part. Where parts are worn out and cannot be restored, the Contractor shall replace these parts with new parts. Only new, standard parts manufactured by the maker of each unit or parts of equal quality shall be used.

All systems and components listed are expected to be operating within acceptable ranges and Contractor is required to report any and all deficiencies with a cost and time estimate to repair in order to maintain serviceability. Diagnostic trouble shooting of up to 2 hours per month will be included in the base price of this contract. All repair estimate submittals will be time and materials not to exceed a pre-determined amount.

The Contractor shall stock and maintain a supply of spare parts and materials that are required for

normal repairs of the air conditioning units. The Contractor shall notify the Judiciary whenever parts are not locally available to accomplish the repairs. The Judiciary reserves the right to have the parts sent by air freight at the expense of the Judiciary.

1.5 EMERGENCY SERVICE AND AUTHORIZED EXTRA WORK

Emergency Service

Emergency service required between regularly scheduled maintenance calls shall be rendered within two (2) hours with the exception of the main chiller room and cooling tower which shall be rendered within one (1) hour after the Contractor is notified, non-work days excluded. Emergency service required during non-work days shall be rendered within eight (8) hours.

Authorized Extra Work

Repairs due to unforeseen events or authorized extra work are chargeable. For as-needed or unforeseen repairs authorized by the Facilities Management Division, the Judiciary shall compensate the Contractor for replaced mechanical parts, units or components and the connected accessories at supplier's invoice price plus mark-up which shall include the cost of material, shipping cost if applicable, overhead, profit, taxes and any other incidental expenses. Compensation for mark-up and labor shall be in accordance with the Contractor's mark-up and hourly labor rate price.

The Contractor shall provide firm labor rates and markups on the offer proposal. These rates shall remain firm for the duration of the contract and shall be used when the Facilities Management Division authorizes repairs or replacement work not included in the preventative maintenance services.

Unauthorized extra work performed on an emergency service may not be compensated, as determined by the Facilities Management Division.

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

1.6 EMERGENCY SERVICE PROCEDURES

1. Facilities Management Division notifies Contractor of problem and assigns a repair title with unit numbers.
2. Contractor will report to Facilities Management Division that day or call the following day and report the status of the emergency call by title and unit number.
 - a. If completed, Contractor will inform Facilities Management Division of their evaluation of the trouble and the action taken to remedy the situation.
 - b. If not completed, Contractor will inform Facilities Management Division of the problem and provide an estimated completion date.
3. Once a week the Contractor shall report on all outstanding emergency calls and their estimated completion date and/or action pending.

1.7 SPECIAL REPORTS

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The Contractor will submit completed monthly service and water chemical treatment reports (Signed by the Contractor and Facilities Management) to the Facilities Manager and 1 copy will accompany each service invoice prior to being processed for payment.

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

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

1.8 MAINTENANCE CHECKLIST

The Contractor shall maintain a Judiciary supplied maintenance checklist/log and post a checklist/log on each unit as described herein. The supplied checklist includes all maintenance services due for each piece of equipment to be dated, signed by the performing technician and signed/dated by Facilities Management. It will be the Contractor's responsibility to maintain the checklist/log book by recording the maintenance, discrepancies and emergency repairs data after each scheduled visit. The checklist/log will be kept in the Facilities Maintenance Office, and a copy will accompany the monthly invoice prior to processing for payment. At the end of the contract period, the Contractor shall submit with their final invoice a completed checklist/log book of all air conditioning, ventilation and listed equipment services.

1.9 CLEANUP AND WORK PRACTICE

The Contractor shall keep the job site free of debris, litter, refuse, fingerprints, smudges, insulation, etc. and shall clean all oil drippings during the daily progress of work. The Contractor shall remove from premises: all used filters, tools, waste oils, fluids, parts, refrigerant and equipment upon completion of all services and repairs and legally dispose of, whether hazardous or not, in accordance with EPA and/or other government regulations. The Contractor shall support and defend the Judiciary legally and financially with regard to these regulations.

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

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

1.10 WORK SCHEDULE

The Contractor shall perform maintenance and inspection services to the air conditioning, ventilation and listed systems at Hoapili Hale, all in accordance with the best commercial practices and as required

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to provide assurance of safety and operational reliability.

All scheduled maintenance of the listed equipment has been prepared to reflect the services due throughout the year in a work order per month. A copy of all completed maintenance work orders will be kept in the Facilities Maintenance Office, and a copy will be sent with the original monthly invoice to the Fiscal Office for processing.

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, except as noted.

1. Monthly maintenance tasks shall be performed in the last week of the month or as coordinated through Facilities Management.
2. Quarterly maintenance tasks shall be performed in March, June, September and December or as coordinated through Facilities Management.
3. Semi-Annual maintenance tasks shall be performed in June and December, or as coordinated through Facilities Management.
4. Annual maintenance tasks shall be performed in December, or as coordinated through Facilities Management. The annual air handling unit coil cleaning shall be performed on a weekend, therefore, the half-time labor (overtime) cost for this weekend work shall be included in the Contractor's offer price as submitted in the offer proposal. No additional compensation will be allowed for this weekend's work.

In the event the Judiciary requests the Contractor to perform maintenance tasks on the weekend or after normal working hours, the Judiciary shall compensate the Contractor only for the difference between his normal labor rate & overtime labor rate (1/2). The Contractor shall be responsible for all other costs as if the work was performed during normal working hours. As noted above (1.3, A., 2a., Air Handling Unit, Annual Service) coil cleaning which shall be performed during non-working hours (weekends), therefore, the half-time labor (overtime) cost for this weekend's work shall be included in the Contractor's offer price as submitted in the offer proposal. No additional compensation will be paid by the Judiciary for this weekend's work.

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

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

1.11 WARRANTY

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

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

END OF SECTION

SECTION TWO - SPECIFICATIONS CHEMICAL WATER TREATMENT

2.1 SCOPE

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

1. Cooling tower
2. Condenser
3. Chilled water

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

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

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

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

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

2.2 MINIMUM REQUIREMENTS OF THE TREATMENT PROGRAM

1. Scale and Corrosion Control

- a. Scale and corrosion shall be inhibited by the controlled use of scale and corrosion prevention materials as herein noted.
 1. The use of essentially toxic and staining corrosion inhibitors such as chromate will not be permitted with the exception of the chilled water system since it is located in a closed system.
 2. The use of inhibitors such as the organic phosphorous type will be permitted.
 3. Corrosion inhibitors selected shall have been proven effective by at least two years' usage in the State of Hawaii by the water treatment contractor.
 4. Poly-phosphates are not considered effective corrosion inhibitors and shall not be permitted.
- b. An automatic feed system is installed at the service site for the Contractor's use; however, the Contractor must verify this information and shall maintain the system to adequately maintain the proper chemical balance.
 1. The system shall be a completely automatic proportional pump feed and the bleed-off shall be in direct proportion to equipment load indicated by the makeup water.

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2. Control shall be by means of a solid state conductivity meter and flow through probe sensor.
3. The controller is to be programmed to bleed-off the system and to regulate a preset solution feed pump.
4. A biocide timer to regulate a preset solution feed pump.
5. Closed system valve by-pass Pot feeder.
- c. The water treatment must constantly prevent the build-up of adherent mineral deposits on the heat transfer surfaces of the equipment being treated. Periodic circulation of inhibited descaling acids will not be considered as meeting these specifications.
- d. The Contractor shall install a test system immediately at the start of the contract. The test system shall include strainer, isolation and Dole valves, piping kit and test coupons. Prior to installation, the Contractor must submit to the Judiciary for approval the proposed test system installation plan layout or schematic piping diagram. The Contractor to perform an ISO 9000 corrosion analysis and test coupons replacement semi-annually at the end of June and December. Make adjustments to the water treatment program as required by findings and submit reports to the Judiciary within one (1) month of coupon replacements. Corrosion rates shall be less than 2 mil per year for copper and 4 mil per year for steel - both with pitting.

2. Biological Growth Control

- a. Bacteria, algae and slime growth shall be prevented in all water circuits by using suitable biocides.
- b. Chemicals may be fed into water circuits requiring continuous make-up by automatic proportional feeding devices or by adding directly to the tower sump as required. Chemicals shall be slug fed into the system on a regular basis and not added continuously.
- c. Bromine oxidizing biocides may be used, but shall not include metallic salts, such as tin. A sufficient halogen residual shall be maintained to prevent *Ligonella*. 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.
- b. The chemicals provided must meet OSHA, Environmental Protection Agency, and ISO 9000 requirements for safety to personnel and the environment, and must be approved by the State.
- c. All chemicals supplied shall have been registered and in satisfactory use in Hawaii for at least two years. Offeror may be required to provide evidence of satisfactory performance of the chemical offered. The Judiciary shall be the sole judge of such satisfaction and the Judiciary's decision shall be final.
- d. Chemicals, other than those presently being used in the water treatment program, hereinafter referred as "new chemicals", shall be compatible with the existing chemicals, scale and corrosion inhibitor and broad spectrum bacteriostats.
 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

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use, the Contractor shall be responsible for flushing the system to remove all chemicals before the new chemicals are introduced into the system. Any damages to the system resulting from the failure of the Contractor to satisfactorily flush the system shall be repaired by the Contractor at his expense and at no cost to the Judiciary.

2.3 SERVICE REQUIREMENTS

1. Upon award of the contract the representative designated in the offer by the Contractor shall visit the service site to make an initial water analysis and to establish the prescribed treatment program.
 - a. The initial service call shall include establishment of treatment dosages, bleed schedules, and intervals to replenish chemicals for automatic feed system.
 - b. The Contractor shall submit report on the results of the initial water analysis and the prescribed water treatment program including findings and recommendations. This report shall be submitted within three (3) calendar days following the service call to the Judiciary.
 - c. Contractor shall also submit supplemental reports subsequent to any changes required in the initial prescribed water treatment program.
2. The designated representative of the Contractor shall make service calls and water analysis at intervals of a maximum of thirty (30) calendar days. He shall notify the Facilities Management prior to conducting the test and upon completion of the test.
 - a. The representative shall make initial application of each material and shall continuously furnish specific treatment of the water as required.
 - b. He shall also investigate any unusual conditions pertaining to scale deposition as indicated by condenser operating data, corrosion, and algae growths, & implement corrective action, as required.
 - c. The Contractor shall submit the results of the water analysis and the prescribed water treatment including findings and recommendations in a report. This report shall be submitted within three (3) calendar days following the service call to Facilities Management.
3. Contractor shall be totally responsible for a continuous water treatment program.
 - a. Contractor shall be available on-site during the performance of the cooling tower and tube cleaning and coordinate the inspection with Facilities Management.
 - b. Chiller tube box for inspection shall be coordinated with Facilities Management as necessary.
 - c. The Contractor shall be totally responsible for the water treatment equipment and shall keep it functioning at its optimum through proper maintenance, repair, or replacement as required including piping and electrical.
4. Chilled Water Chemical Feed System shall be serviced monthly as follows:
 - a. Check chemical feed pumps for proper operation and/or adjust as needed.
 - b. Check agitator motor where applicable.
 - c. Check condition of chemical drums and containment system for leaks and repair/replace and refill as required.
 - d. Check operations of automatic chemical controller system for proper sensor and piping for proper operation. Check for leaks and repair.
 - e. Calibrate chemical feed as required by water analysis from test results.
 - f. Remove empty chemical containers and clean area.
 - g. Certify that system has received monthly service and report all adjustment/discrepancies.

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

2.4 **PENALTIES**

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

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

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and submit a new report shall cause the Contractor to be assessed a \$25.00 per incident for each and every calendar day from the date of non-compliance until the re-check and report is submitted.

END OF SECTION

SECTION THREE - SPECIAL PROVISIONS

3.1 SCOPE

Work included in this contract shall consist of providing AIR CONDITIONING AND VENTILATION SYSTEM MAINTENANCE AND CHEMICAL WATER TREATMENT OF AIR CONDITIONING EQUIPMENT at the Wailuku Judiciary Facility on Maui.

3.2 OFFICER-IN-CHARGE

For the purpose of this contract, Dino Edmalin, Facilities Manager, or his designee shall be designated Officer-in-Charge. The telephone number at which he may be reached is (808) 244-2731.

3.3 TERM OF CONTRACT

The Contractor shall enter into a contract for providing maintenance service of air conditioning, ventilating equipment, chemical water treatment and all other listed mechanical equipment for an initial period of twelve (12) months commencing on January 1, 2027 unless terminated, and an additional three (3) twelve (12) month options to extend, subject to the availability of funds.

3.4 CANCELLATION

Written notice is to be submitted to and by either party, 60 (sixty) days prior to cancellation date.

3.5 EXAMINATION OF SERVICE AREAS

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

Offeror shall consider the existing equipment to be in "as is" condition, no additional compensation will be allowed for replacing non-working components. Submission of bid shall be evidence that the Contractor understands and will comply with this special provision if awarded the contract. All equipment whether listed on the schedule or not, but is a component of the air conditioning system, shall be serviced. A pre-bid meeting is scheduled for September 4, 2026 (see Notice to Offerors through the State of Hawai'i Procurement System (HIePRO) for more information). Pre-bid meeting point of contact is Mr. Dino Edmalin, email: honeydean.d.edmalin@courts.hawaii.gov or 808-244-2731.

3.6 OFFEROR'S QUALIFICATION

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

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State. Offers submitted by non-certified and unlicensed offerors shall be rejected.

Offeror must have applied for a General Excise Tax (GET) license, and operating as an active air conditioning and ventilation equipment maintenance business prior to September 2016.

Spare Parts. The Contractor shall maintain spare parts, refrigerant and materials that are required for normal repairs and maintenance to air conditioning and ventilating equipment. Spare parts will be similar design and quality to maintain system integrity and serviceability.

Experience and Personnel Qualifications. The Offeror shall have a minimum of five (5) consecutive years experience (immediately prior to the bid opening date) in the field of air conditioning and ventilation equipment maintenance service of helical and scroll chillers. Offeror must be able to produce documented maintenance and repair experience to substantiate their claim of experience. The Offeror shall have the ability to repair or replace all worn, failed or doubtful components and parts to ensure satisfactory operation of the air conditioning, ventilation and listed systems. Offeror must employ a minimum of four (4) full-time air conditioning maintenance/repair personnel (as described below) who are regular employees of the Contractor at the time of bid (i.e. only those personnel that currently maintain and repair air conditioning equipment in the field).

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

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

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

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

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

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

The Judiciary reserves the right to reject an offer submitted by any offeror who provides false personnel qualifications. Falsification of personnel qualifications, inability to perform the work in accordance

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with the specifications, utilization of unqualified personnel, or excessively high turnover of personnel assigned to this project shall constitute a breach of contract.

Qualification Form. Offeror must complete and return the qualification form at the time their offer is submitted. The Judiciary reserves the right to reject any offer that is missing any requested information or provides false personnel qualifications.

References. Offeror shall list on the proposal form at least three (3) references in the State of Hawaii, other than the Judiciary, for whom offeror has performed a total coverage mechanical maintenance service of air conditioning and ventilation equipment and temperature control system on a regular basis within the last 5 years, that is similar in nature and volume to services specified herein, that will qualify bidder to perform the project. The Judiciary reserves the right to contact the references provided, and the Judiciary reserves the right to reject the bid submitted by any bidder who has not performed air conditioning maintenance that is similar in nature and/or volume to services required or whose performance on other jobs for this type of service has been proven unsatisfactory.

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

3.7 OFFEROR'S PREPARATION

All Offers submitted must be on the forms provided and must be in accordance with the terms and conditions stated herein. Any offer offering any other set of terms and conditions contradictory to those included herein will be rejected without further consideration. Submission of an offer in response to this solicitation shall indicate that Offeror understands the scope of services to be provided, and accepts the terms and conditions of the resulting contract, if awarded. No additional compensation, subsequent to offer opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

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

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

Maintenance Service. Offeror shall not subcontract this portion of the work. Offer price shall include all costs for labor, equipment, parts and materials, refrigerants, transportation, deliveries, all applicable taxes and all expenses necessary to service the equipment.

Chemical Water Treatment Service. Offeror may subcontract this portion of the work and the offer price shall include all costs for labor, equipment, materials, chemicals, maintenance/repair services,

laboratory fees, transportation, deliveries all taxes and any other expenses necessary as required to control corrosion, scale, biological growth in the following systems: Cooling tower, condenser, and chilled water.

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

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

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

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

3.8 WAGE CERTIFICATE

Offeror shall complete and submit the attached Wage Certificate by which the Offeror certifies that the services required will be performed pursuant to Section 103-55, H.R.S. Offerors are advised that Section 103-55, H.R.S. provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, the Contractor will be obliged to increase their wage rates accordingly.

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

3.9 INSURANCE

The CONTRACTOR shall at his own expense maintain insurance in full force and effect during the life of this contract. The policy or policies of insurance maintained by Contractor shall provide the following limits and coverage:

- a) Commercial General Liability Insurance (occurrence form) of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- b) Automobile Insurance in the amount of \$1,000,000.00 bodily injury per person, \$1,000,000 bodily injury per accident, and \$1,000,000.00 property damage per accident.
- c) Workers' Compensation and Employer's Liability. Part A – Statutory. Part B, Employers Liability \$100,000.00 each accident/\$100,000.00 disease each employee/\$500,000.00 disease policy limit.
- d) Professional Liability Insurance (Errors and Omission) in the minimum amount of \$1,000,000 per claim.

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The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration. Furthermore, The Judiciary shall be added as an additional insured as respects to operations performed for The Judiciary, State of Hawaii, and it is agreed that any insurance maintained by The Judiciary, State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

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

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

3.10 SUBMISSION OF OFFER

Offerors shall submit their Total Offer Price **THROUGH THE HIEPRO SYSTEM**, and attach and scan Section 4, "Offer Qualification Form, Wage Certificate and other required documents as specified in this solicitation, **all no later than at the time and due date indicated on HiePRO, (<https://hiepro.ehawaii.gov/welcome.html>)**.

3.11 CONTRACT AWARD

3.11.1 Method of Award

Award, if any, shall be made to the responsive and responsible offeror submitting the lowest **Total Offer Price**.

3.11.2 Tax Clearance

HRS Chapter 237 Tax Clearance requirement for award pursuant to §103D328, HRS. See Section 3.11.4 below for **Hawaii Compliance Express**.

3.11.3 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.

See Section 3.11.4 below for **Hawaii Compliance Express**.

3.11.4 Hawaii Compliance Express.

Instead of separately applying for the above certificates at the various agencies, Offerors wanting to submit bids through the State of Hawaii Procurement System (HiePRO) must use the Hawaii Compliance Express (HCE) which allows businesses to register online through a simple wizard interface. The following HCE website at <https://vendors.ehawaii.gov/hce/splash/welcome.html> expedites the process in applying for and furnishing proof of compliance with the requirements of Chapter 103D-310(c), HRS. Offerors

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are advised that there is an annual fee associated with HCE. HlePRO will automatically check for HCE compliance upon submittal of Offers.

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

Compliance at the Hawaii Compliance Express (or equivalent individual certificates above) will be required prior to award and prior to making final payment.

Timely Submission of Certificate. If a valid Hawaii Compliance Express (or equivalent individual certificates above) are not submitted to the Judiciary on a timely basis for award of a contract, an offer responsive and responsible may not receive the award.

Final Payment Requirements. **A Hawaii Compliance Certificate (or equivalent individual certificates above) will be required for final payment.**

3.12 **SECURITY CHECK**

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

- a. Employees: 1) Full Name, 2) Social Security Number 3) Date of Birth. **Note:** Information provided will be forwarded to the Office of the Sheriff to perform background checks, including obtaining any criminal abstracts. We will not disclose the information to any other person or entity, unless it is mandated by the court or administrative order, or specific law. If we determine that an individual or individuals pose a security risk as a result of the background check, we reserve the right to take appropriate action, such as requesting that you exclude an employee from providing on-site services at our facility.
- b. Motor Vehicles: Make, year, color, license number, insurance company, policy number and expiration date. This information is required to secure passes for permission to operate such vehicles on Judiciary grounds.
- c. The list of employees shall be kept current at all times. New workmen cannot enter the job site until receipt of clearance is obtained from the Officer-in-Charge or designee. Workmen or vehicles found on site without proper identification shall be removed immediately.

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- d. All employees shall check in at the Facilities Maintenance Office prior to starting work, sign in to the Vendor Log Book, will be assigned a vendor badge to be worn and properly visible at eye level and proceed to the work area via an approved route designated by the Officer-in-Charge or designee.

3.13 SERVICE REQUIREMENTS

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

3.14 SERVICE AREAS

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

3.15 INSPECTION

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

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

3.16 PERFORMANCE OF WORK

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

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

3.17 RE-EXECUTION OF WORK

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

3.18 REMOVAL OF CONTRACTOR'S EMPLOYEES

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

3.19 INVOICING AND PAYMENT

Contractor shall submit original and one (1) copy of the invoice and monthly service report(s) to the following address:

Second Circuit, Fiscal Branch
The Judiciary, State of Hawaii
2145 Main Street, Room 137
Wailuku, Maui, HI 96793

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

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

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

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

3.20 LIQUIDATED DAMAGES

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It is mutually understood and agreed by and between the parties to the contract that time shall be of the essence in the performance thereof and that in case of failure on the part of the Contractor for any part or parts of the proposal to satisfactorily complete performance of any item in his contract within the time allowed, the Judiciary will be damaged thereby, and the amount of said damages being difficult, if not impossible, of definite ascertainment and proof, shall be estimated, agreed upon and fixed at the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) for each and every calendar day the Contractor fails to perform in whole or in part the services required and the Contractor hereby agrees to pay the Judiciary as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay, computed as aforesaid, which liquidated damages shall be deducted from any payments due or to become due to the Contractor.

3.21 CONFLICTS AND VARIATIONS

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

END OF SECTION

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SECTION 4 - OFFER QUALIFICATION FORM
PROVIDE AIR CONDITIONING AND VENTILATION
SYSTEM MAINTENANCE SERVICE AND CHEMICAL WATER TREATMENT
OF AIR CONDITIONING EQUIPMENT
AT THE JUDICIARY FACILITY ON MAUI

SUBMITTED BY: _____

_____, 2026

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

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

_____. Dollars
(\$ _____).

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I. Bid Costs

- A. The following proposal is hereby submitted for all air conditioning and ventilation systems specifications mentioned inclusive of two (2) helical liquid chillers.

Item	Price	Multiplier	Total
Monthly Service	\$	X 12 months	\$
Quarterly Service	\$	X 4 quarters	\$
Semi-Annual Service	\$	X 2	\$
Annual Service	\$	X 1	\$
Bid Price			\$

- B. The following proposal is hereby submitted for the addition of all specifications mentioned for one (1) air cooled chiller. Pricing and preventive maintenance shall commence upon the Judiciary restoring the air cooled chiller to operational status.

Item	Price	Multiplier	Total
Monthly Service	\$	X 12 months	\$
Quarterly Service	\$	X 4 quarters	\$
Annual Service	\$	X 1	\$
Bid Price			\$

	Description	Bid Price
A.	All specifications inclusive of two (2) Helical Liquid Chillers	\$
B.	Additional one (1) Air Cooled Chiller	\$
TOTAL BID PRICE**		\$

**TOTAL BID PRICE should agree with the Total Lump Sum Bid to be entered in Section 4 title page of this Offer Qualification Form and also should agree with the cumulative amount entered into the State of Hawaii Procurement System (HlePRO)

<https://hiepro.ehawaii.gov/welcome.html>.

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Extra Work Proposal

The following proposal is hereby submitted for authorized extra work.

HVAC Technician (Regular Hours)	Hour	\$
HVAC Technician (Overtime)	Hour	\$
Apprentice (Regular Hours)	Hour	\$
Apprentice (Overtime)	Hour	\$
Diagnostic Call	Per Call	\$
Refrigerant (R-134a, etc.)	Per lb.	\$

Item		Markup %
OEM Replacements Parts		%
Non-OEM Parts		%
Equipment Rental		%

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- A. General Excise Tax License:
Tax License ID Number:
Date on G.E. Tax License:
- B. Insurance coverage is carried by:
Comprehensive General Liability Insurance:
- C. References Listed below are the names and address of three (3) references from whom the offeror has provided within the last five years or is currently providing total air conditioning services as specified in the special provisions:

Company/Firm	Address	Contact Person	Company Phone	Years Servicing
1.				
2.				
3.				

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D. Water Treatment Contractor

Contractor Name:

Address:

Contact Person: _____ Phone No.

Contractor License:

Years of Experience

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

Exact Legal Name of Air Conditioning Contractor:

Contractor's Air Conditioning License Number:

Service Facility/Business Address:

Contact Person:

Telephone Number: _____ Fax Number:

E-mail Address:

E. Contractor's number of consecutive years of experience (immediately prior to offer opening date) in the field of air conditioning equipment maintenance service of helical and scroll chillers in the State of Hawaii:

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

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

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

Name of Employee	Job Title	No. of years Experience

- H. List at least two (2) full-time journeymen refrigeration/air conditioning mechanics with a minimum of five (5) years of chilled water scroll and helical chiller cooling tower and DDC maintenance/repair experience (immediately prior to offer opening date). The journeyman mechanics shall have successfully completed a course of study in the field of temperature, DDS control and refrigeration systems. The journeyman mechanic must have a refrigerant universal certification classification as indicated in the Specifications.

1. Journeyman Mechanic's Name:

- a. Number of years at present company:
- b. Number of years experience in helical and scroll chiller maintenance/repair:
- c. Title of and date that course of studies completed:
- d. List date, name of facility/location, contact person, phone number and type & model of previous and current employers that mechanic performed helical and scroll chiller maintenance and repair:

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2. Journeyman Mechanic's Name:

- a. Number of years at present company:
- b. Number of years experience in helical and scroll chiller maintenance/repair:
- c. Title of and date that course of studies completed:
- d. List date, name of facility/location, contact person, phone number and type & model of previous and current employers that mechanic performed helical and scroll chiller maintenance and repair:

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

1. Refrigeration Mechanic's Name:

- a. Number of years at present company:
- b. Number of years' experience in helical and scroll chiller maintenance/repair:
- c. Title of and date that course of studies completed:
- d. List date, name of facility/location, contact person, phone number and type & model of previous and current employers that mechanic performed helical and scroll chiller maintenance and repair:

2. Refrigeration Mechanic's Name:

- a. Number of years at present company:
- b. Number of years experience in helical and scroll chiller maintenance/repair:
- c. Title of and date that course of studies completed:

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

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WAGE CERTIFICATE

Description of Project: PROVIDE AIR CONDITIONING AND VENTILATION SYSTEM
MAINTENANCE SERVICE AND CHEMICAL WATER TREATMENT OF
AIR CONDITIONING EQUIPMENT AT SECOND CIRCUIT - HOAPILI
HALE THE JUDICIARY, STATE OF HAWAII

Pursuant to Section 103-55, Hawaii Revised Statutes, I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
2. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, Hawaii Revised Statutes.

Offeror: _____

Signature: _____

Name: _____

Title: _____

Date: _____