HAWAII STATE DEPARTMENT OF EDUCATION

PROCUREMENT AND CONTRACTS BRANCH

NOVEMBER 16, 2026

INVITATION FOR BIDS

Number IFB D26-147

SEALED BIDS

TO

PROVIDE MAINTENANCE AND REPAIR SERVICES

FOR AIR CONDITIONING AND HEAT-VENTILATING EQUIPMENT,

INCLUDING WATER TREATMENT AND ENERGY MONITORING AND CONTROL SYSTEM

AT VARIOUS HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS

AND OTHER STATE PUBLIC BUILDINGS

ON THE ISLAND OF KAUAI

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

on

DECEMBER 1, 2026

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

Questions relating to this solicitation may be directed to Sharon Makabe, Procurement and Contracts Support Specialist, at telephone (808) 675-0130, via facsimile (808) 675-0133, or via email at sharon.makabe@k12.hi.us.

PROVIDE MAINTENANCE AND REPAIR SERVICES FOR AIR CONDITIONING AND HEAT-VENTILATING EQUIPMENT, INCLUDING WATER TREATMENT AND ENERGY MONITORING AND CONTROL SYSTEM AT VARIOUS HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OTHER STATE PUBLIC BUILDINGS ON THE ISLAND OF KAUAI
IFB D26-147

OFFER PAGE OF-1

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

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

_____ _____
Authorized (Original in ink) Signature Name (printed)

_____ _____
Title Date

The following offer is hereby submitted:

Group A: Hawaii State Department of Education Schools

Item	Description	Annual Estimated Hours (A)	*Unit Bid Price Hourly Labor Rate (B)	Total Bid Price (Annual) / (A multiplied by B)
1	**Recurring Maintenance and Repairs for Air Conditioning and Heat-Ventilating Equipment** *(Total of Monthly, Quarterly, Semi-Annual, and Annual Services)*			
2	**Water Treatment Service of Air Conditioning System**			
3	**Maintenance and Repair Services of the Energy Monitoring and Control System**			
4	**Eddy Current Testing** *(Total of Eddy Current Testing)*			
5	**As-Needed Repairs Authorized by the Contract Administrator (CA)**	200		
	SUBTOTAL BID PRICE FOR GROUP A (ITEMS 1 THROUGH 5)			

Group B: State Public Buildings

Item	Description	Annual Estimated Hours (A)	*Unit Bid Price Hourly Labor Rate (B)	Total Bid Price (Annual) / (A multiplied by B)
1	**Recurring Maintenance and Repairs for Air Conditioning and Heat-Ventilating Equipment** *(Total of Monthly, Quarterly, Semi-Annual, and Annual Services)*			
2	**Water Treatment Service of Air Conditioning System**			
3	**Maintenance and Repair Services of the Energy Monitoring and Control System**			
4	**Eddy Current Testing** *(Total of Eddy Current Testing)*			
5	**As-Needed Repairs Authorized by the Contract Administrator (CA)**	20		
	SUBTOTAL BID PRICE FOR GROUP B (ITEMS 1 THROUGH 5)			

TOTAL SUM BID PRICE (FOR GROUP A AND GROUP B)	

*This hourly rate shall be used as the Hourly Labor Rate for all cost proposals for as-needed repairs on ductless split units or other systems authorized by the CA, including Emergency Service, Authorized Extra Work, Troubleshooting and repair for Heat Abatement AC, or authorized repairs attributed to vandalism, theft, weather and other calamity-related damages as determined by the CA, and shall be inclusive of all taxes, profits and other associated costs. All as-needed repairs and other repairs authorized by the CA, along with authorized subcontracted work, shall be paid by purchase order.

Offeror: _____

WAGE CERTIFICATE

Subject:

Project Number	IFB D26-147
Project Description	Provide Maintenance and Repair Services for Air Conditioning and Heat-Ventilating Equipment, including Water Treatment and Energy Monitoring and Control System at Various Hawaii State Department of Education Schools and Other State Public Buildings on the Island of Kauai

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

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.

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

2. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

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

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

Offeror _____

Signature _____

Title _____

Date _____

SPECIFICATIONS

I. SCOPE OF SERVICES

The CONTRACTOR shall furnish all labor, materials, parts, tools, lubricants, refrigerant, equipment, transportation, and supervision necessary for the complete inspection, maintenance, and repair services to the air conditioning (AC) and heat-ventilating, and Heat Abatement equipment, including Water Treatment and Energy Monitoring and Control System located at the various Hawaii State Department of Education schools and other State public buildings on the island of Kauai as listed herein on the attached Exhibit B – Equipment Schedule and Price Breakdown. The CONTRACTOR shall completely guarantee the satisfactory operation of all air conditioning and ventilating systems within the scope of this Contract such that the room temperature can be maintained between seventy-two (72) degrees Fahrenheit and seventy-five (75) degrees Fahrenheit unless otherwise directed by the Contract Administrator (CA).

II. DESCRIPTION OF WORK

This is a Guaranteed Maintenance Service Contract. The Contract shall include the following:

A. Maintenance Work

The CONTRACTOR shall be totally responsible for all costs necessary for the maintenance services of all systems and/or equipment listed herein for complete and satisfactory operation, including but not limited to, responding to all schools and State public building trouble calls or work orders regardless of the reason(s) for the call.

The CONTRACTOR shall complete all maintenance services in a timely and reasonable fashion. The CONTRACTOR shall strictly adhere to the approved maintenance schedule and shall complete all maintenance services without delays.

B. Repair Work

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

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

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

The CONTRACTOR shall repair or replace all worn, failed or doubtful components and parts, regardless of cause, to ensure satisfactory operation of the air conditioning and ventilation equipment. Replacement parts shall be new, standard parts manufactured by the maker of each unit or of equal design and quality to maintain systems integrity and serviceability. Replacement equipment and coils shall be coated with corrosion protection coatings. The coils shall be coated with Blygold 'Polual' or Thermoguard or MicroGuard with a three (3) year warranty. Cabinets and exterior surfaces shall be coated with Polysiloxane-PSX 700 or Thermoguard with a three (3) year warranty. Coating shall be applied to all interior and exterior surfaces until a total of six to eight (6-8) mils dry film thickness (DFT) is achieved. Coating shall be applied in strict accordance with coating manufacturer's recommendations. After the coating has totally cured, the equipment shall be assembled using care not to damage the coating during assembly and installation. If damage occurs, repair or touch up shall be performed onsite with approved coating material and shall be performed in accordance with the manufacturer's recommendations. The coating shall be performed by an experienced applicator qualified by the State. A certified test report for the required coating of six to eight (6-8) mils DFT shall be submitted for review and approval by the CA or authorized representative.

The CONTRACTOR shall be responsible for the electrical and built-in controls (except Direct Digital Controls (DDC) web control system) of each unit from the disconnect switch to the unit, including all electrical problems. Any questions as to the satisfactory performance of maintenance service and repairs and the satisfactory operation of all equipment and systems shall be determined by the CA.

The CONTRACTOR shall maintain a supply of parts and materials that are required for typical or normal repairs of the air conditioning units.

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

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

The CONTRACTOR shall not be responsible for repairs due to flagrant vandalism, fire, storm, flood, lightning and/or other damages caused by unforeseen or unusual events as determined solely by the CA. 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, for example, failure to reinstall protective covers causes motor to burn during rainstorm. In addition, the CONTRACTOR shall not be responsible for regular or scheduled maintenance service for the newly installed Heat Abatement Ductless Split AC Units powered either by Electric or Photovoltaic (PV) system. However, troubleshooting and repair work on the Heat Abatement AC Units shall be performed by the CONTRACTOR only if ordered by the CA. For repair work which can be attributed to a cause beyond the CONTRACTOR's control, including troubleshooting and repair work ordered by the CA for the newly installed Heat Abatement Ductless Split AC Units, the CONTRACTOR shall submit a cost proposal to the CA per Section IX – As-Needed Repairs Authorized by the Contract Administrator (CA).

C. Repairs Due to Unforeseen or Unusual Events

When a repair due to unforeseen or unusual event is authorized by the CA, the CONTRACTOR shall promptly, within forty-eight (48) hours, provide a written cost proposal for the repair to the CA for approval. The cost proposal shall contain at least the following information: All equipment information (for example, identification (ID), location), the STATE's work order (WO) number,

description of the issue or work to be done, materials or parts and equipment cost, material's or part's estimated time of arrival (ETA), estimated completion date, and any additional supporting information to justify costs.

If the cost proposal for the repair is approved by the CA, a purchase order (PO) and/or supplemental contract will be issued to the CONTRACTOR which will serve as authorization and notice to proceed with the repair. The STATE shall not be held responsible for payment of any unauthorized work. The STATE shall compensate the CONTRACTOR for labor, and replaced mechanical parts, units or components and the connected accessories at supplier's invoice price plus a mark-up not exceeding thirty percent (30%), which shall include the cost of material, overhead, profit, taxes and any other incidental expenses. The CONTRACTOR will be reimbursed for shipping cost, if applicable.

A service report shall be prepared by the CONTRACTOR which shall contain at the least the following information: date of service, all equipment information (for example, ID, location), STATE's Maximo WO number and PO number, if applicable, the name of the technician(s), the detailed summary of work performed, the name and the signature of the authorized person certifying the completed work. A service report shall be prepared for each day of work for work requiring multiple days to complete. In addition to the service report, the CONTRACTOR shall also submit before and after photos that will clearly show the before conditions of the existing or replaced components and/or parts and the completed repair with the new components and parts.

If the CA and the CONTRACTOR cannot agree on the price, the STATE reserves the right to make other arrangements to complete the repair work including but not limited to a formal STATE solicitation which the CONTRACTOR can participate on.

The STATE reserves the right to request expedited shipping of parts either by air freight or air express (next day delivery), if not available locally, at the expense of the STATE.

III. GENERAL REQUIREMENTS

A. RECURRING MAINTENANCE REQUIREMENTS

The CONTRACTOR shall be totally responsible for all tasks and costs necessary for accomplishing the recurring maintenance tasks as specified in the following sections including for all electrical components of the air conditioning system including the testing and/or replacement of the breakers. The required recurring tasks shall consist of thorough maintenance work in accordance with the best commercial practices governing the maintenance of air conditioning and heat ventilating systems. 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 parts and materials, including the refrigerant, at a minimum, need to be refilled, oiled, and lubricated at no additional cost to the STATE. Coil cleaning, including but not limited to, coil chemical cleanings, if necessary, shall be implemented at no additional cost to the STATE.

Recurring Maintenance Tasks:

1. Air Handling Units and Fan Coil Units

Monthly Service
CONTRACTOR shall perform the following services on a montly basis:

a. Clear and clean all drip pans and flush all related condensate drain lines with compressed air, water, nitrogen or other applicable means. (CONTRACTOR may be liable for water damages due to clogged drains). Install pan tablets if necessary to

control algae. Tablets shall not block drain hole at any time they are used in drip pans. CONTRACTOR shall be responsible for drain lines up to where it enters the wastewater system.

b. Change all disposable air filters including automatic filters as required, but at least once every two (2) months or sooner if needed; use two (2) inch pleated, thirty percent (30%) efficiency type-FARR 30/30 or equal. The CONTRACTOR shall use the correct filter size for each equipment and shall not stack filters in the flow direction. The washable filters shall be washed at least once a month or sooner if needed. Filters shall be hand marked with the date of installation using a permanent ink marker by the technician servicing the equipment. Markings shall be easily readable with a one (1) inch minimum height font size. With the exception of Ductless Split Units, all new filters shall be positioned so that the markings are visible without having to remove the filters.

c. Wash permanent type filters in accordance with manufacturers specifications with detergent approved by the CA, and spray coat the washed filter with a HVAC industry approved filter treatment solution. Replace permanent type filters that are worn.

d. With the exception of Ductless Split Units, lubricate and oil all fan and motor bearings, and connections of dampers and vanes. Check controls to ensure proper operation.

e. Check all drives for wear; adjust belt tension. Replace belt as required.

f. Check ultraviolet C (UVC) lights and replace them if they are not working. As a minimum, UVC light shall be replaced every twelve (12) months. See Annual Service for details.

g. Check carbon dioxide (CO2) monitor systems; repair and/or replace items as needed to keep the systems operating properly.

   Recalibrate the CO2 monitor system per manufacturer's recommendations. Calibration of the interior CO2 sensor shall consist of comparison with readings from an outside CO2 sensor that has been calibrated and is used as the control sensor; only a relative comparison is required. Calibrate the interior sensor if the reading differs by more than seventy-five (75) parts per million (ppm). Replace CO2 sensor if it is inoperative.

h. Check back-draft and motor-controlled dampers and operators for proper operation; lubricate linkage for free movement.

i. Operate equipment to check for proper operation, unusual noise and vibration. Adjust, repair, and correct all discrepancies before certifying service report.

Semi-Annual Service
CONTRACTOR shall perform the following services on a semi-annual basis:

a. Except for Ductless Split Units, adjust alignment of bearings and sheaves, lubricate fan and motor bearings. Replace worn or noisy bearings or sheaves.

b. Wash cooling coils and clean all dirt accumulation, using CA approved cleaning method, including water washer, steam or surfactant chemical coil cleaner (alkali or acidic cleaners are not allowed) as necessary. UVC lights shall be fully protected during washing operations. Damaged lights shall be replaced. The CONTRACTOR shall submit to the CA a list of proposed chemical coil cleaning solution for approval. If the CONTRACTOR is found to be using a cleaning solution that is non-compliant with manufacturer's specifications or not approved in writing by the CA the CONTRACTOR shall be required to purchase and use a cleaner selected by the CA. If the STATE

specifies a chemical coil cleaner, the CONTRACTOR shall furnish the chemical coil cleaner and, with all due diligence, shall use it according to the product manufacturer's recommendations and Material Safety Data Sheets (MSDS). The CONTRACTOR will also be responsible to correct any damage to the HVAC system linked to the use of improper or unapproved cleaning products.

The CONTRACTOR shall document the completed coil cleaning by taking before and after photos of the coils. The before and after photos shall be taken at the same angle and shall show the whole coil. The photos shall be clear and not blurry. The photos shall be submitted as part of the backup documents for the Semi-Annual Maintenance invoice.

c. Except for Ductless Split Units, all supply and return air and supply air grilles, register and diffusers and exterior surfaces of all related air conditioning equipment shall be vacuumed and wiped clean. Use High-Efficiency Particulate Air (HEPA) vacuum and filter; use vacuum hose extension kit to reach within a foot deep of the adjoining interior section of air conditioning duct to remove accumulated dust or debris, being extra-careful not to cause any damage to the duct's interior insulation or lining. Clean fresh air intake grille and damper, and repair and/or replace deteriorated bird and/or insect screens.

d. Check and adjust belt tension with deflection gauge and replace worn belts.

e. Operate equipment to check for proper operation, unusual noise. Adjust, repair, and correct all discrepancies before certifying service report.

Annual Service
CONTRACTOR shall perform the following services on an annual basis:

a. Except for Ductless Split Units, check pressure drop and temperature differential across coils, and log readings. Clean strainers and check vents and drains on chill water coils.

b. Secure all loose housing, seal leaks, and touch-up paint after treating and cleaning all rust.

c. Except for Ductless Split Units, replace all UVC light tubes that have not been replaced since the last annual service. The UVC light replacement date (MM/DD/YY) shall be written or marked on the light bulb using a permanent marker. Ensure that UVC light is operating and replace if it is not working. UVC light bulbs shall be replaced every twelve (12) months at a minimum. Following execution of the Contract, a UVC light replacement schedule shall be submitted to the CA for approval. The CONTRACTOR shall submit backup documentations such as order or bill of lading or delivery sheets and invoices to prove that replacement UVC lights were ordered, delivered and installed. The backup documents shall be attached to the CONTRACTOR's Annual Maintenance invoice. The invoice will not be processed unless the aforementioned backup documents are submitted and the UVC lights are replaced.

d. Replace all fresh intake filter bags, with new bags where applicable.

e. Check condition of insulation; repair and/or reinsulate properly and immediately, including any adjustments made to the insulation when required to make repairs, or upon discovery or notification.

f. Calibrate pneumatic and/or electric temperature controls.

g. Clean all fan wheels and interior housings.

h. Except for Ductless Split Units, check for VAV boxes. Locate and exercise every VAV box primary air damper to verify it responds to “open-close” commands. Adjust, repair or replace the components or the whole VAV terminal as required to provide full operational function.

i. Operate equipment to check for proper operation, unusual noise and vibration. Adjust, repair, and correct all discrepancies before certifying service report.

2. Temperature Controls

Monthly Service
CONTRACTOR shall perform the following services on a monthly basis:

a. Check all DDC, electric or pneumatic control thermostats, controllers, smoke detectors, control dampers, control valves and actuators for proper operation; lubricate, adjust, recalibrate or replace as required. Adjust classroom thermostats between seventy-five (75) degrees Fahrenheit unless otherwise directed by the CA.

b. Check control dampers, at a minimum, for tight closing, bent blades, defective linkage. Rusted linkages and blades shall be replaced with new parts.

c. Verify cooling equipment stages on and off optimally.

d. Verify compressors are loading and unloading.

e. Verify all adjustable speed drives are functioning and functioning in accordance with control strategy.

f. Verify soft starters are working properly.

g. Verify air conditioning equipment has staggered start times to reduce peak electricity demand.

h. Verify unoccupied spaces have cooling equipment turned off or set points are at setback temperatures.

i. Verify schedules that are overridden are returned to their normal operating mode.

j. Operate equipment to check for proper operation.

Annual Service
CONTRACTOR shall perform the following services on an annual basis:

a. Replace worn parts or complete controls with new or reconditioned equivalents, as conditions warrant.

b. Replace all worn contactors.

c. Operate equipment to check for proper operation.

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

Monthly Service
CONTRACTOR shall perform the following services on a monthly basis:

a. Check and record entering and leaving water temperatures and pressures of chilled water and water-cooled condenser in the "maintenance log book."

b. Check and record refrigerant compressor suction and discharge and oil pressures in the "maintenance log book.".

c. Visual check for water, refrigerant and oil leakage; correct or repair as required. Check vibration isolator mounts.

d. Check compressor, fan, and motor bearings for abnormal temperature and unusual noise; lubricate and/or replace as required.

e. Check refrigerant sight glass; change filter and/or drier if moisture indicated (Direct Expansion (DX) system). Check compressor oil level and add oil as required.

f. Check air-cooled condenser fans, sheaves, and belts. Adjust tension or replace as required.

g. Adjust alignment of bearings and sheaves for fans, motors, and compressors, and replace worn or noisy bearings or sheaves.

h. Note and run system operation through complete operating cycle and adjust for proper operation.

i. Operate equipment to check for proper operation, unusual noise and vibration.

j. Adjust chilled water temperature setting for seasonal change. (Winter: October 15th through April 30th; Summer: May 1st through October 14th). Annotate date changed and temperature settings in the “maintenance log book”.

k. Certify performance of monthly maintenance service and correct and report all discrepancies.

Quarterly Service

CONTRACTOR shall perform the following services on a quarterly basis:

a. Check chiller response at various cooling load conditions for proper operation and calibration of capacity control system and record settings in recurring maintenance.

b. Check operation of freeze stat and oil failure switch; record settings in the “maintenance log book”.

c. Clean condenser coils of all dirt and/or salt accumulation with water, steam or surfactant chemical coil cleaning solution (alkali or acidic cleaners are not allowed) (air-cooled). The STATE reserves the right to specify a chemical coil cleaning solution to be used if the STATE sees necessary or if CONTRACTOR’s cleaning solution is found non-compliant, without any additional cost implication to the STATE. If STATE specifies a chemical coil cleaner, the CONTRACTOR shall furnish the chemical coil cleaner and, with all due diligence, shall use it according to the product manufacturer’s recommendations and MSDS. The CONTRACTOR will also be responsible to correct any damage to the HVAC system linked to the use of improper or unapproved cleaning products.

   The CONTRACTOR shall document the completed coil cleaning by taking “before and after” photos of the coils. The before and after photos shall be taken at the same angle

and shall show the whole coil. The photos shall be clear and not blurry. The photos shall be submitted as part of the backup documents for the Quarterly Maintenance invoice.

d. Test and adjust "make-up" water and expansion tank.

e. Operate equipment to check for proper operation, unusual noise and vibration.

f. Certify performance of quarterly maintenance service and correct and report all discrepancies.

Semi-Annual Service
CONTRACTOR shall perform the following services on a semi-annual basis:

a. Remove heads of condenser and internally brush tubes at the same time cooling tower is cleaned (water-cooled); coordinate with Water Treatment Contractor (WTC) and point of contact (POC).

b. Lubricate all fan, motor, and pump bearings as required.

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

Annual Service
CONTRACTOR shall perform the following services on an annual basis:

a. Have compressor crankcase oil analyzed and submit written report; replace if contaminated; clean or replace strainer and oil filter.

b. Check and clean or replace all strainers, filters, and refrigerant and/or driers.

c. Megger compressor motor and submit report; check starter relay and control contacts and electrical connections for tightness and clean as required.

d. Add chilled water chemicals as necessary.

e. Test operate control switches, compressor unloading and safeties; calibrate and record settings. Adjust as required.

f. Check and clean all unit housings (inside, outside, and components), seal leaks, and remove rust from exterior component and touch-up paint with matching color, immediately upon discovery or notification.

g. Check condition of insulation; re-insulate properly and immediately, including any adjustments made to the insulation when required to make repairs, or upon discovery or notification.

h. Operate equipment to check for proper operation, unusual noise and vibration.

i. Certify performance of annual service, report and correct all discrepancies. Submit maintenance report in writing to CA within thirty (30) days of service.

4. Ventilating Fans (Part of Air Conditioning System)

Quarterly Service
CONTRACTOR shall perform the following services on a quarterly basis:

a. Check back-draft and motor-controlled dampers and operators for proper operation; lubricate linkage for free movement.

b. Lubricate fan and motor bearings.

c. Check belt wear and tension; adjust or replace as needed.

d. Check sheaves for wear, replace as needed.

e. Check fan collar, bearings and shaft for wear, repair or replace as needed.

f. Replace air filters where installed.

g. Operate equipment to check for proper operation, unusual noise and vibration.

Semi-Annual Service
CONTRACTOR shall perform the following services on a semi-annual basis:

a. Check and clean fan wheels and housings of dust, dirt, and grease.

b. Remove and wash all intake and/or exhaust or supply grilles, registers, louvers and dampers; repair or replace deteriorated bird and/or insect screens.

c. Change air filters as required.

d. Operate equipment to check for proper operation, unusual noise and vibration.

5. Pumps

Monthly Service
CONTRACTOR shall perform the following services on a monthly basis:

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

b. Lubricate; and check pump and motor bearings including pump couplings for abnormal temperature and unusual noise or vibration and repair and/or replace as needed. Check pump and motor shafts for proper alignment and re-align as necessary and provide new couplings.

c. Operate equipment to check for proper operation, unusual noise and vibration.

Semi-Annual Service
CONTRACTOR shall perform the following services on a semi-annual basis:

a. Remove and clean strainer for all condenser pumps after tower cleaning.

b. Check and blow down strainer to chilled water pumps. Remove and clean strainer if excessive debris is noted.

c. Check condition of insulation; repair and/or re-insulate properly and immediately, including any time disturbing of insulation is required to make repairs, or upon discovery or notification.

d. Log suction and discharge pressures and motor amperes for all pumps in the maintenance checklist.

e. Clean and remove all dust and foreign matter. Clean all rust spots and scratches and touch up paint with matching color, immediately upon discovery or notification.

f. Check motor coupling for alignment; mounting bolts are secure. Cracked and deteriorated rubber coupling inserts shall be removed and new coupling inserts shall be provided once shaft alignment is checked and corrected.

g. Operate equipment to check for proper operation, unusual noise and vibration.

6. Packaged or Split DX Air Conditioning Units

Monthly Service
CONTRACTOR shall perform the following services on a monthly basis:

a. Perform the monthly tasks of **Item 1 - Air Handling Units and Fan Coil Units and Item 3 - Packaged Water Chiller, Reciprocating Compressor, Air Cooled Condenser and Condensing Unit.**

b. Certify performance of all services, report and correct all discrepancies. Submit maintenance report in writing to the CA.

Quarterly Service
CONTRACTOR shall perform the following services on a quarterly basis:

a. Perform the quarterly tasks of **Item 3 - Packaged Water Chiller, Reciprocating Compressor, Air-Cooled Condenser and Condensing Unit**

b. Certify performance of all services, report and correct all discrepancies. Submit maintenance report in writing to the CA.

Semi-Annual Service
CONTRACTOR shall perform the following services on a semi-annual basis:

a. Perform the semi-annual tasks of **Item 1 - Air Handling Units and Fan Coil Units and Item 3 - Packaged Water Chiller, Reciprocating Compressor, Air-Cooled Condenser and Condensing Unit**

b. Certify performance of all services, report and correct all discrepancies. Submit maintenance report in writing to the CA.

Annual Service
CONTRACTOR shall perform the following services on an annual basis:

a. Perform the annual tasks of **Item 1 - Air Handling Units and Fan Coil Units and Item 3 - Packaged Water Chiller, Reciprocating Compressor, Air-Cooled Condenser and Condensing Unit**

b. Certify performance of all services, report and correct all discrepancies. Submit maintenance report in writing to the CA.

7. Standby and Lead-Lag Equipment (including, but not limited to, Pumps and Chillers), Control Panel Switches and Time Clocks

Monthly Service
CONTRACTOR shall perform the following services on a monthly basis:

a. The CONTRACTOR shall be responsible for the operational changeover of all standby and lead-lag equipment (monthly, unless otherwise indicated).

b. Check lead-in wires to see that all connections are tightly secured. Clean contacts, replace if necessary.

c. Check and adjust time settings as directed or required. Charge battery for back-up if applicable, as necessary.

d. Should time clock fail - replace with electronic type with capacitance back up (Batteries are NOT ALLOWED).

e. Should bypass timer switch fail - replace with adjustable four (4)-hour programmable electronic selector switch or push button; add and/or revise wiring as necessary.

f. Should insects and/or vermin enter device housings, clean and correct housing by providing door gaskets, screens over air vents, and seal conduit openings entering the housing.

g. Operate equipment to check for proper operation.

Semi-Annual Service
CONTRACTOR shall perform the following services on a semi-annual basis:

a. Thoroughly clean out all dust and dirt from inside of housing by wiping down exterior with shop towels.

b. Check and tighten loose fasteners and adjust spring tensions as required.

c. Check and operate all release mechanisms to see that they are in proper working order.

d. Clean out all dust and dirt from inside of all control and/or electrical panels by using dry compressed nitrogen to blow out dust and foreign matters.

e. Operate equipment to check for proper operation.

8. Centrifugal and Screw Chiller

Monthly Service
CONTRACTOR shall perform the following services on a monthly basis:

a. Check and record all chiller water and/or condenser water temperatures and pressures, including but not limited to head pressure, oil pressure and system pressure; and check oil heater.

b. Check oil pump operation; service purge compressor and purge system.

c. Check for refrigerant and oil leakage; recharge system.

d. Adjust chilled water temperature setting for seasonal changes.

e. Check, adjust, and calibrate the oxygen and refrigerant monitor and alarm system.

f. Certify monthly performance of chiller operation and maintenance service. Correct and report all discrepancies.

g. Check purging controls. If purge pump activates frequently, check for leaks and report.

h. Check moisture indicating a sight glass and drain water accumulation. If excessive moisture is present and pump does not cycle, check for source of water leak.

i. Check oil level in cup on the control modulating motor and refill as required (Carrier).

j. Turn oil filter handle on sump cover, two (2) or three (3) revolutions (Trane).

k. Review daily operating log for abnormal conditions and report any discrepancies. Wipe down chiller and check operation of all gauges and indicating lamps.

l. Certify that equipment has received monthly service and submit written service report to CA.

Quarterly Service
CONTRACTOR shall perform the following services on a quarterly basis:

a. Check chiller response at various load conditions for proper operation and calibration of capacity control system.

b. Check safety and purge controls; record settings.

c. Certify performance of quarterly service and correct and report all discrepancies.

Semi-Annual Service
CONTRACTOR shall perform the following services on a semi-annual basis:

a. Remove heads of condenser and internally brush tubes at the same time cooling tower is cleaned; coordinate with WTC and POC.

b. Perform pressure test to detect refrigerant leaks.

c. Check condition of insulation; repair and/or reinsulate properly and immediately, including any time disturbing of insulation is required to make repairs, or upon discovery or notification.

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

e. Check, test, and adjust all safety controls, switches, loading and unloading of the chiller; record settings for each machine on tags and affix to machine.

f. Check and report any oil pump wear and oil leaks.

g. Check functioning of all control valves, gauges, thermometers. List defective items and submit written report to CA.

h. Clean purge drum, lubricate purge motor bearings, and adjust belt tension (Trane).

i. Clean and remove all dust and foreign matter in the chiller control panels with air or other safe means.

j. Test and adjust "make-up water" for chilled water system.

k. Lubricate vane linkage arms (Trane). DO NOT LUBRICATE VANE LINKAGE BELLOWS ASSEMBLY OR THE SHAFT OF THE PNEUMATIC VAN OPERATOR.

l. Check purge unit inlet drier cartridge and replace.

m. Check and record motor amperage for each chiller for twenty-four (24)-hour period. Adjust lead-lag controls for each chiller as directed by the POC. Adjust chiller control to obtain proper loading and cycling for optimum running.

n. Clean all rust spots and scratches and touch-up paint with matching color.

o. Certify that chiller has received semi-annual service and submit semi-annual maintenance report including recommendations for each chiller to the CA.

Annual Service

CONTRACTOR shall perform the following services on an annual basis:

Note: It is the CONTRACTOR's responsibility to keep chillers running at a high efficiency with minimum downtime for repairs. The CONTRACTOR shall repair the equipment as required based on oil and vibration analyses, purge counts, and other maintenance checks to ensure machinery is not operated to failure and proper, timely repairs are accomplished to prevent breakdown.

An annual service preventive maintenance schedule for all chillers shall be provided to the CA within thirty (30) days after full execution of this Contract. Annual services and inspection shall include, but is not limited to:

a. Oil Analysis: CONTRACTOR shall have chiller and purge compressor oil analyzed. This shall include a full spectrum analysis to be collected under Environmental Protection Agency (EPA) guidelines. The spectrochemical analysis shall test for wear and corrosion elements in the oil sample. This shall include, but not be limited to: iron, chromium, aluminum, lead, silicon, tin, and zinc. Reported results shall be in ppm. The Karl Fisher method shall determine the water content of the oil. The CONTRACTOR shall submit an annual written report to the CA within fourteen (14) days of the oil analysis receipt. The report shall include the CONTRACTOR's "expert" evaluation and recommendations for repairs if any are required; i.e., including but not limited to, seal replacements, overhauls, along with a cost proposal for repairs.

b. Vibration Analysis shall be conducted annually prior to the oil analysis and a baseline trend established, charted, and compared with the manufacturer's specifications. This trend chart shall be provided to the CA as part of the annual written report. CONTRACTOR shall make recommendations for repairs, if required, based on the results of analyses.

c. Annually brush one hundred percent (100%) of the condenser tubes. Remove heads of condenser and internally brush tubes at the same time cooling tower is cleaned; coordinate with WTC.

d. Inspect starters for proper operation.

e. Check, adjust, and calibrate all safety switches and alarms for proper operation. This shall include, but not be limited to:
   1) High-pressure cutoff;
   2) Low-pressure cutoff;
   3) Low oil pressure switch;
   4) Oil pump timers;

5) Flow switches;
6) Pump interlocks;
7) System monitor timers;
8) System freeze stats;
9) Vane closing switches; and
10) Oxygen and /or refrigerant monitor and alarm system.

f. Check operation of all operating controls, which includes but is not limited to:
   1) Temperature control stats;
   2) Motor load limit controls;
   3) Vane operation controls; and
   4) Variable frequency drive units (if applicable).

g. Check operation of chiller unit, which includes but is not limited to:
   1) Leak check compressor fittings and terminals;
   2) Leak check purge compressor (if applicable);
   3) Leak check oil pump and fittings;
   4) Leak check relief valves and rupture disk; and
   5) Service surge compressor and purge system.

h. Check operation of main starter, which includes but is not limited to:
   1) Examine contacts on all electrical connections;
   2) Verify overload and trip settings; and
   3) Test all electrical connections.

i. Make recommendation to clean and/or wash any air cooled coils including chemical solution as required.

j. The CONTRACTOR shall brush one hundred percent (100%) all the condenser tubes once every year and Eddy Current Test one hundred percent (100%) of the condenser tubes no less than one (1) time every five (5) years. The technician performing such tests must hold a current Level 2 certification from American Standard for Nondestructive Testing (ASNT) standard SNT-TC-1A. Proof of this certification shall be included with Offeror's proposal.

   The CONTRACTOR shall brush one hundred percent (100%) all the evaporator tubes at least once every five (5) years or as needed. For this Contract, CONTRACTOR shall brush all evaporator tubes within the first year of this Contract and shall brush them again if needed.

k. The standard requirement is to Eddy Current Test one hundred percent (100%) of the evaporator tubes no less than one time every five (5) years. For this Contract, the CONTRACTOR shall perform all eddy current testing within the first year of this Contract. Priority shall be based on the observed condition of the system (taken during the initial survey); for example, worst conditions shall be accomplished first. The technician performing such tests must hold a current Level 2 certification from American Standard for Nondestructive Testing (ASNT) standard SNT-TC-1A.

l. CONTRACTOR must brush tubes (condenser and evaporator) before each Eddy Current Test is performed. Priority shall be based on the observed condition of the system (taken during the initial survey); for example, worst conditions shall be accomplished first.

m. Megger Insulation Test on compressor motor. Megger chiller and oil pump motors, check relay contacts and electrical connections. Establish baselines for future comparisons. CONTRACTOR shall make recommendations as required.

n. Electronic leak test entire system and repair leaks.

o. Inspect starter panel and main contacts for pitting and burring. Clean contacts and/or repair as necessary. Torque all connections and clean starter.

p. Copy of annual inspection report (CONTRACTOR's form) shall be forwarded to CA for formal review.

q. Clean or back flush heat exchanger. CONTRACTOR shall also replace oil filter and oil return filter and/or driers (external and internal), CONTRACTOR shall make recommendation if oil change required; replace oil reclaim filter and/or strainer (when applicable); and replace refrigerant filter.

r. Replace coolant (After cleaning heat exchanger (Hxer)).

s. Replace or clean starter air filters if applicable.

t. Run through a regular purge cycle to ensure that all parts are operating within correct parameters. Operate purge unit to remove non-condensable gases, obtain vacuum, ensure unit operates properly, and check purge unit canister for depletion, replace as required.

9. <u>Screw-Type Chillers:</u>

<u>Monthly Service</u>
CONTRACTOR shall perform the following services on a monthly basis:

a. Check evaporator and condenser pressures at the gauges on the unit(s) and record the readings of each equipment. CONTRACTOR shall report and troubleshoot any discrepancy with recommendations of corrective action to the CA.

b. Inspect refrigerant filter.

c. Inspect oil filter pressure drop indicator. Replace oil filter as required.

d. Check oil level and refrigerant charge.

e. Clean all water strainers in both chilled and condensing water piping systems.

f. Check refrigerant temperature drop at full load.

<u>Semi-Annual Service</u>
CONTRACTOR shall perform the following services on a semi-annual basis:

a. Have a qualified laboratory perform a compressor oil analysis to determine moisture content acid level. CONTRACTOR shall report result and troubleshoot any discrepancy with recommendations of corrective action to the CA.

b. Tighten all electrical connections in the control panel and starter panel.

<u>Annual Service</u>
CONTRACTOR shall perform the following services on an annual basis:

a. Test vent piping of all relief valves for presence of refrigerant to detect improperly sealed valves. Replace as necessary.

b. Test the differential pressure switch setting.

c. Measure the compressor motor winding resistance to ground. A qualified service technician should conduct this check to ensure that the findings are properly interpreted. The CONTRACTOR shall submit report and troubleshoot any discrepancy with recommendations of corrective action to the CA. Overhaul or replacement of a compressor is not included in the scope of work and will be an additional cost item.

d. Check oil level and refrigerant charge.

e. Leak-test the chiller and check operating and safety controls and electrical components.

10. Cooling Towers and Evaporative Condensers

Monthly Service
CONTRACTOR shall perform the following services on a monthly basis:

a. Check and adjust water make-up float valve and bleed rate.

b. Check general condition of tower interior and water distribution pattern.

c. Check and lubricate motor and fan bearings.

d. Check all drives for wear; adjust belt tension. Replace belts or sheaves as required.

e. Remove foreign material from inside the tower, vacuum basin residue as required.

f. Check for leaks, patch, correct or repair immediately upon discovery or notification.

Semi-Annual Service
CONTRACTOR shall perform the following services on a semi-annual basis:

a. Drain, clean, and flush tower; coordinate with WTC and POC.

b. Clean condenser suction screen, drift eliminators, spray nozzles, vacuum basin residue.

c. Certify semi-annual cleaning of towers and correct and report any discrepancies to the CA.

11. Window and Ductless Split DX Air Conditioners (three and one half (3-1/2) Tons or Less)

Quarterly Service
CONTRACTOR shall perform the following services on a quarterly basis:

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

b. Clean, wash, or furnish and install new filter as required.

c. Check and clean condensate pan and flush drain lines.

d. Lubricate compressor and fan motor bearings.

e. Check system refrigerant charge.

f. Run and check units' operation and controls through complete cycle, record temperature and setting when compressor cuts in.

g. Certify performance of quarterly services, report and correct all discrepancies. Submit maintenance report in writing to the CA.

12. Valves and Condenser Water Lines, Equipment and Supports

a. The CONTRACTOR shall check and inspect all equipment shut-off valves by turning the valves on and off every three (3) months (quarterly) for proper operation and tightness.

b. Wire brush and remove rust from pipe, equipment and support surfaces, then prime and paint to prevent further rusting. Perform work immediately upon discovery of rust and/or corrosion or notification by the CA.

13. Cleaning of Mechanical Equipment Rooms or Enclosures

Monthly Service
CONTRACTOR shall perform the following services on a monthly basis:

a. Vacuum or wipe clean all equipment surfaces and all related appurtenance.

b. Vacuum clean or sweep complete floor and platform areas. DO NOT wet floor and platform area where there is no waterproofing.

c. Wet wash complete floor area with tap water where allowed. CAUTION: DO NOT splash water onto the electrical and mechanical equipment.

d. Remove all used, deteriorated, replaced, discarded parts and related debris.

e. Remove tall grass, brush, or other vegetation within outdoor enclosures, which affects operation or maintenance of equipment.

f. Notify the CA and/or POC of any dangerous conditions, improper storage of furniture, materials and supplies which impacts CONTRACTOR's work within rooms and enclosures, including vandalism.

14. Changes in Equipment Listed

For any of the following conditions, CONTRACTOR shall proceed as follows:

a. New Equipment:

If new equipment is installed, the CA shall notify the CONTRACTOR of such and the CONTRACTOR shall participate in the pre-final and final contract inspections and assist the STATE in identifying any discrepancies which need to be corrected by the installation CONTRACTOR. The CONTRACTOR shall also provide a cost proposal for the recurring maintenance as described herein, of such equipment. The additional equipment shall be priced based on the same or comparable equipment from the equipment unit price in Exhibit B - Equipment Schedule and Price Breakdown.

b. Replacement Equipment:

If STATE replaces existing inventoried equipment with equipment similar in size and operation, the existing equipment shall be suspended from the Contract and the CONTRACTOR shall not invoice for this equipment. The CONTRACTOR shall provide services for the replacement equipment at the same price as the suspended equipment after suspension is lifted.

If replaced equipment is significantly different, the CONTRACTOR shall provide a cost proposal of the new equipment to the CA for approval. In this case, a contract modification shall be made to delete the replaced equipment and add the new equipment into the Contract for services. The price for the deleted equipment shall be based from the equipment price breakdown and the price for the new equipment shall be based on the unit price of a comparable equipment in the Contract.

The CONTRACTOR shall participate in the pre-final and final contract inspections and assist the STATE in identifying any discrepancies which need to be corrected by the installation CONTRACTOR if directed by the CA.

c. Equipment Not Listed:

If HVAC equipment not listed on the inventory is found at the schools by the CONTRACTOR, the CONTRACTOR shall notify the CA within fourteen (14) days of discovery. The CONTRACTOR shall also conduct and complete a physical survey, inspection, and assessment of all such equipment and update the inventory as required. The CONTRACTOR shall also provide a cost proposal for the recurring maintenance as described herein, of such equipment.

d. Deleted Equipment:

Where maintenance of HVAC equipment is no longer required (such as school closure), the CONTRACTOR shall submit a cost reduction proposal based from the equipment unit price (Exhibit B) to the CA. The CA shall provide final approval for the cost reduction. A contract modification shall be issued to reduce the Contract price.

B. WATER TREATMENT SERVICE OF AIR CONDITIONING SYSTEMS

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

A one (1) chemical-combined type – system is NOT allowed. Two (2) or more chemical type system, such as a biocide and scale and/or corrosion inhibitor – is required and shall be provided by the WTC.

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

1. General Requirements for Water Treatment Service:

a. CONTRACTOR may subcontract for the services of a WTC who shall have a minimum of five (5) years WTS experience in Hawaii and who shall provide all necessary equipment, chemicals, and services required to control corrosion, scale, and biological growth in the following systems:

1) cooling towers, evaporative condensers;

2) condenser water (open or closed loop), and
3) chilled water.

b. A minimum of ten percent (10%) of the estimated annual usage of chemicals specified herein must be delivered to the service sites within one (1) week of the start date of this Contract. Each package of chemicals delivered shall be labeled with directions for usage per the approved dosage for each chemical.

c. CONTRACTOR shall submit the appropriate MSDS for all chemicals to the STATE within the initial delivery.

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

e. The WTC shall warrant that the chemicals used in the water treatment program and offered herein will not: endanger the health or safety of persons coming into contact with the materials, damage personal or real property, have a detrimental effect on the metallic or non-metallic materials in the equipment being treated; as long as the WTC instructions are followed.

f. The chemical containers and equipment shall be located <u>within</u> a leak containment system. The WTC shall have and provide an absorbent and/or clean-up system or program that shall be available at each site, and be submitted and approved by the CA prior to start date of this Contract (<u>if none</u> is currently provided).

g. All material and equipment that is found to be missing shall be provided by the WTC at each site as required for the execution of this work and shall become the property of the STATE. <u>Therefore, any costs for the materials and equipment used must be included in the bid price as submitted</u>. The WTC shall submit an updated list of all equipment and parts included in the Water Treatment System to the STATE once a year at the end of the Contract period, including name, model number, serial number, description, et cetera.

h. The WTC shall provide any and all testing (including, but not limited to Legionella, et cetera) as may be required to safeguard and protect the STATE should suspect conditions, allegations, or complaints be experienced or as requested at no additional cost to the STATE.

i. On a monthly basis, log and date maintenance service actions on a maintenance service report form linked to the recurring maintenance database. The service report form shall also include monthly water analysis, equipment maintenance and repair accomplished, chemical feed set points and adjustments made, annotate amount of each chemical used and on hand.

2. Minimum Requirements of the Treatment Program:

a. <u>Scale and Corrosion Control</u>

1) Scale and corrosion shall be inhibited by the controlled use of scale and corrosion prevention materials as herein noted.

i. The use of essentially toxic and staining corrosion inhibitors such as chromate will not be permitted. The chilled water system is a closed system and can use nitrite solutions.
ii. Inhibitors such as the organic phosphorous type shall be used for steel.
iii. Inhibitors such as azole type shall be used for copper.

iv. The WTC selected corrosion inhibitors shall have been proven effective by at least two (2) years' usage in the State of Hawaii.
v. The WTC selected scale inhibitors shall have been proven effective by at least two (2) years' usage in the State of Hawaii.

vi. Poly-phosphates are not considered effective corrosion inhibitors and shall not be permitted.

2) An automatic feed system is generally installed at the service site for the WTC's use; however, the WTC must verify this information and shall furnish and install in whole or part that which is missing from the system as currently installed at the site.

i. The system shall include a completely automatic proportional pump(s) feed and the bleed-off shall be in direct proportion to equipment load indicated by the makeup water (condenser water).
ii. Control shall be by means of a solid state conductivity meter, controller, and a flow through probe sensor (condenser water).
iii. The controller is to be programmed to bleed-off the system and to regulate a preset (adjustable) solution inhibitor feed pump (condenser water).
iv. A biocide timer to regulate a preset (adjustable) solution biocide feed pump (condenser water).
v. Closed system valved bypass Pot feeder (chilled water).
Note: Not all sites have Pot feeder, nor is the CONTRACTOR required to supply it for the Contract. WTC shall use their own injection pump to install chemicals when required and/or requested to maintain residual.

3) The water treatment must constantly prevent the build-up of adherent mineral deposits on the heat transfer surfaces of the equipment being treated. Periodic circulation of inhibited descaling acids and/or alkaline will not be considered as meeting these specifications.

4) Certified corrosion test coupon rack kit with test coupons to establish corrosion rates in the condenser water system may not be currently installed at all service sites; therefore, the WTC shall install a test system at each missing site within one (1) week of the start date of this Contract. Test system shall include, but not be limited to, strainer, isolation and Dole valves, piping kit, and test coupons all wall mounted adjacent to the controller, pumps, etcetera on a removable, painted all sides, three-fourth (3/4) inch thick marine plywood backboard. Prior to installation, the WTC must submit to the STATE for approval, the proposed test system installation plan layout or schematic piping diagram. Corrosion rates shall be less than two (2) mils per year for copper and four (4) mils per year for steel - both with no pitting. The WTC shall perform an International Organization for Standardization (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 STATE within one (1) month of coupon replacements. Make adjustments to the water treatment program as required by findings and submit reports within one (1) month of coupon replacements. Reports shall qualify the type of corrosion occurring - general, localized, or pitting; and quantify (in mils) the maximum localized or pit depth and general corrosion loss rate.

b. Biological Growth Control

1) Bacteria, algae, and slime growths shall be prevented in all water circuits by using suitable biocides. Total colonies shall not exceed 10,000 using forty-eight (48)

hour incubation dip slides of the easicult variety.

2) 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.

3) Stabilized bromine oxidizing biocides shall be used, but shall not include metallic salts, such as tin. A sufficient halogen residual shall be maintained to prevent Legionella. Quaternaries may be used, but **only** with oxidizing biocides.

c. Chemicals

1) All chemicals shall be supplied in their original factory containers and no dilution of chemicals is allowed. Handling of chemicals shall be by the WTC and shall include specific application information, safety, and quality control information, including MSDS sheets.

2) The chemicals provided must meet Occupational Safety and Health Act (OSHA), EPA, Environmental Review Program (ERP) (formerly OEQC), and ISO-9000 requirements for safety to personnel and the environment, and must be approved by the STATE.

3) All chemicals supplied shall have been registered and in satisfactory use in the State of Hawaii for at least two (2) years. Offeror may be required to provide evidence of satisfactory performance of the chemicals offered. The STATE shall be the sole judge of such satisfaction and the STATE's decision shall be final.

4) Chemicals other than those presently being used in the water treatment program, hereinafter referred as "new chemicals," shall be compatible with the existing chemicals, scale, and corrosion inhibitor and broad spectrum bacteriostat.

i. Verification by an independent testing laboratory for the compatibility of the new chemicals shall be submitted prior to introducing the new chemicals into the system.
ii. This verification is required for all chemicals not presently being used in the treatment program.
iii. Should the new chemicals be determined to be incompatible with the chemicals presently in use, the WTC shall be responsible for flushing the system to remove all chemicals before the new chemicals are introduced into the system. Any damages to the system resulting from the failure of the WTC to satisfactorily flush the system shall be repaired by the WTC at their expense and at no cost to the STATE.

5) The STATE will require the WTC to use the STATE's existing on-site stock of chemicals before purchasing additional chemicals. If the WTC CONTRACTOR chooses to not use the existing chemicals they should inform the CA in writing and will be responsible to legally dispose of any unused or stored WTC chemicals within ninety (90) days. If degraded or unusable chemicals are identified at the work site, the CONTRACTOR is responsible to work with the CA to arrange proper disposal of the chemicals.

3. Water Treatment Service Requirements:

a. Within one (1) week of the start date of this Contract, the representative designated by the WTC shall visit the service sites within sixty (60) days to make an initial detailed

chilled, condenser and raw water analysis to establish the prescribed treatment program.

1) The initial service call shall include establishment of treatment dosages, bleed schedules, and interval to replenish chemicals for automatic feed systems.

2) The WTC shall submit a report on the results of the initial water analysis and the prescribed water treatment program for each site including findings and recommendations. These reports shall be submitted to the CA within three (3) working days following the service call to each site.

3) The WTC shall also submit supplemental monthly, semi-annual and other supplemental reports as required and shall initiate and document any changes required in the initial prescribed water treatment program to the CA.

b. The designated representative of the WTC shall make service calls and water analysis and/or testing at intervals of a maximum of thirty (30) calendar days for condenser water and one hundred eighty (180) calendar days for chilled water, or sooner if required or notified of concern. WTC shall notify CA **prior** to conducting the service and **upon completion** of the service and/or testing.

1) The representative shall make initial application of each material and shall continuously furnish specific treatment of the water as required.

2) The representative shall also investigate any unusual conditions pertaining to scale deposition as indicated by condenser operating data, corrosion, and algae growths, and implement corrective action, as required.

3) The WTC shall submit the results of the water analysis and the prescribed water treatment including findings and recommendations and service requirements performed in a report. This report shall be submitted to the CA and/or POC within three (3) working days following the service call.

c. The WTC shall be totally responsible for a continuous water treatment program.

1) The WTC shall be available on-site during the performance of the cooling tower and condenser tube cleaning services and coordinate the inspection with the CONTRACTOR and the STATE. Only one (1) chiller per site can be down at any time.

2) The WTC shall coordinate with other air conditioning maintenance contractors maintaining a common building system to accomplish a total air conditioning system maintenance program.

3) The WTC shall be totally responsible for the water treatment equipment and shall keep it functioning at its optimum through proper maintenance, repair, or replacement of equipment as required including piping and electrical.

d. Cooling Tower, Evaporative Condenser, and Condenser Water (open loop) Chemical Feed System shall be serviced **monthly** as follows:

1) Check chemical feed pumps for proper operation and/or adjust if needed.

2) Check condition of chemical drums and containment system for leaks and repair and/or replace and refill as required.

3) Check operations of automatic chemical controller system, sensor and piping for proper operation. Check for leaks and repair.

4) Calibrate chemical feed as required by water analysis from test results. Indicate amount of each chemical used at each site and remaining amount.

5) Log water meter readings for makeup and bleed at sites where available. Remove empty chemical containers and clean area.

6) Certify that system has received monthly services and report all discrepancies, adjustments, repairs or corrections performed to the CA.

e. Chilled Water and Condenser Water (closed loop) Chemical Feed System shall be serviced semi-annually in April and October as follows:

1) Check chemical concentration and add chemicals as needed to keep the residual concentration in the eight hundred to one thousand (800 to 1000) ppm. Should recharging be required, it shall be performed within one (1) week from discovery or notification along with a new report to be submitted immediately. Should a proven underground leak be determined, the WTC shall maintain the residual required through periodic PO (authorized reimbursable work).

2) Certify that system has received semi-annual service and report residual concentration and the amount of chemical used at each site and remaining amount to the CA.

f. The WTC shall maintain a "service log" at each chiller room for recording the following information for each visit, also include in submitted regular service reports and recheck service reports, including but not limited to:

1) Name of service representative and date of service.

2) Items serviced, adjusted, repaired.

3) Record set points and recommended ranges including make-up and bleed water meter readings at locations where available, and quantities of each chemical used and remaining.

4) Record and analyze readings of raw and systems water samples to include but not be limited to: potential of hydrogen (pH), conductivity (micro-mho), silica, alkalinity, calcium hardness, magnesium, chlorides, bio-organism counts, halogen levels and nitrite residuals.

g. All work done and all material furnished shall be subject to inspection and approval of the CA so as to ascertain that the services rendered are in accordance with the requirements and intentions of the Specifications, Special Conditions, and the General Conditions.

4. Penalties:

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

a. The WTC shall clean the systems at no cost to the STATE within thirty (30) days of discovery of the WTC's failure to meet minimum service requirements.

b. If the bacterial population in the condenser water exceeds 10,000 colonies, the WTC shall take immediate corrective action to reduce the population below 10,000 colonies.

c. If algae growth in the cooling towers is judged to be out of control by the STATE, the WTC shall take immediate corrective action without the use of oxidizing biocides.

d. If the WTC fails to correct any condition which does not meet the minimum service requirements indicated above, the STATE shall have the option to require the CONTRACTOR to replace the WTC.

e. Should a chemical cleaning of the chiller tubes become necessary, the WTC shall perform the chemical cleaning and include the re-brushing of the chiller tubes all at no additional cost to the STATE.

f. Should corrosion damage to any part of the system occur due to the use of oxidizing biocides, halogen levels exceeding 0.5ppm, the WTC shall be required to repair or correct the damages.

C. ENERGY MONITORING AND CONTROL SYSTEMS

The CONTRACTOR shall perform maintenance and repair services for the Energy Monitoring and Control Systems (EMCS). EMCS service shall be performed in accordance with, but not limited to, the Energy Monitoring and Control Systems Specifications of this bid as a minimum. The CONTRACTOR may subcontract for the services of independent companies that specialize in performing maintenance and repair service of Energy Monitoring and Control Systems for Air Conditioning systems.

1. General Requirements and Qualifications:

The Energy Monitoring and Control Systems Contractor (EMCSC) shall have installed at the indicated locations, the same type of system from the manufacturer that they represent, sell, and maintain, in order to be eligible and qualify for these maintenance and repair services and for those systems only. They are not allowed to perform services to other manufacturer's systems.

2. Description of Work:

The EMCSC shall perform quarterly, in September, December, March, and June on normal working days (Monday through Friday) or as coordinated by the POC, on-site services (excludes all parts), that shall include but not be limited to:

a. Backup of system software program database and graphics. EMCSC shall provide their own tools and backup media.
b. Minor system software program modifications per STATE request.
c. Review system operations and verify proper performance.
d. Review alarms and event logs, clear and/or correct alarms or events.
e. Recalibrate obviously erroneous data points (not to exceed ten (10) per each service).
f. Review and/or provide additional customer training if needed.
g. Provide latest updated versions of the EMCS system software at no additional cost to the STATE - that does not include up-grade of the school's and/or state building's computer.

3. Emergency Service and Authorized Extra Work:

The EMCSC shall be available for remote emergency assistance (via customer provided phone line). All parts and/or labor required to repair and/or replace proprietary field devices and equipment to the EMCS System shall be chargeable to the STATE on a time and material basis. Parts that are generic and are not proprietary to the EMCS System, such as valves, sensors, relays, et cetera shall be covered by the CONTRACTOR. Should additional work not covered by the quarterly service be required, that work shall be provided by the EMCSC, but on a time and material basis. All parts and/or labor required to repair and/or replace proprietary field devices and equipment to the EMCS System shall be chargeable to the STATE on a time and material basis. The labor rate for the time and material basis is the hourly rate which shall be provided by the CONTRACTOR, as listed herein, for its employees which include applicable fringe benefits, mileage, travel, and tax costs. The EMCSC's material cost mark-up shall not exceed twenty percent (20%), which shall include shipping, overhead, profit, taxes, and any other incidental expense. If a subcontractor service is required, the EMCSC's mark-up shall be limited to ten percent (10%), which shall include all the above mentioned expenses. The EMCSC shall substantiate all costs by submitting a copy of their certified (signed) service reports with hours of work performed and parts, material or subcontractor invoices with their invoice to the STATE for payment.

The EMCSC shall notify the STATE in writing when parts are not readily available to accomplish the repairs. The STATE reserves the right to have the parts sent by air freight at the expense of the STATE.

When "chargeable" emergency services or authorized extra work are necessary, the EMCSC shall promptly provide (via fax, telephone, email, or other means available means) the CA within twenty-four (24) hours of the notification of the emergency trouble call, with an estimated cost and shall receive advance approval from them prior to performing any such work over three (3) hours labor or three hundred dollars ($300.00) total cost.

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

a. Description and breakdown of material, parts, and labor costs.
b. Extra costs such as air freight (if applicable).
c. Anticipated completion date.

EMCSC shall bill such "chargeable" emergency services or authorized extra work by the CA separately from the Contract price. Unless the EMCSC is given a separate PO authorizing them to make such repairs, the STATE shall not be held responsible for payment of any such work performed by the EMCSC.

Should the STATE request that work be performed after normal working hours indicated hereinbefore, the STATE will pay the EMCSC for their labor at one and one-half (1-1/2) the hourly rate listed herein.

D. CHILLER EDDY CURRENT TESTING

The CONTRACTOR shall perform a one (1)-time eddy current inspection testing (ECT) on multiple centrifugal and screw chillers located at various school building sites as listed herein, during the initial twelve (12)-month Contract period as part of this maintenance Contract at no additional cost to the STATE. ECT shall be performed in accordance with the American Society for Non-destructive Testing-Recommended Practices SNT-TC-1A and include, but not be limited to, the Eddy Current Testing Specifications listed herein as a minimum.

The CONTRACTOR shall submit a chiller testing schedule for STATE and school approval and coordination not less than one (1) month prior to start of testing. During regular working hours (Monday through Friday, 7:45 A.M. to 4:30 P.M. (HST), sites with multiple chillers may have only one (1) unit out of service at a time. All chillers shall be tested at the same time, one-after-the-other, within a one (1)-week period or sooner if possible.

The CONTRACTOR may subcontract for the services of an independent agency that specializes in performing ETC of installed heat exchanger tubing. The Eddy Current Testing Contractor (ECTC) shall perform ECT on multiple centrifugal and screw chillers located at various school and State building sites as listed in Exhibit B. A formal test report shall be provided for each chiller at each site tested.

1. General Requirements and Qualifications:

The CONTRACTOR shall prepare the chiller machine(s) tubing for ECT by removing insulation and one (1) shell head of each evaporator and condenser section and brushing tubes if necessary. Upon testing completion, the CONTRACTOR shall properly and completely reinsulate the removed section of chiller insulation. Provide adequate scaffolding and access for the ECTC.

The ECTC personnel conducting the testing shall be an individual currently certified within the last five (5) years as a Level II or III examiner in ECT by a current National American Society for Non-destructive Testing (ASNT) Certified Level III Examiner and in accordance with the ASNT Recommended Practices SNT-TC-1A, latest edition. The examiner shall be currently full-time employed in the performance of ECT with a minimum of ten (10) years ECT experience at the time of offer. The ECTC personnel shall have a minimum of 1500 hours documented experience in conducting eddy current examinations of installed chiller tubing including finned, skipfin and prime surface tubing of various alloys such as copper (Cu), copper-nickel (CuNi) and Admiralty Brass. The required 1500 hours testing shall have been obtained under the direct supervision of an ASNT Certified Level III Examiner, who has over 3000 hours of testing experience. The Examiner's National Examination Level II or III ASNT certificate number(s) shall be submitted along with the ECTC Company's Level III certification as outlined in the aforementioned SNT-TC-1A within fourteen (14) days after the execution of the Contract.

2. Testing Requirements:

Skip Fin or Continuous Finned Tubing Requirements: A multi-frequency technique utilizing (as a minimum) two (2) separate but simultaneous inspection channels shall be used to test the entire length of each tube in the following manner:

a. The specified American Society of Mechanical Engineers (ASME) calibration standard shall also contain a non-finned "land area" section with a support wear defect of from 0.005 inches to 0.010 inches depth. A simulated support plate of similar material and thickness of the support plate in the refrigeration machine shall be placed over the wear area during calibration.

b. Channel 1 - Differential mode in accordance with section V, Article 8, Appendix 1 of the ASME Boiler and Pressure Vessel Code, latest Edition.

c. Channel 2 - Absolute mode capable of:

1) Detecting tube wear under the support in excess of ten percent (10%) of land area tube wall thickness with an accuracy of plus or minus twenty-five percent (+/- 25%) when wear is twenty percent (20%) or greater of land area tube wall thickness.

2) Detecting bulges or diametrical changes greater than one percent of tube ID with an accuracy of plus or minus twenty-five percent (+/- 25%) of indication.

3) Detecting variation in tube thickness greater than 0.002 inches.

Prime Surface Requirements: A multi-frequency technique shall be used to test the entire length of each tube in the following manner:

a. Channel 1 - Differential mode in accordance with section V, Article 8, Appendix 1 of the ASME Boiler and Pressure Vessel Code, latest Edition.

b. Channel 2 - Absolute mode in accordance with section V, Article 8, Appendix 1 of the ASME Boiler and Pressure Vessel Code, latest Edition.

c. Channel 3 - A "mixed" differential mode adjusted to effectively reduce the effect of support plate signals thereby providing the capability to detect and measure defects occurring under or adjacent to the support plates with the accuracy's specified in paragraph 3 "Channel 2- Absolute mode capable of :"

3. Reporting Requirements:

Except than for bulges, shallow defect indications less than twenty percent (20%) in depth of the tube wall thickness are not required to be specifically reported. However, if numerous shallow defect signals are detected, their presence should be reported as a general comment. During the examination, the STATE and CONTRACTOR shall be notified of any tubes with restrictions which prevent eddy current testing in order for the tube to be cleared for testing. The ECTC shall analyze test data for defects while performing the inspection and before leaving the jobsite shall furnish the STATE with quantitative summary of the test findings, including but not limited to, number of tubes with minor defects, severe defects, as shown in the following examples:

Examples

a. Sixteen (16) tubes with ID defects from twenty percent (20%) to forty percent (40%) in depth of tube wall thickness.
b. Two (2) tubes with ID defects forty percent (40%) or greater in depth of tube wall thickness.
c. Four (4) tubes with support wear less than ten percent (10%) in depth of tube wall thickness.
d. Two (2) tubes with bulge greater than five percent (5%) of nominal tube ID.

One (1) end of each tube containing defects, which are forty percent (40%) or more of tube wall thickness in depth, shall be marked (painted) to ensure positive identification. Additionally, tubes with bulges in excess of ten percent (10%) of tube ID or support wear in excess of twenty percent (20%) of tube wall thickness, as well as other tubes suspected of possibly failing in service, shall be similarly marked.

Formal test reports shall be provided within two (2) weeks of completion of testing and shall include as a minimum:

a. Diameter and type of inspection probes;
b. Test equipment used;
c. Standard(s) design and calibration;
d. Test data summary (voltage and phase angle readings) of tubes with significant defect indications;
e. Statistical summary of defect indications including but not limited to, percentage of tubes with support wear, and percentage of tubes with ID defects;

f. Readily readable photographs or drawings of tubesheets (scaled for not less than fifteen (15) tubes per linear inch) showing tube identification system, location of defects and type of defects;
g. Recommendations and/or comments concerning tubing condition, tube replacement, tube removal for metallurgical evaluation, and future frequency of testing;
h. Quality color borescopic photographs, made perpendicular to the tube wall, of typical or pertinent ID defects or the use of a remote video borescope coupled to a TV monitor that is capable of examining the entire length of each tube in question and record on a color video cassette. These shall provide permanent recording of the ID tube defects and shall become the property of the STATE upon completion; and
i. Be reviewed and approved by the ASNT certified Level III individual whose certification number shall be included.

IV. REPORT REQUIREMENTS

A. The CONTRACTOR shall submit in writing to the CA, within seven (7) days of issuance of the Notice to Proceed, a proposed recurring maintenance schedule (must include milestones for annual, semi-annual, and quarterly frequencies showing important services such as tube or coil cleaning and/or brushing, UVC lamp replacement, Eddy Current testing, and cooling tower and chemical treatment services) by school and State building, and proposed scheduled date in sufficient detail to show its adequacy in carrying out the terms of this Contract.

B. Upon issuance of the Notice to Proceed, the CONTRACTOR shall submit in writing to the CA a current list of assigned service technicians with their qualification (with a copy of the certification of the technicians) and their vehicle license number for approval by the CA.

C. Service Reports

1. The CONTRACTOR shall submit within seven (7) days of issuance of the Notice to Proceed, a sample service report form to be used for troubleshooting and repairs for approval by the CA or appointed representative.

2. Whether for recurring maintenance, troubleshooting, or repairs, a service report shall be created for each and every service for the school or State public building, including recurring maintenance, troubleshooting, and repair services.

3. The service report forms shall be subject for approval prior to use and shall be properly completed at the time of the service.

4. The service report shall include: day and date, start time, completion time, service performed, service person, Maximo WO number (for Trouble Calls), building letter, room number, equipment ID, and shall be certified (signed) by a representative of the school or State building that the work is completed that day.

5. The CONTRACTOR shall provide a copy of the signed service report to the school or State building by providing a binder, which shall be labelled as “HVAC Service Reports” to keep all the copies of the service reports.

6. The CONTRACTOR shall inform the school or State building’s administrative office personnel of the purpose of the binder and the school and State building shall ensure that the binder is readily available to the CONTRACTOR’s service technician(s) during school or building hours.

7. It shall be the CONTRACTOR's responsibility to maintain the binder and ensure it is complete and available for inspection at the school and State building sites.

D. Recurring Maintenance Checklist

1. For recurring maintenance, the sample forms shown in Exhibit D, E, F and G; "Recurring Maintenance Checklist" shall be used and submitted along with the service report. The STATE reserves the right to provide the CONTRACTOR with a pre-printed or electronic PDF version maintenance worksheet to be completed by the CONTRACTOR when the STATE deems necessary.

2. All items in the checklist shall be completed by the CONTRACTOR for payment to be approved and processed.

E. Maintenance Log Book

1. The CONTRACTOR shall provide and maintain a "maintenance log book" (log book) in the school and State building's administrative office at all times.

2. The purpose of this log book is to keep track of the CONTRACTOR's time and service on site; for example, sign-in and sign-out times.

3. The CONTRACTOR shall inform the school and State building's administrative office personnel of the purpose of this log book and the site shall ensure that the log book is readily available to the CONTRACTOR's service technician(s) during school or building hours.

F. Updated Inventory List and Replacement List

1. The CONTRACTOR shall submit the recommended air conditioning unit replacement list to the CA every year in October. The air conditioning unit replacement list shall include the air conditioning information, such as the location, model number, serial number, manufacturer, installed date and age, condition, and expecting replacement period.

2. The CONTRACTOR shall submit an annual updated (equipment information such as make, model, and serial number) inventory of all equipment during the contract period or upon the request from the CA or authorized representative. Payments may be withheld pending compliance by the CONTRACTOR to this requirement.

G. The CONTRACTOR shall submit to STATE an emailed report to the CA on the status of all outstanding trouble calls or repairs once a week. The report shall be comprehensive and shall contain all information that will clearly show the status of each trouble call or repair work. Information contained in the report shall include but not limited to the following: work order information (number, dispatched or received date), equipment information (ID or location), important dates (service or schedule date, completion or estimated completion date), parts and materials, ETA, description of issue or work to be done or completed. The monthly invoice shall not be processed unless this weekly report is received by the STATE.

V. WORK SCHEDULE

A. Maintenance Service

The CONTRACTOR shall perform total coverage maintenance and repair services to air conditioning and heat-ventilating systems in the various schools and State public buildings as listed herein, including any other equipment not listed but which are permanently part of the existing systems and not newly installed, all in accordance with the best commercial practices and as required to provide assurance of safety and operational reliability.

Within seven (7) days after the issuance of the Notice to Proceed, the CONTRACTOR shall submit in writing to the CA, a proposed schedule of inspection, preventative maintenance, a maintenance checklist, and a maintenance record system, all in sufficient detail to show its adequacy in carrying out the terms of this Contract.

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

All maintenance service described herein shall be performed between the hours of 7:30 A.M. to 4:00 P.M. Hawaii Standard Time (HST) on normal working days, Monday through Friday, excluding State of Hawaii holidays unless otherwise requested by the STATE.

1. **Monthly** maintenance services shall be performed not less than three (3) weeks and no more than five (5) weeks from the last service period. The monthly service reports shall be certified by a representative of the school and/or State public building.

2. **Quarterly** maintenance services shall be performed in March, June, September and December on normal working days (Monday through Friday) or as coordinated by the CA and/or POC. Quarterly maintenance reports shall be certified by a representative of the school and/or State public building.

3. **Semi-Annual** maintenance services shall be performed in April and October on normal working days (Monday through Friday) or as coordinated by the CA and/or POC. Semi-Annual service reports shall be certified by a representative of the school and/or State public building.

4. **Annual** maintenance services shall be performed in November on normal working days (Monday through Friday) or as coordinated by the CA and/or POC. Annual service reports shall be certified by a representative of the school and/or State public building.

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

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

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

Falsification of records shall constitute a breach of this Contract.

VI. REGULAR TROUBLE CALLS AND EMERGENCY TROUBLE CALLS

There are two (2) types of trouble calls, regular trouble calls and emergency trouble calls. The STATE reserves the right to determine if a trouble call is regular or emergency.

A. Regular Trouble Calls

1. Trouble calls that are not emergency calls as defined above are considered regular trouble calls. The CONTRACTOR will be notified if the trouble call is an emergency by the STATE dispatches.

2. For regular trouble calls, the CONTRACTOR shall respond and complete the repair work within three (3) working days.

B. Emergency Trouble Calls

1. Emergency trouble calls are defined as equipment and/or operating conditions that must be fixed immediately due to:

    a. equipment operating conditions posing imminent or immediate danger to STATE personnel,
    b. equipment operating conditions posing imminent or immediate damage to real property, and
    c. HVAC equipment required to be operational at the discretion of the CA.

2. The CONTRACTOR shall respond within four (4) hours after the notification and the emergency condition shall be mitigated within the day of the call.

C. Regular Trouble Call and Emergency Trouble Call Work Order Procedures

1. School and/or State building tenants informs the CA and/or POC, via fax, phone, email, or other means available to report air conditioning and heat ventilating problem. School shall also submit a WO through the Hawaii State Department of Education's automated Maximo system. State public building tenants shall also submit a WO request to the CA and/or POC.

    a. The CONTRACTOR shall NOT respond to trouble calls directly from school and/or State building tenants. If the school calls the CONTRACTOR directly, the CONTRACTOR shall inform schools to submit a Maximo WO. The CONTRACTOR shall inform State building tenants to contact the CA and/or POC.

2. POC shall notify the CONTRACTOR of problem and provides the CONTRACTOR with the assigned WO number for reference.

3. Within twenty-four (24) hours of notification of an emergency trouble call, or forty-eight (48) hours of a regular trouble call, the CONTRACTOR shall email and report to the STATE a status report for the emergency or regular trouble call, referencing the applicable WO number.

4. The report and cost proposal shall contain the following information:

    a. Description and breakdown of materials, parts, and labor costs (labor cost shall be based on the Hourly Labor Rate on the applicable Offer pages).
    b. Extra costs such as freight, as applicable; and
    c. Anticipated completion date.
    d. If the total cost for the repair is less than one thousand dollars ($1,000), the CONTRACTOR shall promptly notify the CA, as the minor repair work may be approved by the CA without requiring a written cost proposal.

5. The CONTRACTOR shall not proceed with extra work unless approved by the CA. The STATE will not be held responsible for payment of any work that is not approved by the CA.

6. The CONTRACTOR shall invoice all approved trouble services and repairs separately and shall not include the cost for trouble services and repairs in the monthly service Contract invoice.

7. If repair is not completed, the CONTRACTOR shall inform the CA and/or POC of the problem or cause of delay and provide an estimated completion date.

8. The CONTRACTOR shall submit an emailed report on the status of all trouble calls once a month.

9. For all outstanding trouble calls, the CONTRACTOR shall provide an explanation and estimated completion date.

10. CA and/or POC shall inform school and/or State building of pending actions through WO updates.

11. For needed repairs identified during maintenance services, the CONTRACTOR shall report the findings to the CA and/or POC pursuant to Section III, Report Requirements, and shall not commence any repair work without prior written authorization from the CA.

D. Regular Trouble Calls and Emergency Trouble Calls Work Schedule

The STATE reserves the right to have maintenance or repair tasks to be performed on the weekends or after normal operating hours and whenever the STATE exercises this right, compensation to the CONTRACTOR shall be based on one and one-half (1-1/2) the Hourly Labor Rate provided by the CONTRACTOR on the applicable Offer Page. This Hourly Labor Rate is all-inclusive, but not limited to, fringe benefits, mileage, travel, and tax costs. The CONTRACTOR shall be responsible for all other costs as if the work was performed during normal working hours.

VII. EMERGENCY SERVICE AND AUTHORIZED EXTRA WORK

When emergency services are necessary, including emergency CA ordered troubleshooting and repairs for Heat Abatement AC Units, the CONTRACTOR shall promptly provide the CA with a written cost proposal within twenty-four (24) hours from the notification for emergency services. If the cost for emergency service and repair is less than three hundred dollars ($300.00) (minor repair work), the CONTRACTOR shall promptly notify the CA as this minor repair work might receive CA approval without a written cost proposal. The CONTRACTOR shall not proceed with emergency services or repairs unless approved by the CA. The STATE will not be held responsible for payment of any work that is NOT approved by the CA. The CONTRACTOR shall invoice all approved emergency services and repairs separately and shall NOT include the cost for emergency services and repairs in the monthly service Contract invoice.

When authorized extra work is requested by the CA, including CA ordered troubleshooting and repairs for Heat Abatement AC Units, the CONTRACTOR shall promptly provide the CA with a written cost proposal within forty-eight (48) hours from the notification for extra work. The CONTRACTOR shall NOT proceed with any extra work unless approved by the CA. The STATE will not be held responsible for payment of work that is NOT approved by the CA. The CONTRACTOR shall invoice all authorized extra work separately and shall NOT include the cost for authorized extra work in the monthly service Contract invoice.

For troubleshooting and repairs of STATE Heat Abatement AC's listed on Exhibit B, the CONTRACTOR is allowed to charge the STATE on a time and material basis. For Heat Abatement AC's, the labor rate for the time and material basis is the Hourly Labor Rate which shall be provided by the CONTRACTOR on the applicable Offer Pages, for its employees which include applicable fringe benefits, mileage, travel, and tax costs. The Heat Abatement AC's material cost mark-up shall not exceed twenty percent (20%), which shall include shipping, overhead, profit, taxes, and any other incidental expense. If a subcontractor service is required, the CONTRACTOR's mark-up shall be limited to ten percent (10%), which shall include all the above-mentioned expenses. The CONTRACTOR shall substantiate all costs by submitting a copy of their certified (signed) service reports with hours of work performed and parts, material or subcontractor invoices with their invoice to the STATE for payment.

Written cost proposals for extra work shall contain the following information:

1. Description and breakdown of materials, parts and labor costs (labor cost shall be based on the Hourly Labor Rate on the applicable Offer Pages).
2. Extra costs such as freight or refrigerant, if applicable.
3. Anticipated completion date.

The CONTRACTOR shall bill such "chargeable" emergency services or authorized extra work, including CA ordered troubleshooting and repairs for the newly installed Heat Abatement Ductless Split AC Units, separately from the Contract price. Unless the CONTRACTOR is given authorization by the CA to make such repairs, the STATE shall not be held responsible for payment of any such work performed by the CONTRACTOR.

VIII. PARTS AND MATERIALS

A. The CONTRACTOR shall restore to serviceability all parts that are found to cost less to restore than to replace with a new part.

1. Where parts are worn out and cannot be restored, the CONTRACTOR shall replace these parts with new parts.
2. Only new, standard parts manufactured by the maker of each unit or parts of equal quality shall be used.

B. The STATE shall compensate the CONTRACTOR for replaced mechanical part or component and the connected accessories for repair work on Recurring Maintenance units that are due to unforeseen circumstances. The costs for these replaced mechanical parts or components and the connected accessories will be paid to the CONTRACTOR in addition to the Bid Price.

1. The cost shall be at supplier’s invoice price plus a mark-up not exceeding thirty percent (30%), which shall include cost of material, shipping costs if applicable, overhead, profit, taxes and any other incidental expenses, and the CONTRACTOR shall be responsible for all labor and other costs.

2. A cost proposal with an estimate of the replaced mechanical parts or components and the connected accessories plus a mark-up not exceeding thirty percent (30%) shall be submitted to CA for approval for the repair work. Please see SPECIAL CONDITIONS, Invoicing and Payment sections for further instructions regarding invoicing and payment.

C. The CONTRACTOR shall maintain a supply of parts, refrigerant, and materials that are required for normal repairs and maintenance of the air conditioning and heat-ventilating equipment.

1. The CONTRACTOR shall notify the STATE whenever parts are not locally available to accomplish the repairs.

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

3. The CONTRACTOR shall include all costs necessary to maintain a supply of refrigerant (virgin or equal quality) for the life of the Contract and shall maintain a record of refrigerant usage for each location and comply with all government regulations and shall indemnify and defend the STATE from all legal and financial liabilities with regard to these regulations. Recovery or storage of refrigerant shall be provided at no additional cost to the STATE.

Topping off, refilling and/or recharging refrigerant for maintenance and repair work shall be included in the Bid price.

4. For Recurring Maintenance units, the following equipment parts are not reimbursable and shall be included in the Bid price:

   a. Fittings such as fasteners, bolts, couplings, wire, washers, reducers, bushings;
   b. Oil and grease;
   c. Belts;
   d. Filters;
   e. Insulation;
   f. Sensors;
   g. Gaskets;
   h. Refrigerant;
   i. Refrigerant Recovery;
   j. Nitrogen;
   k. UV Lamps;
   l. UV Retrofit Kits;
   m. Electronic Boards in the Air Conditioning Equipment;
   n. Isolators;
   o. Bearings;
   p. Drier;
   q. Thermal Expansion Valve (TXV);
   r. Capacitor;
   s. Equipment controls such as valves, thermostats, actuators, CO2, transformers, fuses;
   t. Switches;
   u. Relays and Contactors;
   v. Fan Blade;
   w. Mounts;
   x. Sheaves;
   y. Pulley;
   z. Subcontracted work onsite for any part replacements or water treatment;
   aa. Electrical components of the air conditioning system including testing and replacement of wiring, transformers, circuit breakers;
   bb. Personal Protective Equipment (PPE), small tools, equipment and miscellaneous materials needed for the repair work;

IX. AS-NEEDED REPAIRS AUTHORIZED BY THE CONTRACT ADMINISTRATOR (CA)

The estimated man-hours for as-needed repairs on ductless split systems, Heat Abatement AC units, or other systems and other repairs authorized by the CA is two hundred (200) hours per year for schools and twenty (20) hours per year for State public buildings. This is only an estimate and is not guaranteed. Hence, the actual man-hours may or may not exceed this number.

Ductless Split Systems, Heat Abatement AC units, or other systems:

As-needed repair work is defined as work required and ordered by the CA, which is directly related to Heat Abatement equipment and ductless split system's troubleshooting, repair and/or complete replacement of a split air conditioning system which include a Fan Coil Unit (FCU) and an Air-Cooled Condensing Unit (ACCU), and including repair or replacement of Dehumidifiers.

When as-needed repair is ordered and authorized by the CA, the CONTRACTOR shall promptly, within twenty-four (24) hours of emergency trouble call or forty-eight (48) hours of a regular trouble call (excluding weekends and holidays unless requested otherwise by the STATE) from the CA's order, provide the CA with a written estimated cost proposal for approval.

The written cost proposal shall contain information such as description and breakdown of materials, parts and estimated labor costs, estimated time of arrival (ETA) for parts, estimated repair or service completion date and additional supporting data as required to justify costs.

If approved by the CA, a PO shall be issued to the CONTRACTOR. Unless the CONTRACTOR is given a PO authorizing the CONTRACTOR to perform as-needed repairs, the STATE shall not be held responsible for payment of any such work performed except where CONTRACTOR's advance approval request was granted for emergency repair work with either the total estimated labor hours not exceeding five (5) hours or the total estimated cost not exceeding one thousand dollars ($1,000.00). It is understood that the CONTRACTOR shall charge only for the actual labor hours spent for the duration of the repairs as reflected on service report certified or signed by a school representative. The CONTRACTOR cannot charge the whole estimated labor hours on their cost proposal if the actual labor hours spent comes out less.

If the CA and the CONTRACTOR cannot agree on the price, the STATE reserves the right to make other arrangements to complete the repair work, including but not limited to a formal STATE solicitation.

The STATE reserves the right to request expedited shipping of parts either by air freight or air express (next day delivery), if not available locally, at the expense of the STATE.

The CONTRACTOR shall notify the CA or the POC when repair work is completed. The CA or the POC reserves the right to inspect the completed work to verify the work is complete and acceptable. The CONTRACTOR shall provide a service report with a detailed summary of work performed, including photos taken at the same angle that clearly shows the condition of the device and/or equipment before and after the repair work was completed.

This Contract is specifically intended to cover maintenance and repairs, including equipment repairs involving component replacement and overhauls. Repair by replacement of individual units due to obsolescence of beyond-repair condition, which may include, but is not limited to, Air Cooled Condensing Unit (ACCU) and AHU, may be authorized under this Contract as determined by the CA. However, for HVAC systems requiring replacement of multiple units, complete system replacement, or a new design to accommodate upgrades or meet new design criteria, the STATE reserves the right to defer such repairs or replacements of the equipment to outside of this Contract.

X. MANPOWER FOR MAINTENANCE SERVICE AND REPAIR WORK

A. The CONTRACTOR must be able to produce documented certificates to substantiate claims of having certified technicians as indicated in the following paragraphs under this section. Falsification of personnel qualifications shall constitute a major breach of obligation.

1. The CONTRACTOR shall assign sufficient manpower to this Contract. There shall be at least one (1) qualified HVAC certified Journeyman Technician and trained by the chiller manufacturers such as Trane and Carrier (submit training certificates from the chiller manufacturers), and with a minimum of five (5) years of field experience performing maintenance service, troubleshooting and repair work in the field of chilled water central plant air conditioning and ventilation equipment maintenance and repair service which includes cooling towers, centrifugal and screw chillers. All services shall be also be in accordance with the requirements of the latest edition of the American Society of Mechanical Engineers standards and all other applicable laws, including, but not limited to, regulations, rules ordinances, codes, and the best commercial practices governing the maintenance of the types of air conditioning systems and services as specified herein or the manufacturer's original specifications, whichever is more stringent. No apprentice technician shall be assigned to perform any work in this Contract unless supervised by a certified Journeyman Technician.

B. Each Journeyman Technician shall have successfully completed an accredited air conditioning program for journeyman level and shall have a refrigerant universal certification classification.

C. Within three (3) working days upon issuance of the Notice to Proceed, the CONTRACTOR shall submit in writing to the CA an updated list of assigned service technicians with their qualification (with a copy of the certification of the technicians) and their vehicle license number for approval by the CA, if applicable.

D. A copy of the Refrigerant Universal Certificate for each Journeyman and their qualification shall be submitted. The qualification information required as listed as follows:

1. Journeyman Technician's Name;
2. Number of years of experience;
3. Number of years at present company; and
4. Name of accredited air conditioning program and year completed.

E. The STATE reserves the right to require the CONTRACTOR to remove any of its employees from performing work under the Contract if the STATE is not satisfied by this technician's performance. The CA shall notify the CONTRACTOR in writing and this exclusion of a specific technician shall take effect as indicated on the notice.

F. During the Contract period, any changes to the assigned service technicians shall be submitted in writing for approval to the CA. The request shall include a copy of the proposed service technician's qualifications, their required training certification(s), and their vehicle license number.

XI. INSPECTION

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

A. On two (2) separate days each month, the CONTRACTOR shall accompany the CA on a random inspection of schools (no more than two (2) schools each day). The purpose of the random inspection is for the CONTRACTOR to demonstrate to the CA that the work was performed in accordance with this Contract.

1. The CA shall notify the CONTRACTOR of the date and time of each inspection one (1) week prior to the actual inspection.
2. The school to be inspected shall be provided by the CA to the CONTRACTOR on the morning of the random inspection. The CONTRACTOR shall provide their own transportation to and from the inspection sites.
3. During the random inspection, the CONTRACTOR shall provide and/or point out service or work that was performed during the recurring maintenance and/or authorized repair.

B. The CONTRACTOR shall be responsible to inspect any newly installed equipment at the schools or State building listed in Exhibit B prior to the acceptance of those equipment by the STATE and included in the maintenance schedule.

XII. WARRANTY

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

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

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

XIII. CLEANUP AND WORK PRACTICES

A. The CONTRACTOR shall keep the job site free of debris, including but not limited to, litter, refuse, worn and/or damaged, discarded parts, and shall clean and remove all fluids, oil, grease drippings or spills during the daily progress of work.

B. The CONTRACTOR shall remove all tools, used parts, fluids and lubricants, and equipment from the service area upon completion of the work. The CONTRACTOR shall also legally dispose of used parts, fluids, oils and lubricants, whether hazardous or not, in accordance with the EPA and/or other government regulations including providing written records, as required. The CONTRACTOR shall support and protect the STATE legally and financially with regard to these regulations. The CONTRACTOR shall not dispose of any debris, fluids, oil, grease drippings, or spill products in STATE trash receptacles or bins.

C. The CONTRACTOR shall exercise caution during the progress of maintenance and repair work to prevent damage to any of the building utilities and structure.

1. The CONTRACTOR shall immediately restore and correct all damaged equipment and property caused by the CONTRACTOR’s negligence, by CONTRACTOR’s employees or equipment, at the CONTRACTOR’s own expense when or as requested by the STATE and to the CA’s satisfaction.

2. If such repairs are not completed immediately and to the CA’s satisfaction, the CA reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein, and to deduct from any moneys due or that may thereafter become due to the CONTRACTOR, the difference between the price named in the Contract and the actual cost to the STATE. In case any money due the CONTRACTOR is insufficient for said purpose, the CONTRACTOR shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

XIV. SAFETY PRECAUTIONS

Whenever maintenance and repair work is performed during school or building hours when the site is accessible to school children and other people, the CONTRACTOR shall not perform work until all safety-type barricades are in place.

1. The CONTRACTOR shall not perform maintenance and repair work until all switches are de-energized, locked, and tagged.

2. All services, equipment and/or parts to be provided by the CONTRACTOR shall comply with all applicable federal, state and county safety requirements, especially the provisions of the Occupational Safety and Health Act (OSHA), EPA, and other governmental agencies. The CONTRACTOR shall be responsible to provide and use appropriate safety equipment as

required to comply with OSHA requirements for worker protection at all maintenance service and repair locations at all times.

3. The CONTRACTOR shall submit copies of Material Safety Data Sheets (MSDS) to the POC prior to taking any chemicals to the schools and State public buildings.

4. The CONTRACTOR shall submit their policy statement regarding venting, recovery, recycling, and replacement of chlorofluorocarbon (CFC) and hydrochlorofluorocarbons (HCFC) refrigerants for POC review and approval.

5. The CONTRACTOR shall track refrigerants used on site including current inventory, equipment leaks, and leakage rates and shall submit report to POC on a semi-annual basis.

XV. SECURITY REQUIREMENTS

The CONTRACTOR shall be aware of the heightened security conditions at all the school facilities covered by this Contract. The CONTRACTOR is required to be easily identifiable and constantly aware while conducting work under this Contract. The CONTRACTOR shall report to the CA and/or POC and the school any suspicious activity or obvious breach of security in relation to, or in the course of, their work at any of the school facilities. The report must contain as much detailed information as possible. The STATE requires that background security checks must be provided for each personnel assigned to this Contract. Any employees found to have a history of sexual abuse, drug abuse, or felony conviction shall not be allowed on school premises or perform the work under this Contract. The CONTRACTOR's vehicles and personnel shall be properly identified as belonging to the CONTRACTOR through company signage and/or logos, uniforms, and name tags and/or identification cards, as appropriate, to comply with this requirement. The CONTRACTOR shall follow school protocol when entering and exiting school property. This may include the requirement to sign in at the main office when entering school property and sign out when exiting and/or work has been completed.

XVI. VERIFICATION OF EMPLOYEES

In accordance with State rules and regulations, CONTRACTOR shall conduct mandatory criminal background checks at no cost to the STATE, on any employee, agent, subcontractor or volunteer working in close proximity or working directly with students.

CONTRACTOR shall notify the STATE, verbally within twenty-four (24) hours, upon learning of the occurrence of any of the events indicated below:

1. Any employee, agent, subcontractor or volunteer's license required to perform services under this Contract is or has been suspended, conditioned, revoked, expired, or terminated;

2. Any employee, agent, subcontractor or volunteer becomes or has been the subject of any disciplinary proceeding or action before any federal or state agency or Board;

3. Any employee, agent, subcontractor or volunteer has been arrested or is under investigation for assault, sexual assault, child pornography or sex trafficking.

4. Any employee, agent, subcontractor or volunteer is or has been convicted of a fraud or felony; and

5. Any claim, judgment or settlement in which the CONTRACTOR or any of its employees, agents, subcontractors or volunteers is or has been named a defendant.

CONTRACTOR shall maintain the background check records, and shall make the records available for review upon request. Upon review of these records, the STATE reserves the right to request additional background information.

XVII. CONDUCT

1. The CONTRACTOR's employees, agents, subcontractors or volunteers must sign in at the school office when entering a school campus and sign out when leaving a school campus.

2. The CONTRACTOR's employees, agents, subcontractors or volunteers must comply with and utilize the STATE's visitor management system, in accordance with STATE protocol, when reporting to any school campus to provide services.

3. In addition, all CONTRACTOR's employees, agents, subcontractors or volunteers must wear a picture identification badge listing agency name, employee name, and position at all times while on school premises.

4. The CONTRACTOR's employees, agents, subcontractors or volunteers must maintain a professional attitude, work ethic, and appearance.

XVIII. HARM TO STUDENTS REGISTRY

The purpose of Act 156, Session Laws of Hawaii (SLH) 2024, was to create a registry for all preschools and K-12 educational institutions within the State of Hawaii containing information on school employees, contractors, or volunteers for whom, as a result of an investigation, a final finding has been issued that the individual has inflicted harm on a student, with the goal of preventing those individuals from subsequently gaining employment in any other public or private preschools and K-12 institutions in Hawaii.

The CONTRACTOR acknowledges and agrees to comply with the requirements set forth by Act 156, SLH 2024, and any other rules, regulations and laws, regarding the reporting and investigation of misconduct involving harm or maltreatment of students in educational institutions.

Should the STATE need to conduct an investigation into whether or not a contractor or contractor's employee, agent, subcontractor, or volunteer engaged in acts or omissions that resulted in the infliction of harm to a student, the CONTRACTOR shall ensure the following:

1. The CONTRACTOR shall inform the CONTRACTOR's employees, agents, subcontractors, or volunteers that an investigation is being conducted pursuant to Act 156, SLH 2024;

2. The CONTRACTOR, including the CONTRACTOR's employees, agents, subcontractors, or volunteers shall cooperate and assist the STATE should there need to be an investigation;

3. The CONTRACTOR shall provide the following to the STATE within five (5) business days from the date of the request:

    3.1. Full legal name and any prior names used, such as maiden name or married name;
    3.2. Date of birth;
    3.3. Photograph;
    3.4. Last known address;
    3.5. Any and all other STATE contracts that this individual is working on; and

3.6. Any and all information and documents requested by the STATE during the course of an investigation.

Should the STATE not receive the full cooperation of the CONTRACTOR, or the CONTRACTOR's employees, agents, subcontractors, or volunteers, the STATE will move forward with and complete the investigation with the information it has available.

Should there be a finding and the CONTRACTOR's employee, agent, subcontractor, or volunteer is deemed appropriate to be included on the Harm to Students Registry, the CONTRACTOR's employee, agent, subcontractor, or volunteer will be given prior written notice of the STATE's decision to include the CONTRACTOR employee's, agent's, subcontractor's, or volunteer's name for this purpose and will be given the opportunity to appeal the decision.

Should the CONTRACTOR's employee, agent, subcontractor, or volunteer either waive the right to appeal or lose the appeal, the STATE shall place the name of the CONTRACTOR's employee, agent, subcontractor, or volunteer on the Harm to Students Registry.

Any person currently or formerly employed by the CONTRACTOR, including subcontractors, agents, and volunteers listed on the Harm to Students Registry may request the CONTRACTOR to submit a certified request to the STATE for removal if new information proves they did not inflict harm on a student. The CONTRACTOR shall defend and indemnify the STATE from any liability resulting from claims related to the inclusion or removal of an employee from the Registry.

The CONTRACTOR shall provide to the STATE the names, dates of birth, addresses, photographs, and personal identifiers of all candidates for employment, including subcontractors, agents, or potential volunteers. If a candidate, subcontractor, agent, or volunteer's name appears on the Harm to Students Registry, the STATE can require removal of the individual from STATE work. Note that, pursuant to Act 156, SLH 2024, an employee, subcontractor, agent, or volunteer should not perform work or duties for the STATE until the CONTRACTOR has obtained clearance from the STATE.

SPECIAL CONDITIONS

GENERAL INFORMATION

1. Addenda and Interpretations

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

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

2. Scope

Work under this agreement shall consist of Providing Maintenance and Repair Services for Air Conditioning and Heat-Ventilating Equipment, including Water Treatment and Energy Monitoring and Control System at Various Hawaii State Department of Education Schools and Other State Public Buildings on the Island of Kauai and shall be in accordance with these Special Conditions, the attached Specifications, and the State of Hawaii's General Conditions AG-008 (latest revision).

3. Contract Administrator

For purposes of this Contract, Jeremy Koki, Program Manager or the Program Manager's successor, is designated Contract Administrator (CA). The CA can be contacted by telephone at 808-784-6800 or via e-mail at jeremy.koki@k12.hi.us.

The CA is responsible for:

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

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

The CA has designated Eric Agena as Point of Contact (POC) for this Contract. As such, the POC, or their successor, should be the initial contact on all matters related to this Contract. The POC can be contacted by telephone at 808-274-3033 or via e-mail at eric.m.agena@hawaii.gov.

4. Contract Period

This Contract shall commence on March 1, 2027 and shall end on February 29, 2028, subject to availability of funds as specified in the General Conditions.

Beyond February 29, 2028, this Contract may be extended for not more than four (4) additional twelve (12)-month periods upon mutual written agreement of the parties, prior to expiration. As each option(s) to extend is mutually agreed upon, the CONTRACTOR shall be required to execute a supplement to the Contract for each additional period. The Contract Price for the extended period shall remain the same or lower than the initial Contract Price, subject to any price adjustment allowed by the Contract.

OFFEROR INFORMATION

5. Offeror's Authority to Bid

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

6. Offeror Qualifications

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

A. License
At the time of bidding and throughout the Contract period, Offeror shall have a current State of Hawaii Contractor's License C-52 to provide maintenance service of air conditioning and heat ventilating equipment on file with and/or as issued by the Department of Commerce and Consumer Affairs. CONTRACTOR's license must be kept in force during the duration of this Contract and for any extension(s) that may be agreed upon.

Offeror shall provide their State of Hawaii Contractor's License number on Exhibit A. Upon request, Offeror shall provide all necessary documentation (for example, copy of license) to substantiate compliance with this requirement. See SPECIFICATIONS for required certificates, licenses, documents, et cetera to perform services as specified.

B. Experience
At the time of bidding, Offeror shall have a minimum of five (5) consecutive years of experience, in the field of maintenance and repair of air conditioning and heat ventilating equipment, which includes cooling towers, centrifugal and screw chillers. If Offeror is owned by a parent company in which the parent company has the required five (5) years' experience, the Offer shall also qualify for the experience required pending verification. Offeror must be able to produce documented maintenance and repairs for air conditioning and heat ventilating equipment experience to substantiate their claim of experience upon request. Offeror shall provide the experience information requested on Exhibit A.

C. Office and Service Facility Location
At the time of bidding and throughout the Contract period, Offeror shall have a permanent office and service facility location on the island of Kauai:

1. where business is conducted and from where the company is accessible to telephone calls for complaints or emergency service requests that need immediate attention during normal

business hours, 7:45 A.M. to 4:30 P.M. Hawaii Standard Time (HST), Monday through Friday excluding State of Hawaii holidays. An answering service is not acceptable.

2. where warehousing of parts, refrigerant, and materials required for maintenance and repair of equipment listed in this Contract.
3. where journeyman and assistant-to-the journeyman refrigeration and/or air conditioning technicians are dispatch to perform the work specified in this Contract.

Location, telephone number of office, and cell number shall be furnished on the Exhibit A.

D. Personnel

At the time of bidding and throughout the Contract period, Offeror shall designate at least one (1) employee as the POC for this Contract. This individual shall be based in the State of Hawaii and available during regular business hours, Monday through Friday excluding State of Hawaii holidays, and shall be capable of answering questions, resolving problems, and providing sales, ordering, and follow-up assistance. Offeror shall furnish this information on the Exhibit A.

E. Manpower Requirements

At time of bidding and throughout the Contract period, Offeror shall assign at least one (1) qualified Heating, Ventilation and Air-Conditioning (HVAC) certified Journeyman Technician and trained by the chiller manufacturers such as Trane and Carrier (submit training certificates from the chiller manufacturers), and with a minimum of five (5) years of field experience performing maintenance service, troubleshooting and repair work in the field of chilled water central plant air conditioning and ventilation equipment maintenance and repair service which includes cooling towers, centrifugal, screw chillers. No apprentice technician shall be assigned to perform any work in this Contract unless supervised by a certified Journeyman Technician. The STATE reserves the right to request documentation of this certification be provided. Responses shall be submitted to the STATE within three (3) working days unless otherwise stated or directed by the STATE. Offeror shall provide information regarding their manpower on Exhibit A.

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

7. References

Offeror shall provide the names of at least three (3) companies or government agencies other than the Hawaii State Department of Education, with whom Offeror was or is currently providing maintenance and repair of air conditioning and heat ventilating equipment and who can attest to the quality level and reliability of all aspects of Offeror’s work, service and personnel. References shall be provided on the Exhibit A. The STATE reserves the right to contact these references to verify Offeror’s quality level and reliability.

8. Site Inspection

Prior to submittal of a bid, Offeror may inspect the project site to become thoroughly familiar with existing conditions, rules and regulations, and the extent and nature of work to be performed.

Offeror inspection is not mandatory; however, bid submission shall be evidence that the Offeror understands the scope of the project and shall comply with all requirements stated herein, if awarded the Contract. Offerors must contact the CA to arrange for an inspection visit. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed. Site inspections shall be done between the hours of 8:00 A.M. to 3:00 P.M. (HST), Monday through Friday, except State of Hawaii holidays.

9. Responsibility of Offerors

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

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

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

BID PREPARATION

10. Offer Page OF-1

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

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

11. Taxable Transaction

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

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

12. Tax Exempt Transaction

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

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

13. Bid Price

Unit Bid Price shall include labor, equipment, materials, transportation, overhead, profit, all applicable taxes and any other incidental and operational expenses incurred in the performance of all obligations hereunder. Bid price shall be the all-inclusive cost to the STATE and no other charges will be honored.

In case of error in extension of bid price, unit bid price shall govern. Offeror shall bid on all items to qualify for award.

Within seven (7) days after the issuance of a Notice to Proceed of the Contract, the CONTRACTOR shall submit the price breakdown for each service item awarded by filling in the price breakdown columns on the Exhibit B - Equipment Schedule and Price Breakdown. Payment shall be made based on each service item upon the submittal of service report and certification by the CA. No compensation shall be made for any missed maintenance service or failure to comply with the stipulated maintenance service frequency as found in the section of this solicitation entitled "Specifications". In addition, no compensation shall be made for newly replaced equipment if maintenance is covered under a service warranty by other companies.

14. Offeror Information

Offeror shall provide information regarding its experience, license, office and service facility location, and personnel, including the POC and Journeyman Technician on the Exhibit A. Exhibit A shall be provided within three (3) working days from STATE's request.

15. License

Offeror shall provide their Hawaii Contractor C-52 License number on the Exhibit A. If requested by the STATE, Offeror shall also submit a copy of their license with their Exhibit A within three (3) working days from STATE's request.

16. References

Offeror shall provide the names of at least three (3) companies or government agencies other than the Hawaii State Department of Education, with whom Offeror was or is currently providing maintenance and repair of air conditioning and heat-ventilating equipment and who can attest to the quality level and reliability of all aspects of Offeror's work, service and personnel. Offeror shall provide this information on the Exhibit A. The STATE reserves the right to contact these references to verify Offeror's quality level and reliability.

17. Wage Certificate

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

Although **Item 1** of the *Wage Certificate* may not be applicable to this solicitation if there are no STATE or public sector employees performing work similar to the requirements herein or if services are not performed by laborers and mechanics, **Item 2** of the certificate is applicable in all situations. Offeror is therefore advised that submission of the *Wage Certificate* is required.

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

18. Liability Insurance

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

19. Offer Guaranty

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

BID SUBMITTAL

20. Submission of Bid

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

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

Before submitting a bid, each Offeror must:

1. examine the solicitation documents thoroughly for defects and questionable or objectionable material. Solicitation documents include this IFB, any attachments, plans referred to herein, and any other relevant documentation. Comments must be submitted in writing and received by the Hawaii State Department of Education, PCB no later than seven (7) calendar days prior to the date fixed for the close of bids. This will allow for issuance of addenda, if necessary.

2. become familiar with state, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

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

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

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

Hard copies of ALL ORIGINAL OFFER PAGES AND ANY OTHER APPLICABLE DOCUMENTS AS STATED IN THE SOLICITATION must also be received by the Hawaii State Department of Education, Procurement and Contracts Branch, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797, within five (5) working days after the bid closing date.

21. Confidential Information

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

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

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

22. Certification of Independent Cost Determination

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

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.

2. Unless otherwise required by law, the costs which have been quoted in this IFB have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of the Contract.

3. No other attempt has been made or will be made by the Offeror to solicit or implore any other person or firm to submit or not to submit a bid in response to this IFB for the purpose of restricting competition.

23. Acceptance of Bid

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

BID EVALUATION

24. Disqualification of Offers

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

1. Hard copy offer not signed by an authorized individual.
2. More than one offer from an Offeror under the same or different names.
   - 2.1 Legally distinct Offerors such as subsidiaries or jointly-owned companies may submit offers and these offers may be accepted for evaluation and award if such Offerors submit with their offer a certificate of non-collusion which affirms that the offer is made freely and without collusion with another Offeror.
     - 2.1.1 Legally distinct Offerors such as subsidiaries or jointly-owned companies shall submit business registration information indicating that the entities were not created after the IFB was released.
3. Evidence of collusion among Offerors or prices obviously unbalanced, lack of responsibility and cooperation as shown by past work, being in arrears on existing contracts with the State of Hawaii, or defaulting on previous contract(s).
4. Lack of proper equipment and/or sufficient experience to perform the work contemplated.
5. Offer received after specified deadline for close of offers.
6. Evidence of any noncompliance with any applicable law, any unauthorized additions or deletions, of submission of conditional offer, incomplete offer, or irregularities of any kind which may make the offer incomplete, indefinite, or ambiguous as to its meaning.

25. Method of Award

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

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

26. Protest

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

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

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

CONTRACT EXECUTION

27. Contract Award

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

28. Responsibility of CONTRACTOR

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

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Workers' Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. One of the following:

    1. That CONTRACTOR is registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business"); or
    2. That CONTRACTOR is registered to do business in the State of Hawaii (hereinafter referred to as a "compliant non-Hawaii business").

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

29. Hawaii Compliance Express

A *Certificate of Vendor Compliance* may be obtained through the Hawaii Compliance Express (HCE). This service allows CONTRACTORs to register online through a simple wizard interface at https://vendors.ehawaii.gov . The *Certificate of Vendor Compliance* provides current compliance status

as of the issuance date, satisfies requirements of HRS § 103D-310(c), and is therefore acceptable for contracting purposes. CONTRACTORs that elect to use HCE services are required to pay an annual registration fee of (at least) twelve dollars ($12.00).

30. Timely Submission of All Certificates

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

31. Failure to Execute Contract

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

32. Availability of Funds

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

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

33. Wage Certificate

HRS § 103-55, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. CONTRACTOR is advised that in the event of an increase in wage rates to public employees performing similar work during the Contract period, employees shall be paid wages no less than those increased wages.

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

Effective July 1, 2026, the basic hourly wages paid to the State of Hawaii positions are as follows:

Class	Hourly Rate
Air Conditioning Mechanic I (BC-10)	$36.40

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

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

33.1 Services Performed by Laborers and Mechanics

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

2. The STATE may withhold from the CONTRACTOR so much of the accrued payments as the STATE may consider necessary to pay the laborers and mechanics employed by the CONTRACTOR or any subcontractor on the job site the difference between the required wages and the wages received and not refunded by the laborers and mechanics.

3. A certified copy of all payrolls shall be submitted weekly to the STATE for review. The CONTRACTOR shall be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, the wage rates contained therein are not less than the applicable rates, and the classifications set forth for each laborer or mechanic conform with the work the laborer or mechanic performed. Any certification discrepancy found by the STATE shall be reported to the CONTRACTOR and the Superintendent to effect compliance.

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

34. Liability Insurance

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

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

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

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

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

1) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

2) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

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

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

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

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

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

CONTRACT PRICE ADJUSTMENTS

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

35. Adjustment Pursuant to HRS § 103-55 – Wage Rates

At the time of contract award, only the current wages of STATE employees performing similar work were known. Should these wages increase during the period of the Contract, the CONTRACTOR may request an increase in Contract Price. The increase requested must result in increase in wages to the

CONTRACTOR's employees performing the work under this agreement, including any increase in benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

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

1. At the time of request, CONTRACTOR shall provide documentation to show that the CONTRACTOR is in compliance with HRS § 103-55, in other words, the employees are being paid no less than the known wages of the State of Hawaii position listed herein. Documentation shall include the employees' payroll records and a statement that the employees' services are being engaged for this Contract.

2. The Hourly Labor Rate for Repairs and Other Authorized Reimbursable Work may be adjusted, provided the wages paid to a State of Hawaii Air Conditioning Mechanic I (BC-10) are adjusted due to contract negotiations for STATE workers during the Contract period previous to the extension.

3. Adjustment of the Contract Price shall be limited to the dollar amount of adjustment in wages paid to the aforementioned STATE position.

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

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

36. New Locations

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

A list of equipment for this Contract will be kept by the CA and shall be used to record additions or deletions.

PERFORMANCE OF CONTRACT

37. Authority of the Hawaii State Department of Education

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

38. Service Areas

The CONTRACTOR shall perform the service at the site in which the units are located.

39. Equipment List

The CONTRACTOR shall submit an annual updated inventory of the equipment by location during the Contract period.

40. Service Requirements

It is understood and agreed that in addition to the locations listed herein, CONTRACTOR shall be required to furnish services specified herein to any new locations not initially listed in this IFB, when such services are required.

The STATE also reserves the right to add or delete equipment to this Contract. Any increase or decrease in Contract price for additional or deleted system shall be based on the unit bid price of similar or comparable air conditioning and heat ventilating equipment and shall become binding upon execution of a Supplemental Contract issued by the STATE.

The STATE reserves the right to delete locations and/or equipment to the Contract and shall make adjustments by contract modification. The price for the Contract modification shall be based on the respective unit prices on the air conditioning and heat ventilating equipment at the location deleted.

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

41. Inspections

All work done and all materials furnished shall be subject to random periodic inspection and approval by the CA and/or POC to verify that the services rendered are in accordance with requirements of these Special Conditions, the Specifications, and the General Conditions. The CA or POC may require additional information as necessary to maintain a record of the service rendered, and also request that the CONTRACTOR accompany the CA or POC on field inspections to be scheduled periodically at no additional cost to the STATE.

42. Relief Available to STATE

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

1. Suspend Payments – Temporarily withhold or disallow all or part of the billing cost and/or payments pending correction of a deficiency or a non-submission of a required deliverable by the CONTRACTOR;

2. Suspend Referrals – Suspend referrals to the CONTRACTOR should the CONTRACTOR fail to comply with any of the requirements or other term(s) or condition(s) of this Contract and, further, the STATE may maintain the suspension of referrals until such time as the deficiency or non-compliance is corrected and the CONTRACTOR's corrective actions are determined to be acceptable by the STATE; and

3. Seek Reimbursement – Seek reimbursement from the CONTRACTOR or withhold future payments for any funds paid to the CONTRACTOR subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.

4. Seek Market Value – In the event the CONTRACTOR fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services or the General Conditions, the STATE reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the CONTRACTOR, the difference between the price named in the Contract and the actual cost to the STATE. In case any money due the CONTRACTOR is insufficient for said purpose, the CONTRACTOR shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

43. Confidentiality Obligations

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

The CONTRACTOR, including its employees, agents, representatives, and assigns shall abide by the following with regards to Confidential Information: (i) They shall not disclose to any unauthorized party any Confidential Information, except as specifically permitted by the STATE and subject to the STATE's limitations on confidentiality of information and relevant legal requirements of the State to include, but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Permission will be granted through a formal written agreement concerning the disclosure of personally identifiable information (PII) from student education records, signed by the STATE and the CONTRACTOR, and must be provided as an attachment to this Contract; (ii) They shall only permit access to Confidential Information to employees, agents, representatives, and assigns having a specific need to know in connection with performance under this Contract; and (iii) They shall advise each of their employees, agents, representatives, and assigns of their obligations to keep such Confidential Information confidential in compliance with all relevant state and federal laws.

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

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

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

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

44. Exclusion of Specific Workers

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

45. Records Retention

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

46. Federal Funds

The following serves to supplement provision 18 of the General Conditions, entitled “Federal Funds”:

46.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

46.2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

46.3. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations

(29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

46.4. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

46.5. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

46.6. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

46.7. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

46.8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

PAYMENT

47. Invoicing

CONTRACTOR shall submit original invoice to the following address:

Invoice for Schools:
Hawaii State Department of Education
Auxiliary Services Branch
3633 Waialae Avenue
Honolulu, Hawaii 96816
Attention: Jeremy Koki

Invoice for State public buildings:
State of Hawaii
Department of Accounting and General Services
Kauai District Office
1680 Haleukana Street
Lihua, Hawaii 96766

Invoice shall be issued separately for the schools and State public buildings.

Invoice should reference both the Contract number and the solicitation number and include the following, as applicable:

1. Maintenance Service:
   Invoice shall include the Project Name, school or building, description of services, month and date of service and shall be submitted together with the applicable service and maintenance checklist, certified or signed by a school or building authority or representative. Invoices shall be according to the contracted price per service as shown on Exhibit B, Equipment Schedule and Price Breakdown. A separate Exhibit B shall be provided for the original contract period and each supplemental year.

2. Repair Work:
   Invoice shall include the Project Name, school and district; description of services, month and date of service, Maximo WO number, PO number (if available), Building letter, Room number, and Equipment identification and shall be submitted together with the service report certified or signed by a school authority or representative and the **original** certified invoice from the supplier for the replaced mechanical parts or components and the connected accessories; plus a mark-up not exceeding thirty percent (30%), which shall include cost of material, overhead, profit, all taxes and any other incidental expenses. If a subcontractor service is required and approved by the CA, the CONTRACTOR's mark-up shall be limited to ten percent (10%), which shall include all the above-mentioned expenses. The CONTRACTOR shall substantiate all costs by submitting a copy of parts or material invoices with their invoice to the STATE.

   A purchase order for replaced mechanical parts and components will be issued upon approval of the proposal from the CONTRACTOR. Unless the CONTRACTOR is given a separate purchase order authorizing the additional service, the STATE shall not be held responsible for payment of any such work performed by the CONTRACTOR.

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

3. Warranty:
The CONTRACTOR shall submit a corrosion protection warranty, including written warranty for replacement of any integral part of equipment listed herein, including but not limited to, condensing units, condenser coils and fan coil units, compressors, fan motors, pumps, as guaranteed by the factory.

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

The CONTRACTOR shall not invoice for any required services that are missed. No compensation shall be made for any missed maintenance service or failure to comply with the maintenance service frequency specified in the Specifications. In addition, no compensation shall be made for newly replaced equipment if maintenance is covered under a service warranty by other companies.

48. Payment

HRS § 103-10, provides that the STATE shall have thirty (30) calendar days to make payment after receipt of the invoice or satisfactory delivery of the goods or satisfactory performance of the services. For this reason, the STATE may reject any bid submitted with a condition requiring payment within a shorter period. Further, the STATE may reject any bid submitted with a condition requiring any interest payments greater than that allowed by HRS § 103-10, 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 any interest payment not in conformance with statute.

The **final payment** under the Contract shall be for services performed and/or goods delivered during the billing period just prior to the Contract anniversary date.

In addition to the requirements set forth in the General Conditions, the following shall accompany the final payment invoice:

1. A valid (not over 2 months old) and **original** *Tax Clearance Certificate* (TCC) must accompany the final payment invoice. In accordance with HRS § 103-53, all CONTRACTORs must provide a TCC from the State of Hawaii Department of Taxation and the U.S. Internal Revenue Service as a prerequisite to receipt of final payment.

2. The *Certification of Compliance for Final Payment* (DOE Form-22) with an original signature of an authorized representative of the CONTRACTOR.

3. In lieu of the above, the CONTRACTOR may submit an original *Certificate of Vendor Compliance* as issued via the online system, also referred to as “Hawaii Compliance Express”. Details regarding this online application process may be viewed at: https://vendors.ehawaii.gov/hce/.

APPROVALS

49. State of Hawaii's General Conditions

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

50. Approvals

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

Offeror: _____

EXHIBIT A

OFFEROR INFORMATION

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

A. EXPERIENCE

At the time of bidding, Offeror shall have a minimum of five (5) consecutive years of experience, in the field of maintenance and repair of air conditioning and heat ventilating equipment, which includes cooling towers, centrifugal and screw chillers. If Offeror is owned by a parent company in which the parent company has the required five (5) years' experience, the Offer shall also qualify for the experience required pending verification. Offeror must be able to produce documented maintenance and repairs for air conditioning and heat ventilating equipment experience to substantiate their claim of experience upon request.

Offeror has a minimum five (5) years of experience	☐ Yes
Offeror's parent company has a minimum five (5) years of experience (as applicable)	☐ Yes

B. LICENSE

At the time of bidding and throughout the Contract period, Offeror shall have a current State of Hawaii Contractor's License C-52 to provide maintenance service of air conditioning and heat ventilating equipment on file with and/or as issued by the Department of Commerce and Consumer Affairs. CONTRACTOR's license must be kept in force during the duration of this Contract and for any extension(s) that may be agreed upon. Upon request, Offeror shall provide all necessary documentation (for example, copy of license) to substantiate compliance with this requirement.

C-52 License Number: _____

C. OFFICE AND SERVICE FACILITY LOCATION

At the time of bidding and throughout the contract period, Offeror shall have a permanent office and service facility on the Island of Kauai:

1. where business is conducted and from where the company is accessible to telephone calls for complaints or emergency service requests that need immediate attention during normal business hours, 7:45 A.M. to 4:30 P.M. Hawaii Standard Time (HST), Monday through Friday excluding State of Hawaii holidays. An answering service is not acceptable.

2. where warehousing of parts, refrigerant, and materials required for maintenance and repair of equipment listed in this Contract.

3. where journeyman and assistant-to-the journeyman refrigeration and/or air conditioning technicians are dispatch to perform the work specified in this Contract.

Office Location:

Address _____

Telephone Number of Office _____

Cell Number _____

Service Facility Location (if different from above):

Address _____

Telephone Number of Office _____

Cell Number _____

D. PERSONNEL

At the time of bidding and throughout the Contract period, Offeror shall designate at least one (1) employee as the point of contact (POC) for this Contract. This individual shall be based in the State of Hawaii and available during regular business hours, Monday through Friday excluding State of Hawaii holidays, and shall be capable of answering questions, resolving problems, and providing sales, ordering, and follow-up assistance.

POC Based in the State of Hawaii ☐ Yes

POC Name _____

POC Telephone Number _____

POC Cell Number _____

POC Email Address _____

E. MANPOWER REQUIREMENTS

At time of bidding and throughout the Contract period, Offeror shall assign at least one (1) qualified Heating, Ventilation and Air-Conditioning (HVAC) certified Journeyman Technician and trained by the chiller manufacturers such as Trane and Carrier (submit training certificates from the chiller manufacturers), and with a minimum of five (5) years of field experience performing maintenance service, troubleshooting and repair work in the field of chilled water central plant air conditioning and ventilation equipment maintenance and repair service which includes cooling towers, centrifugal, screw chillers. No apprentice technician shall be assigned to perform any

Offeror: _____

work in this Contract unless supervised by a certified Journeyman Technician. The STATE reserves the right to request documentation of this certification be provided. Responses shall be submitted to the STATE within three (3) working days unless otherwise stated or directed by the STATE.

1. Journeyman Technician's Name: _____

   Number of years of experience: _____

   Certified and trained by a chiller manufacturer such as Trane and Carrier? _____ ☐ Yes

2. Journeyman Technician's Name: _____

   Number of years of experience: _____

   Certified and trained by a chiller manufacturer such as Trane and Carrier? _____ ☐ Yes

3. Journeyman Technician's Name: _____

   Number of years of experience: _____

   Certified and trained by a chiller manufacturer such as Trane and Carrier? _____ ☐ Yes

4. Journeyman Technician's Name: _____

   Number of years of experience: _____

   Certified and trained by a chiller manufacturer such as Trane and Carrier? _____ ☐ Yes

5. Journeyman Technician's Name: _____

   Number of years of experience: _____

   Certified and trained by a chiller manufacturer such as Trane and Carrier? _____ ☐ Yes

6. Journeyman Technician's Name: _____

   Number of years of experience: _____

   Certified and trained by a chiller manufacturer such as Trane and Carrier? _____ ☐ Yes

Offeror: _____

F. REFERENCES

Offeror shall provide the names of at least three (3) companies or government agencies other than the Hawaii State Department of Education, with whom Offeror was or is currently providing maintenance and repair of air conditioning and heat ventilating equipment and who can attest to the quality level and reliability of all aspects of Offeror's work, service and personnel. The STATE reserves the right to contact these references to verify Offeror's quality level and reliability.

1. Company Name _____

   Address _____

   Contact Name _____

   Telephone Number _____

2. Company Name _____

   Address _____

   Contact Name _____

   Telephone Number _____

3. Company Name _____

   Address _____

   Contact Name _____

   Telephone Number _____

Group A: Hawaii State Department of Education Schools	Building	Equipment Description	Equipment Number	Manufacturer	Model Number	Monthly Service (Price shall include total of 12 service cycles per year)	Quarterly Service (Price shall include total of 4 service cycles per year)	Semi-Annual Service (Price shall include total of 2 service cycle per year)	Annual Service (Price shall include total of 1 service cycle per year)	Eddy Current Testing (First Year of Contract then Every Five Years)
Eleele Elementary School	Building C (Computer Room)	Carrier Model 50DJ007-530, PACU		Carrier	50DJ007-530					
Eleele Elementary School	Building I (Library)	Carrier Model 39TH17, Air Cooled Condenser	ACCU-I1	Carrier	39TH17					
Eleele Elementary School	Building I (Library)	RSI Typhoon Model 9515C-31, Vertical Package Condenserless Unit	AHU-I1	Typhoon	9515C-31					
Eleele Elementary School	Building L (Cafeteria)	Roof-Mounted Exhaust Fan								
Eleele Elementary School	Building L (Cafeteria)	Roof-Mounted Exhaust Fan								
Eleele Elementary School	Building L (Cafeteria)	Roof-Mounted Exhaust Fan								
Hanalei Elementary School	Building A	AIR COOLED CONDENSING UNIT	ACCU-B2	CARRIER						
Hanalei Elementary School	Building A	AIR COOLED CONDENSING UNIT	ACCU-B1	CARRIER	38CK018310					
Hanalei Elementary School	Building A	FAN COIL UNIT (DX)	FCU-B1	CARRIER	FG3AAA024000AAAA					
Hanalei Elementary School	Building A	FAN COIL UNIT (DX)	FCU-B2	CARRIER	42KB0123					
Hanalei Elementary School	Building A	AIR HANDLING UNIT (CHW)	AHU-B1	CARRIER						
Hanalei Elementary School	Building A	CHILLED WATER PUMP	CHWP-1							
Hanalei Elementary School	Building D	FAN COIL UNIT (DX)	FCU-D1	MITSUBISHI						
Hanalei Elementary School	Building D	AIR COOLED CONDENSING UNIT	ACCU-D1	MITSUBISHI						
Hanalei Elementary School	Building B (Mechanical Enclosure)	CHILLER (AIR COOLED)	CH-1	Carrier	30RAP0206LC01					
Hanalei Elementary School	Building B (Library)	Carrier Model 30GT015 Chiller Unit		Carrier	30GT015					
Hanalei Elementary School	Building B (Library)	Carrier Model 39NX09LFA, Air Handling Unit		Carrier	39NX09LFA					
Hanalei Elementary School	Building B (Library)	Carrier Model 38KB012-3, ACCU - 1	ACCU-1	Carrier	38KB012-3					
Hanalei Elementary School	Building B (Library)	Carrier Model 38CK018-3, ACCU - 2	ACCU-2	Carrier	38CK018-3					
Hanalei Elementary School	Building B (Library)	Carrier Model 42KB012-3, FCU - 1	FCU-1	Carrier	42KB012-3					
Hanalei Elementary School	Building B (Library)	Carrier Model FGAAA024, FCU - 2	FCU-2	Carrier	FGAAA024					
Hanalei Elementary School	Building B (Library)	Brasch Type 'S' Slip-in type Reheat Coil		Aurora						
Hanalei Elementary School	Building B (Library)	Aurora Pump Model 324A Chilled Water Pump			324A					
Hanalei Elementary School	Building B (Library)	Tempmaster Type S-7 Variable Air Volume Terminal Units								
Hanalei Elementary School	Building B (Library)	Tempmaster Type S-7 Variable Air Volume Terminal Units								
Hanalei Elementary School	Building B (Library)	Tempmaster Type S-7 Variable Air Volume Terminal Units								
Hanalei Elementary School	Building B (Library)	Tempmaster Type S-7 Variable Air Volume Terminal Units								
Hanalei Elementary School	Building B (Library)	Tempmaster Type S-7 Variable Air Volume Terminal Units								
Hanalei Elementary School	Building B (Library)	Tempmaster Type S-7 Variable Air Volume Terminal Units								
Hanalei Elementary School	Building B (Library)	Greenheck Model GB-80-4 Exhaust Fan		Greenheck	GB-80-4					
Hanalei Elementary School	Building C (Cafeteria)	Greenheck Model MB-160-4, Exhaust Fan		Greenheck	MB-160-4					
Hanalei Elementary School	Building C (Cafeteria)	Greenheck Model GB-160-4, Exhaust Fan		Greenheck	GB-160-4					
Hanalei Elementary School	Building C (Cafeteria)	Greenheck Model GB-140-4, Exhaust Fan		Greenheck	GB-140-4					
Hanalei Elementary School	Building C (Cafeteria)	Greenheck Model CUBE-240-15-G, Exhaust Fan		Greenheck	CUBE-240-15-G					
Hanalei Elementary School	Building C (Cafeteria)	Greenheck Model CUBE-240-15-G, Exhaust Fan		Greenheck	CUBE-240-15-G					
Hanalei Elementary School	Building C (Cafeteria)	Greenheck Model GB-100-4, Exhaust Fan		Greenheck	GB-100-4					
Kalaheo Elementary School	Building D (Library)	Trane Model TTA240B300BC, Air Cooled Condensing Unit		Trane	TTA240B300BC					
Kalaheo Elementary School	Building D (Library)	Trane Model TTA090A300CB, Air Cooled Condensing Unit		Trane	TTA090A300CB					
Kalaheo Elementary School	Building D (Library)	Trane Model TTA090A300CB, Air Cooled Condensing Unit		Trane	TTA090A300CB					
Kalaheo Elementary School	Building D (Library)	Trane Unit Size 17, Air Handling Unit		Trane						
Kalaheo Elementary School	Building D (Library)	Trane Unit Size 6, Air Handling Unit		Trane						
Kalaheo Elementary School	Building D (Library)	Trane Unit Size 6, Air Handling Unit		Trane						
Kalaheo Elementary School	Building D (Library)	Warren Manufacturing Co., Inc. Model CBK, Reheat Coil		Warren Manufacturing Co., Inc.						
Kalaheo Elementary School	Building M (Cafeteria)	Roof-Mounted Exhaust Fan								
Kalaheo Elementary School	Building M (Cafeteria)	Greenheck Model QB307, Supply Fan		Greenheck	QB307					
Kalaheo Elementary School	Modular Trailers (Replacement for Building A)	Bard Model WA701-A00XXXXX7, PACU		Bard	WA701-A00XXXXX7					
Kalaheo Elementary School	Modular Trailers (Replacement for Building A)	Bard Model WA602-A0XX4XXX, PACU		Bard	WA602-A0XX4XXX					
Kalaheo Elementary School	Modular Trailers (Replacement for Building A)	Bard Model WA602-A00, PACU		Bard	WA602-A0					
Kalaheo Elementary School	Modular Trailers (Replacement for Building A)	Bard Model WA602-A00, PACU		Bard	WA602-A00					

Group A: Hawaii State Department of Education Schools	Building	Equipment Description	Equipment Number	Manufacturer	Model Number	Monthly Service (Price shall include total of 12 service cycles per year)	Quarterly Service (Price shall include total of 4 service cycles per year)	Semi-Annual Service (Price shall include total of 2 service cycle per year)	Annual Service (Price shall include total of 1 service cycle per year)	Eddy Current Testing (First Year then Every Five Years)
Kalaheo Elementary School	New Administration Building	Mitsubishi Outdoor Unit (Side of Building), Model PUMY-P36NHMUBS	ACCU-E3	Mitsubishi	PUMY-P36NHMUBS					
Kalaheo Elementary School	New Administration Building	Mitsubishi Indoor Unit (Server Room), Model PEFYP36NMHUE	FCU-E3	Mitsubishi	PEFYP36NMHUE					
Kalaheo Elementary School	New Administration Building	Trane AHU 1 (Mechanical Room), Model CSAA010UAC00	AHU-1	Trane	CSAA010UAC00					
Kalaheo Elementary School	New Administration Building	Trane ACC 1 (Side of Building), Model TTA180E300AA	ACC-1	Trane	TTA180E300AA					
Kalaheo Elementary School	New Administration Building	Trane AHU 2 (Mechanical Room), Model CSAA010UAC00	AHU-2	Trane	CSAA010UAC00					
Kalaheo Elementary School	New Administration Building	Trane ACC 2 (Side of Building), Model TTA240E300AA	ACC-2	Trane	TTA240E300AA					
Kalaheo Elementary School	New Administration Building	Greenheck Exhaust Fan (Student Act. Coordinator), Model SPA200C		Greenheck	SPA200C					
Kalaheo Elementary School	New Administration Building	Greenheck Exhaust Fan (Student PCNC Room), Model SPA200C		Greenheck	SPA200C					
Kalaheo Elementary School	New Administration Building	Greenheck Exhaust Fan (CNC Staff Office), Model SPA200		Greenheck	SPA200					
Kalaheo Elementary School	New Administration Building	Greenheck Exhaust Fan 4 (Office), Model CSPA290		Greenheck	CSPA290					
Kalaheo Elementary School	New Administration Building	Greenheck Exhaust Fan (Office), Model CSPA410		Greenheck	CSPA410					
Kalaheo Elementary School	New Administration Building	Greenheck Exhaust Fan (Office), Model CSPA510		Greenheck	CSPA510					
Kalaheo Elementary School	New Administration Building	Greenheck Exhaust Fan 2 (Office), Model N/A		Greenheck	N/A					
Kalaheo Elementary School	New Administration Building	Greenheck Exhaust Fan 3 (Office), Model N/A		Greenheck	N/A					
Kalaheo Elementary School	New Administration Building	Trane Summit Energy Management System Controller (DDC), Model N/A		Trane	N/A					
Kilauea Elementary School	New Cafeteria Building	Greenheck Supply Fan (Cafeteria Ceiling), Model BSQ-200-30		Greenheck	BSQ-200-30					
Kilauea Elementary School	New Cafeteria Building	Greenheck Supply Fan (Cafeteria Ceiling), Model BSQ-200-30		Greenheck	BSQ-200-30					
Kilauea Elementary School	New Cafeteria Building	Greenheck Exhaust Fan PRV 1 (Cafeteria Roof), Model CUBE-360XP-30-6	PRV-1	Greenheck	CUBE-360XP-30-6					
Kilauea Elementary School	New Cafeteria Building	Greenheck Exhaust Fan PRV 2 (Cafeteria Roof), Model CUBE-360XP-30-6	PRV-2	Greenheck	CUBE-360XP-30-6					
Kilauea Elementary School	New Cafeteria Building	Greenheck Exhaust Fan PRV 3(Cafeteria Ceiling), Model CUBE-180-5	PRV-3	Greenheck	CUBE-180-5					
Kilauea Elementary School	New Cafeteria Building	Greenheck Exhaust Fan (Cafeteria Ceiling), Model N/A		Greenheck	N/A					
Kilauea Elementary School	New Cafeteria Building	Greenheck Exhaust Fan (Cafeteria Ceiling), Model N/A		Greenheck	N/A					
Kilauea Elementary School	New Cafeteria Building	Greenheck Exhaust Fan (Cafeteria Ceiling), Model N/A		Greenheck	N/A					
Kilauea Elementary School	New Administration Building	Mitsubishi, Model SLZ-KA12NA		Mitsubishi	SLZ-KA12NA					
Kilauea Elementary School	New Administration Building	Mitsubishi, Model SLZ-KA12NA		Mitsubishi	SLZ-KA12NA					
Kilauea Elementary School	New Administration Building	Mitsubishi, Model SLZ-KA12NA		Mitsubishi	SLZ-KA12NA					
Kilauea Elementary School	New Administration Building	Mitsubishi, Model SUZ-KA12NA		Mitsubishi	SLZ-KA12NA					
Kilauea Elementary School	New Administration Building	Mitsubishi, Model SUZ-KA12NA		Mitsubishi	SLZ-KA12NA					
Kilauea Elementary School	New Administration Building	Mitsubishi, Model SUZ-KA12NA		Mitsubishi	SLZ-KA12NA					
Kilauea Elementary School	New Administration Building	Cook Supply Fan, Model 70SQN10D			70SQN10D					
Kilauea Elementary School	New Administration Building	Cook Supply Fan, Model 70SQN10D			70SQN10D					
Kilauea Elementary School	New Administration Building	Cook Exhaust Fan, Model GC-622			GC-622					
Kilauea Elementary School	New Administration Building	Cook Exhaust Fan, Model GC-622			GC-622					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Air Cooled Chiller (CH-1), Carrier, Model 30GTN070-H620CZ	CHI-1	Carrier	30GTN070-H620CZ					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Chill Water Pump (CHWP-1), Paco	CHWP-1	Paco						
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Heat Exchanger (HE-1), Heat Harvester Refrigeration Heat Recovery Unit, Model E-60	HE-1	Heat Harvester	E-60					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Expansion Tank (ET-1), Amtrol Inc., Model SX-60V	ET-1	Amtrol Inc.	SX-60V					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Air Handling Unit (AHU-B1), Carrier, Model 39TH26L	AHU-B1	Carrier	39TH26L					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Air Handling Unit (AHU-B2), Carrier, Model 39LA06	AHU-B2	Carrier	39LA06					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Air Cooled Condensing Units (ACCU), Carrier, Model 38HDC036321		Carrier	38HDC036321					

Group A: Hawaii State Department of Education Schools	Building	Equipment Description	Equipment Number	Manufacturer	Model Number	Monthly Service (Price shall include total of 12 service cycles per year)	Quarterly Service (Price shall include total of 4 service cycles per year)	Semi-Annual Service (Price shall include total of 2 service cycle per year)	Annual Service (Price shall include total of 1 service cycle per year)	Eddy Current Testing (First Year then Every Five Years)
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Air Cooled Condensing Units (ACCU), Carrier, Model 38HDC036321		Carrier	38HDC036321					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Air Cooled Condensing Units (ACCU), Carrier, Model 38HDC036321		Carrier	38HDC036321					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Air Cooled Condensing Units (ACCU), Carrier, Model 38HDC036321		Carrier	38HDC036321					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Fan Coil Units (FCU), Carrier, Model 40QKB 036		Carrier	40QKB 036					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Fan Coil Units (FCU), Carrier, Model 40QKB 036		Carrier	40QKB 036					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Fan Coil Units (FCU), Carrier, Model 40QKB 036		Carrier	40QKB 036					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Fan Coil Units (FCU), Carrier, Model 40QKB 036		Carrier	40QKB 036					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Electric Duct Heater (RH-B1), Brasch, 'Type S', Slip-in	RH-B1	Brasch						
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Air Handling Unit (AHU-J1), Carrier, Model 39TH26L	AHU-J1	Carrier	39TH26L					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					

Group A: Hawaii State Department of Education Schools	Building	Equipment Description	Equipment Number	Manufacturer	Model Number	Monthly Service (Price shall include total of 12 service cycles per year)	Quarterly Service (Price shall include total of 4 service cycles per year)	Semi-Annual Service (Price shall include total of 2 service cycle per year)	Annual Service (Price shall include total of 1 service cycle per year)	Eddy Current Testing (First Year then Every Five Years)
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building B, J, and K (Library, Music and Mechanical)	Variable Air Volume Terminal (VAV), Carrier, Model 35DA		Carrier	35DA					
Chiefess Kamakahelei Middle School	Building A (Special Needs Classroom)	Fujitsu Model AOU30CLS, ACCU		Fujitsu	AOU30CLS					
Chiefess Kamakahelei Middle School	Building A (Special Needs Classroom)	Fujitsu Model AOU30CLS, ACCU		Fujitsu	AOU30CLS					
Chiefess Kamakahelei Middle School	Building A (Special Needs Classroom)	Fujitsu Model AOU30CLS, ACCU		Fujitsu	AOU30CLS					
Chiefess Kamakahelei Middle School	Building A (Special Needs Classroom)	Fujitsu Model ASU30CLS, FCU		Fujitsu	AOU30CLS					
Chiefess Kamakahelei Middle School	Building A (Special Needs Classroom)	Fujitsu Model ASU30CLS, FCU		Fujitsu	AOU30CLS					
Chiefess Kamakahelei Middle School	Building A (Special Needs Classroom)	Fujitsu Model ASU30CLS, FCU		Fujitsu	AOU30CLS					
Chiefess Kamakahelei Middle School	Building H (Practical Arts)	Air Cooled Condensing Units (ACCU), York, Model H2DB060S25A		York	H2DB060S25A					
Chiefess Kamakahelei Middle School	Building H (Practical Arts)	Air Cooled Condensing Units (ACCU), York, Model H2DB060S25A		York	H2DB060S25A					
Chiefess Kamakahelei Middle School	Building H (Practical Arts)	Air Handling Units (AHU), York, Model F2FP060H06		York	F2FP060H06					
Chiefess Kamakahelei Middle School	Building H (Practical Arts)	Air Handling Units (AHU), York, Model F2FP060H06		York	F2FP060H06					
Chiefess Kamakahelei Middle School	Building C (Cafeteria)	Greenheck Model GB-300-7, Exhaust Fan		Greenheck	GB-300-7					
Chiefess Kamakahelei Middle School	Building C (Cafeteria)	Greenheck Model CUBE-240HP-20-G, Exhaust Fan		Greenheck	CUBE-240HP-20-G					
Chiefess Kamakahelei Middle School	Building C (Cafeteria)	Greenheck Model CUBE-240HP-20-G, Exhaust Fan		Greenheck	CUBE-240HP-20-G					
Chiefess Kamakahelei Middle School	Building C (Cafeteria)	Greenheck Model CUBE-240HP-20-G, Exhaust Fan		Greenheck	CUBE-240HP-20-G					
Chiefess Kamakahelei Middle School	Building C (Cafeteria)	Greenheck Model CUBE-240HP-20-G, Exhaust Fan		Greenheck	CUBE-240HP-20-G					
Chiefess Kamakahelei Middle School	Building C (Cafeteria)	Supply Fan (SF-C1), Carrier, Model 39TH26	SF-C1	Carrier	39TH26					
Chiefess Kamakahelei Middle School	Trailer	Packaged Unit	PACU-1	Bard						
Kapaa Elementary School	Building A (Computer Room)	FAN COIL UNIT (DX)	FCU-A14	Mitsubishi	MSY-D36NA					
Kapaa Elementary School	Building A (Computer Room)	AIR COOLED CONDENSING UNIT	ACCU-A14	Mitsubishi	MUY-D36NA					
Kapaa Elementary School	Building D (Cafeteria)	Greenheck Model GB 260-10, Exhaust Fan		Greenheck	GB 260-10					
Kapaa Elementary School	Building D (Cafeteria)	Greenheck Model CUBE-180-10-G, Exhaust Fan		Greenheck	CUBE-180-10-G					
Kapaa Elementary School	Building D (Cafeteria)	Greenheck Model BSQ-240-5, Supply Fan		Greenheck	BSQ-240-5					
Kapaa Elementary School	M1	PACKAGED UNIT	PACU-M1A	BARD						
Kapaa Elementary School	M1	PACKAGED UNIT	PACU-M1B	BARD						
Kapaa Elementary School	M2	PACKAGED UNIT	PACU-M2A	MARVAIR						
Kapaa Elementary School	M2	PACKAGED UNIT	PACU-M2B	MARVAIR						
Kapaa Elementary School	M3	PACKAGED UNIT	PACU-M3	MARVAIR						
Kapaa Elementary School	M4	PACKAGED UNIT	PACU-M4	MARVAIR						
Kapaa Elementary School	M5	PACKAGED UNIT	PACU-M5	MARVAIR						
Kapaa Elementary School	M6	PACKAGED UNIT	PACU-M6	BARD						
Kapaa Elementary School	M7	PACKAGED UNIT	PACU-M7	BARD						
Kapaa Elementary School	M8	PACKAGED UNIT	PACU-M8	BARD						

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Kapaa Elementary School	M9	PACKAGED UNIT	PACU-M9	BARD						
Kapaa Elementary School	M10	PACKAGED UNIT	PACU-M10	BARD						
Kapaa Elementary School	M11	PACKAGED UNIT	PACU-M11	BARD						
Kapaa Elementary School	Portable PM-407	Marvair Model AVP42ACA00NBU-1000B3, PACU		Marvair	AVP42ACA00NBU-1000B3					
Kapaa Elementary School	Portable PM-408	Bard Model BAWA36A10XX4, PACU		Bard						
Kapaa Elementary School	Portable PM-409	Marvair Model AVP42ACA00NBU-1000B3, PACU		Marvair	AVP42ACA00NBU-1000B3					
Kapaa Elementary School	Portable PM-410	Bard Model BAWA36A10XX4, PACU		Bard	BAWA36A10XX4					
Kapaa Elementary School	Portable PM-411	Bard Model BAWA36A10XX4, PACU		Bard	BAWA36A10XX4					
Kapaa Elementary School	Portable PM-412	Bard Model WA37A10XX4, PACU		Bard	WA37A10XX4					
Kapaa Elementary School	Portable PM-413	Bard Model BAWA24A10XX4, PACU		Bard	BAWA24A10XX4					
Kapaa Elementary School	Portable PM-413	Bard Model BAWA24A10XX4, PACU		Bard	BAWA24A10XX4					
Kapaa Elementary School	Portable PM-414	Marvair Compact II Model AYP042ACA00BU, PACU		Marvair	AYP042ACA00BU					
Kapaa Elementary School	Portable PM-415	Marvair Compact II Model AYP042ACA00BU, PACU		Marvair	AYP042ACA00BU					
Kapaa Elementary School	Portable PM-416	Marvair Model AVP42ACA00NBU-1000B3, PACU		Marvair	AVP42ACA00NBU-1000B3					
Kapaa Elementary School	Portable PM-417	Marvair Model AVP42ACA00NBU-1000B3, PACU		Marvair	AVP42ACA00NBU-1000B3					
Kapaa Elementary School	Portable PM-419	Bard Model 77AW48AA0ZPXX, PACU		Bard	77AW48AA0ZPXX					
Kapaa Elementary School	Library	Variable Air Volume Unit (VAV), Carrier Model 35ED-08		Carrier	35ED-08					
Kapaa Elementary School	Library	Variable Air Volume Unit (VAV), Carrier Model 35ED-10		Carrier	35ED-10					
Kapaa Elementary School	Library	Variable Air Volume Unit (VAV), Carrier Model 35ED-06		Carrier	35ED-06					
Kapaa Elementary School	Library	Variable Air Volume Unit (VAV), Carrier Model 35ED-06		Carrier	35ED-06					
Kapaa Elementary School	Library	Variable Air Volume Unit (VAV), Carrier Model 35ED-04		Carrier	35ED-04					
Kapaa Elementary School	Library	Variable Air Volume Unit (VAV), Carrier Model 35ED-10		Carrier	35ED-10					
Kapaa Elementary School	Library	Variable Air Volume Unit (VAV), Carrier Model 35ED-10		Carrier	35ED-10					
Kapaa Elementary School	Library	Variable Air Volume Unit (VAV), Carrier Model 35ED-10		Carrier	35ED-10					
Kapaa Elementary School	Library	Variable Air Volume Unit (VAV), Carrier Model 35ED-09		Carrier	35ED-09					
Kapaa Elementary School	Library	Carrier Model 09DPS01867-10100, ACC		Carrier	09DPS01867-10100					
Kapaa Elementary School	Library	Carrier Model 50XCR16AAPH6FA-2BA, PACU		Carrier	50XCR16AAPH6FA-2BA					
Kapaa Elementary School	Library	Carrier Model 38MAQB24R—3, PACU		Carrier	38MAQB24R—3					
Kapaa Elementary School	Library	Carrier Model 40MBCQ24—3, FCU		Carrier	40MBCQ24—3					
Kapaa Elementary School	Library	Loren Cook Model GEMINI GC-148, Exhaust Fan		Loren Cook	GEMINI GC-148					
Kapaa Elementary School	Library	Loren Cook Model GEMINI GC-148, Exhaust Fan		Loren Cook	GEMINI GC-149					
Kapaa Elementary School	Library	Loren Cook Model GEMINI GC-148, Exhaust Fan		Loren Cook	GEMINI GC-150					
Kapaa Elementary School	Library	Loren Cook Model GEMINI GC-822, Supply Fan		Loren Cook	GEMINI GC-151					
Kapaa Elementary School	Library	S and P USA Model TD-125, Supply Fan		S and P USA	TD-125					
Kapaa Elementary School	Library	Therma-Stor Model Santa Fe Compact 70, Dehumidifier		Therma-Stor	Santa Fe Compact 70					
Kapaa Middle School	Building A (Administration)	FAN COIL UNIT (DX)	FCU-A1	Mitsubishi	MSA09WA					
Kapaa Middle School	Building A (Administration)	AIR COOLED CONDENSING UNIT	ACCU-A1	Mitsubishi	MU-A09WA					
Kapaa Middle School	Building A (Administration)	Greenheck Model SP-108, Supply Fan		Greenheck	SP-108					
Kapaa Middle School	Building A (Administration)	FAN COIL UNIT (DX)	FCU-A2	FUJITSU	ASU24RLF					
Kapaa Middle School	Building A (Administration)	AIR COOLED CONDENSING UNIT	ACCU-A2	FUJITSU	AOU24RLXFW					
Kapaa Middle School	Building C (Cafeteria)	Greenheck Model GB-180-4, Exhaust Fan		Greenheck	GB-180-4					
Kapaa Middle School	Building C (Cafeteria)	Greenheck Model GB-300-7, Exhaust Fan		Greenheck	GB-300-7					
Kapaa Middle School	Building C (Cafeteria)	Greenheck Model GB-180-3, Exhaust Fan		Greenheck	GB-180-3					
Kapaa Middle School	Building C (Cafeteria)	Greenheck Model GB-180-3, Exhaust Fan		Greenheck	GB-180-3					
Kapaa Middle School	Building C (Cafeteria)	Greenheck Model CUBE-300-30-G, Exhaust Fan		Greenheck	CUBE-300-30-G					
Kapaa Middle School	Building C (Cafeteria)	Greenheck Model CUBE-300-30-G, Exhaust Fan		Greenheck	CUBE-300-30-G					
Kapaa Middle School	Building C (Cafeteria)	Trane Unit size 14 Make-up Air Fan Units		Trane						
Kapaa Middle School	Building C (Cafeteria)	Trane Unit size 14 Make-up Air Fan Units		Trane						
Kapaa Middle School	Building D (Music)	AIR COOLED CONDENSING UNIT	ACCU-D1	Trane	TTA120B400BB					
Kapaa Middle School	Building D (Music)	AIR COOLED CONDENSING UNIT	ACCU-D2	Trane	TTA120B400BB					
Kapaa Middle School	Building D (Music)	AIR HANDLING UNIT (DX)	AHU-D1	Trane	MCCA017					
Kapaa Middle School	Building D (Music)	Trane Unit Size 17, AHU		Trane						
Kapaa Middle School	Building D (Music)	Trane Unit Size 17, AHU		Trane						
Kapaa Middle School	Building D (Music)	Trane Unit Size 17, AHU		Trane						
Kapaa Middle School	Building D (Music)	Trane Unit Size 17, AHU		Trane						
Kapaa Middle School	Building D (Music)	Trane Unit Size 17, AHU		Trane						
Kapaa Middle School	Building D (Music)	Trane Unit Size 17, AHU		Trane						
Kapaa Middle School	Building D (Music)	Trane Unit Size 17, AHU		Trane						
Kapaa Middle School	Building D (Music)	Trane Unit Size 17, AHU		Trane						
Kapaa Middle School	Building F (Technology Center)	AIR COOLED CONDENSING UNIT	ACCU-F1	York	HIDBO48S46B					

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Kapaa Middle School	Building F (Technology Center)	AIR COOLED CONDENSING UNIT	ACCU-F2	York	HIDBO48S46B					
Kapaa Middle School	Building F (Technology Center)	AIR HANDLING UNIT (DX)	AHU-F1	York						
Kapaa Middle School	Building F (Technology Center)	AIR HANDLING UNIT (DX)	AHU-F2	York						
Kapaa Middle School	Building F (Technology Center)	Trane Unit Size 3, AHU		Trane						
Kapaa Middle School	Building F (Technology Center)	Trane Unit Size 3, AHU		Trane						
Kapaa Middle School	Building F (Technology Center)	Slip-in Type Reheat Coil, Warren Manufacturing Co., Inc., Model CBK		Warren Manufacturing Co., Inc	CBK					
Kapaa Middle School	Building F (Technology Center)	Slip-in Type Reheat Coil, Warren Manufacturing Co., Inc., Model CBK		Warren Manufacturing Co., Inc	CBK					
Kapaa Middle School	Building I (Computer Room)	AIR COOLED CONDENSING UNIT	ACCU-I1	York	YCHD48S44S1					
Kapaa Middle School	Building I (Computer Room)	FAN COIL UNIT (DX)	FCU-I1	York	AVY60D3XH21					
Kapaa Middle School	Building I (Computer Room)	Slip-in Type Reheat coil, Warren Manufacturing Co., Inc., Model CBK		Warren Manufacturing Co., Inc	CBK					
Kapaa Middle School	Building B (Library)	AIR COOLED CONDENSING UNIT	ACCU-B3	Trane	TTA180B400CB					
Kapaa Middle School	Building B (Library)	AIR COOLED CONDENSING UNIT	ACCU-B4	Trane	TTA180B400CB					
Kapaa Middle School	Building B (Library)	Trane Unit Size 25, AHU	AHU-B1	Trane	MCCA025					
Kapaa Middle School	Building B (Library)	FAN COIL UNIT (DX)	FCU-B2	York	N4AHD16					
Kapaa Middle School	Building B (Library)	FAN COIL UNIT (DX)	FCU-B1	York	N4AHD20A					
Kapaa Middle School	Building B (Library)	AIR COOLED CONDENSING UNIT	ACCU-B2	York	HID3048S46B					
Kapaa Middle School	Building B (Library)	AIR COOLED CONDENSING UNIT	ACCU-B1	York	HIDBO60S46B					
Kapaa Middle School	Building B (Library)	Slip-in Type Reheat Coil, Warren Manufacturing Co., Inc., Model CBK		Warren Manufacturing Co., Inc	CBK					
Kapaa Middle School	Building B (Library)	Trane Variable air Volume Terminal Units with independent controls and transformers		Trane						
Kapaa Middle School	Building B (Library)	Trane Variable air Volume Terminal Units with independent controls and transformers		Trane						
Kapaa Middle School	Building B (Library)	Trane Variable air Volume Terminal Units with independent controls and transformers		Trane						
Kapaa Middle School	Building B (Library)	Trane Variable air Volume Terminal Units with independent controls and transformers		Trane						
Kapaa Middle School	Building B (Library)	Trane Variable air Volume Terminal Units with independent controls and transformers		Trane						
Kapaa Middle School	Building B (Library)	Trane Variable air Volume Terminal Units with independent controls and transformers		Trane						
Kapaa Middle School	Building B (Library)	Trane Variable air Volume Terminal Units with independent controls and transformers		Trane						
Kapaa Middle School	Building B (Library)	Trane Variable air Volume Terminal Units with independent controls and transformers		Trane						
Kapaa High School	Building L (Library)	Magic Aire Model 36-HBA, FCU		Magic Aire	36-HBA					
Kapaa High School	Building L (Library)	Magic Aire Model 36-HBA, FCU		Magic Aire	36-HBA					
Kapaa High School	Building L (Library)	Magic Aire Model 36-HBA, FCU		Magic Aire	36-HBA					
Kapaa High School	Building L (Library)	Magic Aire Model 36-HBA, FCU		Magic Aire	36-HBA					
Kapaa High School	Building L (Library)	Magic Aire Model 36-HBA, FCU		Magic Aire	36-HBA					
Kapaa High School	Building L (Library)	Magic Aire Model 36-HBA, FCU		Magic Aire	36-HBA					
Kapaa High School	Building L (Library)	Magic Aire Model 36-HBA, FCU		Magic Aire	36-HBA					
Kapaa High School	Building L (Library)	Magic Aire Model 36-HBA, FCU		Magic Aire	36-HBA					
Kapaa High School	Building L (Library)	Magic Aire Model 36-HBA, FCU		Magic Aire	36-HBA					
Kapaa High School	Building L (Library)	Chill Water Pump								
Kapaa High School	Building L (Library)	York Model YCALOO40SC46XAA, Chiller		York	YCALOO40SC46XAA					
Kapaa High School	Building C (Dining Room)	FAN COIL UNIT (DX)	FCU-1	DAIKIN	FTX36NVJU					
Kapaa High School	Building C (Dining Room)	FAN COIL UNIT (DX)	FCU-2	DAIKIN	FTX36NVJU					
Kapaa High School	Building C (Dining Room)	FAN COIL UNIT (DX)	FCU-3	DAIKIN	FTX36NVJU					
Kapaa High School	Building C (Dining Room)	FAN COIL UNIT (DX)	FCU-4	DAIKIN	FTX36NVJU					
Kapaa High School	Building C (Dining Room)	FAN COIL UNIT (DX)	FCU-5	DAIKIN	FTX36NVJU					
Kapaa High School	Building C (Dining Room)	FAN COIL UNIT (DX)	FCU-6	DAIKIN	FTX36NVJU					
Kapaa High School	Building C (Dining Room)	FAN COIL UNIT (DX)	FCU-7	DAIKIN	FTX36NVJU					

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Kapaa High School	Building C (Dining Room)	FAN COIL UNIT (DX)	FCU-8	DAIKIN	FTX36NVJU					
Kapaa High School	Building C (Dining Room)	FAN COIL UNIT (DX)	FCU-9	DAIKIN	FTX36NVJU					
Kapaa High School	Building C (Dining Room)	FAN COIL UNIT (DX)	FCU-10	DAIKIN	FTX36NVJU					
Kapaa High School	Building C (Dining Room - Roof)	AIR COOLED CONDENSING UNIT	ACCU-1	DAIKIN	RK36NMVJU					
Kapaa High School	Building C (Dining Room - Roof)	AIR COOLED CONDENSING UNIT	ACCU-2	DAIKIN	RK36NMVJU					
Kapaa High School	Building C (Dining Room - Roof)	AIR COOLED CONDENSING UNIT	ACCU-3	DAIKIN	RK36NMVJU					
Kapaa High School	Building C (Dining Room - Roof)	AIR COOLED CONDENSING UNIT	ACCU-4	DAIKIN	RK36NMVJU					
Kapaa High School	Building C (Dining Room - Roof)	AIR COOLED CONDENSING UNIT	ACCU-5	DAIKIN	RK36NMVJU					
Kapaa High School	Building C (Dining Room - Roof)	AIR COOLED CONDENSING UNIT	ACCU-6	DAIKIN	RK36NMVJU					
Kapaa High School	Building C (Dining Room - Roof)	AIR COOLED CONDENSING UNIT	ACCU-7	DAIKIN	RK36NMVJU					
Kapaa High School	Building C (Dining Room - Roof)	AIR COOLED CONDENSING UNIT	ACCU-8	DAIKIN	RK36NMVJU					
Kapaa High School	Building C (Dining Room - Roof)	AIR COOLED CONDENSING UNIT	ACCU-9	DAIKIN	RK36NMVJU					
Kapaa High School	Building C (Dining Room - Roof)	AIR COOLED CONDENSING UNIT	ACCU-10	DAIKIN	RK36NMVJU					
Kapaa High School	Building C (Cafeteria)	Roof-Mounted Exhaust Fan								
Kapaa High School	Building H (Music)	PACKAGED UNIT	PAC-1	TRANE	TCH301C400CA					
Kapaa High School	Building H (Music)	ACU, Carrier Model 50DWO28-C6, Packaged Horizontal AC Unit		Carrier	50DWO28-C6					
Kapaa High School	Building H (Music)	Excess Air Exhaust Fans								
Kapaa High School	Building H (Music)	Excess Air Exhaust Fans								
Kapaa High School	Building D (Media and Computer Lab)	AIR COOLED CONDENSING UNIT	ACCU-1	Mitsubishi	PURY-P72YJMU					
Kapaa High School	Building D (Media and Computer Lab)	FAN COIL UNIT (DX)	FCU-1-1	Mitsubishi	PLFY-P18NBMU					
Kapaa High School	Building D (Media and Computer Lab)	FAN COIL UNIT (DX)	FCU-1-2	Mitsubishi	PLFY-P18NBMU					
Kapaa High School	Building D (Media and Computer Lab)	FAN COIL UNIT (DX)	FCU-1-3	Mitsubishi	PLFY-P18NBMU					
Kapaa High School	Building D (Media and Computer Lab)	FAN COIL UNIT (DX)	FCU-1-4	Mitsubishi	PLFY-P18NBMU					
Kapaa High School	Building D (Media and Computer Lab)	FAN COIL UNIT (DX)	FCU-1-5	Mitsubishi	PEFY-P12NMAU					
Kapaa High School	Building D (Media and Computer Lab)	FAN COIL UNIT (DX)	FCU-1-6	Mitsubishi	PEFY-P12NMAU					
Kapaa High School	Mokihana Trailer	PACKAGED UNIT	PACU-1	Bard	WA242A10XX4XXX					
Kapaa High School	Weight Room	FAN COIL UNIT (DX)	FCU-1	DAIKIN						
Kapaa High School	Weight Room	AIR COOLED CONDENSING UNIT	ACCU-1	DAIKIN	RK36NMVJUA					
Kapaa High School	P140	FAN COIL UNIT (DX)	FCU-1	FUJITSU	ABU24RULX					
Kapaa High School	P140	AIR COOLED CONDENSING UNIT	ACCU-1	FUJITSU	AOU24RLX					
Kapaa High School	P160	FAN COIL UNIT (DX)	FCU-1	FUJITSU	ABU24RULX					
Kapaa High School	P160	AIR COOLED CONDENSING UNIT	ACCU-1	FUJITSU	AOU24RLX					
Kauai High School	Building C (Cafeteria)	Roof-Mounted Exhaust Fan								
Kauai High School	Building C (Cafeteria)	Roof-Mounted Exhaust Fan								
Kauai High School	Building C (Cafeteria)	Roof-Mounted Exhaust Fan								
Kauai High School	Building C (Cafeteria)	Roof-Mounted Exhaust Fan								
Kauai High School	Building C (Cafeteria)	Roof-Mounted Exhaust Fan								
Kauai High School	Building C (Cafeteria)	Roof-Mounted Exhaust Fan								
Kauai High School	Building I (Classroom 137)	FAN COIL UNIT (DX)	FCU-1	Mitsubishi						
Kauai High School	Building I (Classroom 137)	FAN COIL UNIT (DX)	FCU-2	Mitsubishi						
Kauai High School	Building I (Roof)	AIR COOLED CONDENSING UNIT	ACCU-1	Mitsubishi						
Kauai High School	Building I (Roof)	AIR COOLED CONDENSING UNIT	ACCU-2	Mitsubishi						
Kauai High School	Building I (Special Needs Classroom)	Mitsubishi Model PUY-A24NHA2, Ductless ACU		Mitsubishi	PUY-A24NHA2					
Kauai High School	Building I (Special Needs Classroom)	Mitsubishi Model PUY-A24NHA2, Ductless ACU		Mitsubishi	PUY-A24NHA2					
Kauai High School	Building I (Special Needs Classroom)	Greenheck Model CSP-A780, Supply Fan		Greenheck	CSP-A780					
Kauai High School	Building I (Special Needs Classroom)	Greenheck Model CSP-A780, Supply Fan		Greenheck	CSP-A780					
Kauai High School	Building M (Music)	Carrier Package Unit, Model 50TCD24CFA514405		Carrier	50TCD24CFA514405					

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Kauai High School	Building Q (Library)	Carrier Model 50TCD14A2A6A0A0A0, Single Packaged Cooling Unit		Carrier	50TCD14A2A6A0A0A0					
Kauai High School	Building Q (Library)	York Model DH090C, PACU		York	DH090C					
Kauai High School	Building Q (Library)	York Model DH090C, PACU		York	DH090C					
Kauai High School	Building R (Bandroom)	AIR COOLED CONDENSING UNIT	ACCU-1	Carrier	24ABB542A0050810					
Kauai High School	Building R (Bandroom)	Carrier Model 39LA03AABKAGH1B9, AHU		Carrier	39LA03AABKAGH1B9					
Kauai High School	Building R (Bandroom)	PACKAGED UNIT		Carrier	50TCD12A1A5A0A0A0					
Kauai High School	Building R	FAN COIL UNIT (DX)	FCU-1	Carrier	40RUAA07A2A6-0A1A0					
Kauai High School	Building T (Technology)	AIR COOLED CONDENSING UNIT	ACCU-1	Carrier	38AUZA07A0A5A0A0A1					
Kauai High School	Building T (Technology)	AIR COOLED CONDENSING UNIT	ACCU-2	Carrier	38AUZA08A0A5A0A0A1					
Kauai High School	Building T (Technology)	AIR COOLED CONDENSING UNIT	ACCU-3	Carrier	24ANB636A300					
Kauai High School	Building T (Technology)	AIR HANDLING UNIT (DX)	AHU-1	Carrier	FV4CNF005					
Kauai High School	Building T (Technology)	AIR HANDLING UNIT (DX)	AHU-2	Carrier	40RUAA08A2A6-0A1A0					
Kauai High School	Building T (Technology)	FAN COIL UNIT (DX)	FCU-1	Carrier	40RUAA07A2A6-0A1A0					
Kauai High School	Mokihana Trailer	PACKAGED UNIT	PACU-1	Bard	WA241-A10					
Kauai High School	Hina Mauka Trailer	PACKAGED UNIT	PACU-1	Bard	WA241-A10					
Kauai High School	New Gymnasium	Mitsubishi Model PUHY-P72TNU-A, ACCU		Mitsubishi	PUHY-P72TNU-A					
Kauai High School	New Gymnasium	Mitsubishi Model PUY-A12NKA7-BS, ACCU		Mitsubishi	PUY-A12NKA7-BS					
Kauai High School	New Gymnasium	Mitsubishi Model PUY-A12NKA7-BS, ACCU		Mitsubishi	PUY-A12NKA7-BS					
Kauai High School	New Gymnasium	Greenheck Model CUBE-140-7-1-22-X, Exhaust Fan		Greenheck	CUBE-140-7-1-22-X					
Kauai High School	New Gymnasium	Greenheck Model CUBE-140-7-1-22-X, Exhaust Fan		Greenheck	CUBE-140-7-1-22-X					
Kauai High School	New Gymnasium	Greenheck Model CUBE-140-7-1-22-X, Exhaust Fan		Greenheck	CUBE-140-7-1-22-X					
Kauai High School	New Gymnasium	Greenheck Model CUBE-140-7-1-22-X, Exhaust Fan		Greenheck	CUBE-140-7-1-22-X					
Kauai High School	New Gymnasium	Greenheck Model CUBE-099-4-1-19-X, Exhaust Fan		Greenheck	CUBE-099-4-1-19-X					
Kauai High School	New Gymnasium	Greenheck Model CUBE-099-4-1-19-X, Exhaust Fan		Greenheck	CUBE-099-4-1-19-X					
Kauai High School	New Gymnasium	Greenheck Model CUBE-099-4-1-19-X, Exhaust Fan		Greenheck	CUBE-099-4-1-19-X					
Kauai High School	New Gymnasium	Greenheck Model CUBE-100-4-1-19-X, Exhaust Fan		Greenheck	CUBE-100-4-1-19-X					
Kauai High School	New Gymnasium	Greenheck Model CUBE-100-4-1-19-X, Exhaust Fan		Greenheck	CUBE-100-4-1-19-X					
Kauai High School	New Gymnasium	Panasonic Model RG-C811 HA, Exhaust Fan		Panasonic	RG-C811 HA					
Kauai High School	New Gymnasium	Greenheck Model SQ-70-X, Supply Fan		Greenheck	SQ-70-X					
Kauai High School	New Gymnasium	Greenheck Model SQ-70-X, Supply Fan		Greenheck	SQ-70-X					
Kauai High School	New Gymnasium	Greenheck Model SQ-60-X, Supply Fan		Greenheck	SQ-60-X					
Kauai High School	New Gymnasium	Greenheck Model SQ-60-X, Supply Fan		Greenheck	SQ-60-X					
Kauai High School	New Gymnasium	Greenheck Model SQ-60-X, Supply Fan		Greenheck	SQ-60-X					
Kauai High School	New Gymnasium	Greenheck Model SQ-60-X, Supply Fan		Greenheck	SQ-60-X					
Kauai High School	New Gymnasium	Mitsubishi Model PLFY-P08WFMU-E, FCU		Mitsubishi	PLFY-P08WFMU-E					
Kauai High School	New Gymnasium	Mitsubishi Model PLFY-P08WFMU-E, FCU		Mitsubishi	PLFY-P08WFMU-E					
Kauai High School	New Gymnasium	Mitsubishi Model PLFY-EP36NEMU-E, FCU		Mitsubishi	PLFY-EP36NEMU-E					
Kauai High School	New Gymnasium	Mitsubishi Model PLFY-EP18NEMU-E, FCU		Mitsubishi	PLFY-EP18NEMU-E					
Kauai High School	New Gymnasium	Mitsubishi Model PLFY-EP12NEMU-E, FCU		Mitsubishi	PLFY-EP12NEMU-E					
Kauai High School	New Gymnasium	Mitsubishi Model PLA-A12EA7, FCU		Mitsubishi	PLA-A12EA7					
Kauai High School	New Gymnasium	Mitsubishi Model PLA-A12EA7, FCU		Mitsubishi	PLA-A12EA7					
King Kaumualii Elementary School	Building A (Administration)	Carrier Package Unit, Model 50XCA06AAPE5ABE0AA	ACU-1	Carrier	50XCA06AAPE5ABE0AA					
King Kaumualii Elementary School	Building A (Administration)	Carrier Package Unit, Model 50XCA08AAPF5ABF0AA	ACU-2	Carrier	50XCA08AAPF5ABF0AA					
King Kaumualii Elementary School	Building B (Library)	Trane Model SCH 150, PACU	PAC-1	Trane	SC1H15033A01010					
King Kaumualii Elementary School	Building B (Library)	Trane Model SCH 100, PACU	PAC-2	Trane	SC1H10033A01010					
King Kaumualii Elementary School	Building B (Library)	AIR COOLED CONDENSING UNIT	OU-2	Mitsubishi	PC-36EK					
King Kaumualii Elementary School	Building B (Library)	FAN COIL UNIT (DX)	IU-2	Mitsubishi	PC-36EK					
King Kaumualii Elementary School	Building B (Library)	AIR COOLED CONDENSING UNIT	OU-1	Daikin	RK36NMVJUA					
King Kaumualii Elementary School	Building B (Library)	FAN COIL UNIT (DX)	IU-1	Daikin						
King Kaumualii Elementary School	Building B (Library)	Greenheck Model SP-125, Exhaust Fan		Greenheck	SP-125					
King Kaumualii Elementary School	Building B (Library)	Greenheck Model SP-150, Exhaust Fan		Greenheck	SP-150					
King Kaumualii Elementary School	Building B (Library)	Duct Reheat Coil, Warren Model CBK Electric Duct Heater		Warren	CBK					
King Kaumualii Elementary School	Building B (Library)	Duct Reheat Coil, Warren Model CBK Electric Duct Heater		Warren	CBK					
King Kaumualii Elementary School	Building C (Dining Room)	FAN COIL UNIT (DX)	FCU-1	DAIKIN	FTX36NVJU					
King Kaumualii Elementary School	Building C (Dining Room)	FAN COIL UNIT (DX)	FCU-2	DAIKIN	FTX36NVJU					
King Kaumualii Elementary School	Building C (Dining Room)	FAN COIL UNIT (DX)	FCU-3	DAIKIN	FTX36NVJU					
King Kaumualii Elementary School	Building C (Dining Room)	FAN COIL UNIT (DX)	FCU-4	DAIKIN	FTX36NVJU					
King Kaumualii Elementary School	Building C (Dining Room)	FAN COIL UNIT (DX)	FCU-5	DAIKIN	FTX36NVJU					
King Kaumualii Elementary School	Building C (Dining Room)	FAN COIL UNIT (DX)	FCU-6	DAIKIN	FTX36NVJU					

Group A: Hawaii State Department of Education Schools	Building	Equipment Description	Equipment Number	Manufacturer	Model Number	Monthly Service (Price shall include total of 12 service cycles per year)	Quarterly Service (Price shall include total of 4 service cycles per year)	Semi-Annual Service (Price shall include total of 2 service cycle per year)	Annual Service (Price shall include total of 1 service cycle per year)	Eddy Current Testing (First Year then Every Five Years)
King Kaumualii Elementary School	Building C (Dining Room)	FAN COIL UNIT (DX)	FCU-7	DAIKIN	FTX36NVJU					
King Kaumualii Elementary School	Building C (Dining Room)	FAN COIL UNIT (DX)	FCU-8	DAIKIN	FTX36NVJU					
King Kaumualii Elementary School	Building C (Exterior)	AIR COOLED CONDENSING UNIT	ACCU-1	DAIKIN	RK36NMVJU					
King Kaumualii Elementary School	Building C (Exterior)	AIR COOLED CONDENSING UNIT	ACCU-2	DAIKIN	RK36NMVJU					
King Kaumualii Elementary School	Building C (Exterior)	AIR COOLED CONDENSING UNIT	ACCU-3	DAIKIN	RK36NMVJU					
King Kaumualii Elementary School	Building C (Exterior)	AIR COOLED CONDENSING UNIT	ACCU-4	DAIKIN	RK36NMVJU					
King Kaumualii Elementary School	Building C (Exterior)	AIR COOLED CONDENSING UNIT	ACCU-5	DAIKIN	RK36NMVJU					
King Kaumualii Elementary School	Building C (Exterior)	AIR COOLED CONDENSING UNIT	ACCU-6	DAIKIN	RK36NMVJU					
King Kaumualii Elementary School	Building C (Exterior)	AIR COOLED CONDENSING UNIT	ACCU-7	DAIKIN	RK36NMVJU					
King Kaumualii Elementary School	Building C (Exterior)	AIR COOLED CONDENSING UNIT	ACCU-8	DAIKIN	RK36NMVJU					
King Kaumualii Elementary School	Building C (Cafeteria)	Roof-Mounted Exhaust Fan								
King Kaumualii Elementary School	Building C (Cafeteria)	Roof-Mounted Exhaust Fan								
King Kaumualii Elementary School	Building C (Cafeteria)	Roof-Mounted Exhaust Fan								
King Kaumualii Elementary School	Building C (Cafeteria)	Roof-Mounted Exhaust Fan								
King Kaumualii Elementary School	Building C (Cafeteria)	Roof-Mounted Exhaust Fan								
King Kaumualii Elementary School	Building C (Cafeteria)	Roof-Mounted Exhaust Fan								
King Kaumualii Elementary School	Building C (Cafeteria)	York Model CSI 156, Supply Fan		York	CSI 156					
King Kaumualii Elementary School	Building C (Cafeteria)	York Model CSI 113, Supply Fan		York	CSI 113					
King Kaumualii Elementary School	Building C (Cafeteria)	Acme Model XB245K, Supply Fan		Acme	XB245K					
King Kaumualii Elementary School	Mokihana Trailer	PACKAGED UNIT	PACU-1	Bard	WA241-A00					
Kekaha Elementary School	Building B	FAN COIL UNIT (DX)	FCU-B1	DAIKIN	FHQ24PVJU					
Kekaha Elementary School	Building B	AIR COOLED CONDENSING UNIT	ACCU-B1	DAIKIN	RZR24PVJU					
Kekaha Elementary School	Building B	AIR COOLED CONDENSING UNIT	ACCU-B2A	MITSUBISHI	MUY-A24NA					
Kekaha Elementary School	Building B	AIR COOLED CONDENSING UNIT	ACCU-B2B	MITSUBISHI	MUY-GE24NA					
Kekaha Elementary School	Building B	AIR COOLED CONDENSING UNIT	ACCU-B2C	MITSUBISHI	MUY-GE24NA					
Kekaha Elementary School	Building B	FAN COIL UNIT (DX)	FCU-B2A	MITSUBISHI						
Kekaha Elementary School	Building B	FAN COIL UNIT (DX)	FCU-B2B	MITSUBISHI						
Kekaha Elementary School	Building B	FAN COIL UNIT (DX)	FCU-B2C	MITSUBISHI						
Kekaha Elementary School	BUILDING D	AIR COOLED CONDENSING UNIT	ACCU-D1	DAIKIN	RXYQ96TATJU					
Kekaha Elementary School	BUILDING D	FAN COIL UNIT (DX)	FCU-D101	DAIKIN	FXHQ36MVJU					
Kekaha Elementary School	BUILDING D	FAN COIL UNIT (DX)	FCU-D102	DAIKIN	FXHQ36MVJU					
Kekaha Elementary School	BUILDING D	FAN COIL UNIT (DX)	FCU-D103	DAIKIN	FXHQ36MVJU					
Kekaha Elementary School	BUILDING D	FAN COIL UNIT (DX)	FCU-D104	DAIKIN	FXHQ36MVJU					
Kekaha Elementary School	BUILDING F	AIR COOLED CONDENSING UNIT	ACCU-F1	DAIKIN	RXYQ96TATJU					
Kekaha Elementary School	BUILDING F	FAN COIL UNIT (DX)	FCU-F101	DAIKIN	FXHQ36MVJU					
Kekaha Elementary School	BUILDING F	FAN COIL UNIT (DX)	FCU-F102	DAIKIN	FXHQ36MVJU					
Kekaha Elementary School	BUILDING F	FAN COIL UNIT (DX)	FCU-F103	DAIKIN	FXHQ36MVJU					
Kekaha Elementary School	BUILDING F	FAN COIL UNIT (DX)	FCU-F104	DAIKIN	FXHQ36MVJU					
Kekaha Elementary School	Building B (Cafeteria)	Greenheck Model CUBE-240-7, Exhaust Fan		Greenheck	CUBE-240-7					
Kekaha Elementary School	Building G (Library)	Trane Modular Climate Unit, ACC		Trane						
Kekaha Elementary School	Building G (Library)	Trane Model CROF-2000-4ACA1-BG, Compressor		Trane	CROF-2000-4ACA1-BG					
Kekaha Elementary School	Building G (Library)	AIR HANDLING UNIT (DX)	AHU-G1	Trane						
Koloa Elementary School	BUILDING J	AIR COOLED CONDENSING UNIT	ACCU-1	MITSUBISHI	MUY-GL24NA					
Koloa Elementary School	BUILDING J	AIR COOLED CONDENSING UNIT	ACCU-2	MITSUBISHI	MUY-GL24NA					
Koloa Elementary School	BUILDING J	FAN COIL UNIT (DX)	FCU-1	MITSUBISHI	MSY-GL24NA					
Koloa Elementary School	BUILDING J	FAN COIL UNIT (DX)	FCU-2	MITSUBISHI	MSY-GL24NA					
Koloa Elementary School	P11	PACKAGED UNIT	PACU-1	BARD	WA4S3-A0ZVP4XXJ					
Koloa Elementary School	P12	PACKAGED UNIT	PACU-1	BARD	WA4S3-A0ZVP4XXJ					
Koloa Elementary School	Building I (Cafeteria)	Roof-Mounted Exhaust Fan								
Koloa Elementary School	Portable 10	Bard Model WA453AOZVP4XXJ		Bard	WA453AOZVP4XXJ					
Koloa Elementary School	Portable 11	Bard Model WA453AOZVP4XXJ		Bard	WA453AOZVP4XXJ					
Waimea Canyon Middle School	Building I (Cafeteria)	Roof-Mounted Exhaust Fan		Bard						
Waimea Canyon Middle School	Building I (Cafeteria)	Roof-Mounted Exhaust Fan								
Waimea Canyon Middle School	Building I (Cafeteria)	Roof-Mounted Exhaust Fan								
Waimea Canyon Middle School	Building I (Cafeteria)	Roof-Mounted Exhaust Fan								
Waimea Canyon Middle School	Building L (Music)	Carrier Model 30HWA040-A-6, Packaged Reciprocating Water Chiller		Carrier	0HWA040-A-6					
Waimea Canyon Middle School	Building L (Music)	Trane Air Handling Unit		Trane						
Waimea Canyon Middle School	Building L (Music)	Barber Colman Electric Actuators, Time Clocks								
Waimea Canyon Middle School	Building L (Music)	ILG - Centrifugal Fan								

Group A: Hawaii State Department of Education Schools	Building	Equipment Description	Equipment Number	Manufacturer	Model Number	Monthly Service (Price shall include total of 12 service cycles per year)	Quarterly Service (Price shall include total of 4 service cycles per year)	Semi-Annual Service (Price shall include total of 2 service cycle per year)	Annual Service (Price shall include total of 1 service cycle per year)	Eddy Current Testing (First Year then Every Five Years)
Waimea Canyon Middle School	Building L (Music)	Chill Water Pump								
Waimea Canyon Middle School	Building J (Library)	Carrier Model 30HWA040-A-6, Packaged Reciprocating Water Chiller		Carrier	30HWA040-A-6					
Waimea Canyon Middle School	Building J (Library)	Carrier Model 39TH32, ACC		Carrier	39TH32					
Waimea Canyon Middle School	Building J (Library)	Carrier Model 42BH30, AHU		Carrier	42BH30					
Waimea Canyon Middle School	Building J (Library)	Carrier Model 42BH30, AHU		Carrier	42BH31					
Waimea Canyon Middle School	Building J (Library)	Carrier Model 42BH30, AHU		Carrier	42BH32					
Waimea Canyon Middle School	Building J (Library)	Carrier Model 42BH40, AHU		Carrier	42BH40					
Waimea Canyon Middle School	Building J (Library)	Carrier Model 42BH08, FCU		Carrier	42BH08					
Waimea Canyon Middle School	Building J (Library)	Chill Water Pumps								
Waimea Canyon Middle School	Building J (Library)	Chill Water Pumps								
Waimea High School	Building B (Music)	Exhaust Fans								
Waimea High School	Building B (Music)	Exhaust Fans								
Waimea High School	Building B (Music)	PACKAGED UNIT	PACU-1	Carrier	50HJ-014G--551					
Waimea High School	Building B (Music)	PACKAGED UNIT	PACU-2	Carrier	50HJ-012G--561					
Waimea High School	Building F (Cafeteria)	Greenheck Model GB-240-5, Exhaust Fan		Greenheck	GB-240-5					
Waimea High School	Building F (Cafeteria)	Roof-Mounted Exhaust Fan								
Waimea High School	Building F (Cafeteria)	Roof-Mounted Exhaust Fan								
Waimea High School	Building F (Cafeteria)	Roof-Mounted Exhaust Fan								
Waimea High School	Building F (Cafeteria)	Roof-Mounted Exhaust Fan								
Waimea High School	Building F (Cafeteria)	Roof-Mounted Exhaust Fan								
Waimea High School	Building F (Cafeteria)	Roof-Mounted Exhaust Fan								
Waimea High School	Building S	AIR COOLED CONDENSING UNIT	ACCU-S103A	MITSUBISHI	MUY-D36NA					
Waimea High School	Building S	AIR COOLED CONDENSING UNIT	ACCU-S103B	MITSUBISHI	MUY-D36NA					
Waimea High School	Building S	FAN COIL UNIT (DX)	FCU-S103A	MITSUBISHI	MSY-D36NA					
Waimea High School	Building S	FAN COIL UNIT (DX)	FCU-S103B	MITSUBISHI	MSY-D36NA					
Waimea High School	Building V (Library)	AIR HANDLING UNIT (DX)	AHU-V1	Carrier	39MW21D0201Q111XPS					
Waimea High School	Building V (Library)	AIR COOLED CONDENSING UNIT	ACCU-V1	Carrier	38AUZB25A0A6A0A0A1					
Waimea High School	Building V	AIR COOLED CONDENSING UNIT	ACCU-V2	MITSUBISHI	SUZ-KA12NA2					
Waimea High School	Building V	FAN COIL UNIT (DX)	FCU-V1	MITSUBISHI						
Waimea High School	Portable P-2	PACKAGED UNIT	PACU-P2	York	DH048C00N2AAA1A					
Waimea High School	Portable P-3	PACKAGED UNIT	PACU-P3	York	DH048C00N2AAA1A					
Elsie H. Wilcox Elementary School	Building D	FAN COIL UNIT (DX)	FCU-D1	FUJITSU	ASU30CLX					
Elsie H. Wilcox Elementary School	Building D	AIR COOLED CONDENSING UNIT	ACCU-D1	FUJITSU	AOU36CLX1					
Elsie H. Wilcox Elementary School	Building F (Library)	Trane Model 3F5B60 Compressor		Trane	3F5B60					
Elsie H. Wilcox Elementary School	Building F (Library)	Trane Model TC-17 Condensing Unit		Trane	TC-17					
Elsie H. Wilcox Elementary School	Building F (Library)	AIR HANDLING UNIT (DX)	AHU-1	Trane	17RLVFBVU					
Elsie H. Wilcox Elementary School	Building F	FAN COIL UNIT (DX)	FCU-1	MITSUBISHI	MSY-D36NA					
Elsie H. Wilcox Elementary School	Building F	FAN COIL UNIT (DX)	FCU-2	MITSUBISHI	MSY-D36NA					
Elsie H. Wilcox Elementary School	Building F	FAN COIL UNIT (DX)	FCU-3	MITSUBISHI	PCA-A42KA					
Elsie H. Wilcox Elementary School	Building F	FAN COIL UNIT (DX)	FCU-4	MITSUBISHI	MSY-GL24NA					
Elsie H. Wilcox Elementary School	Building F	AIR COOLED CONDENSING UNIT	ACCU-F1	MITSUBISHI	MUY-D36NA					
Elsie H. Wilcox Elementary School	Building F	AIR COOLED CONDENSING UNIT	ACCU-F2	MITSUBISHI	MUY-D36NA					
Elsie H. Wilcox Elementary School	Building F	AIR COOLED CONDENSING UNIT	ACCU-F3	MITSUBISHI	PUY-A42NHA3					
Elsie H. Wilcox Elementary School	Building F	AIR COOLED CONDENSING UNIT	ACCU-F4	MITSUBISHI	MUY-GL24NA					
Elsie H. Wilcox Elementary School	Building G	FAN COIL UNIT (DX)	FCU-G1	MITSUBISHI	MSY-GL24NA					
Elsie H. Wilcox Elementary School	Building G	FAN COIL UNIT (DX)	FCU-G2	MITSUBISHI	MSY-GL24NA					
Elsie H. Wilcox Elementary School	Building G	AIR COOLED CONDENSING UNIT	ACCU-G1	MITSUBISHI	MUY-GL24NA					
Elsie H. Wilcox Elementary School	Building G	AIR COOLED CONDENSING UNIT	ACCU-G2	MITSUBISHI	MUY-GL24NA					
Elsie H. Wilcox Elementary School	Building K (Cafeteria)	Greenheck Model GB-3007, Exhaust Fan		Greenheck	GB-3007					
Elsie H. Wilcox Elementary School	Building K (Cafeteria)	Greenheck Model GB-3007, Exhaust Fan		Greenheck	GB-3008					
Elsie H. Wilcox Elementary School	Building K (Cafeteria)	Greenheck Model GB-3007, Exhaust Fan		Greenheck	GB-3009					
Elsie H. Wilcox Elementary School	Building K (Cafeteria)	Greenheck Model GB-3007, Exhaust Fan		Greenheck	GB-3010					
Elsie H. Wilcox Elementary School	Building K (Cafeteria)	Roof-Mounted Exhaust Fan								
Elsie H. Wilcox Elementary School	Building K (Cafeteria)	Roof-Mounted Exhaust Fan								
Elsie H. Wilcox Elementary School	Building K (Cafeteria)	Greenheck Model RSF-2005, Supply Fan		Greenheck	RSF-2005					
Elsie H. Wilcox Elementary School	Building K (Cafeteria)	Greenheck Model RSF-2005, Supply Fan		Greenheck	RSF-2005					
Elsie H. Wilcox Elementary School	Building K (Cafeteria)	Greenheck Model RSF-2005, Supply Fan		Greenheck	RSF-2005					
Elsie H. Wilcox Elementary School	Building L	FAN COIL UNIT (DX)	FCU-L1	MITSUBISHI	MSY-D36NA					
Elsie H. Wilcox Elementary School	Building L	FAN COIL UNIT (DX)	FCU-L2	MITSUBISHI	MSY-D36NA					

Group A: Hawaii State Department of Education Schools	Building	Equipment Description	Equipment Number	Manufacturer	Model Number	Monthly Service (Price shall include total of 12 service cycles per year)	Quarterly Service (Price shall include total of 4 service cycles per year)	Semi-Annual Service (Price shall include total of 2 service cycle per year)	Annual Service (Price shall include total of 1 service cycle per year)	Eddy Current Testing (First Year then Every Five Years)
Elsie H. Wilcox Elementary School	Building L	AIR COOLED CONDENSING UNIT	ACCU-L1	MITSUBISHI	MUY-D36NA					
Elsie H. Wilcox Elementary School	Building L	AIR COOLED CONDENSING UNIT	ACCU-L2	MITSUBISHI	MUY-D36NA					
Elsie H. Wilcox Elementary School	P1	FAN COIL UNIT (DX)	FCU-P1	DAIKIN						
Elsie H. Wilcox Elementary School	P1	AIR COOLED CONDENSING UNIT	ACCU-P1	DAIKIN	RK30NMVJU					

Group A: Hawaii State Department of Education Schools with Heat Abatement Air Conditioning Units	Building	Equipment Description	Number of Classrooms	Manufacturer	Model Number	Monthly Service (Price shall include total of 12 service cycles per year)	Quarterly Service (Price shall include total of 4 service cycles per year)	Semi-Annual Service (Price shall include total of 2 service cycle per year)	Annual Service (Price shall include total of 1 service cycle per year)	Eddy Current Testing (First Year then Every Five Years)
Kapaa Elementary School	P7, P8, P9, P10, P14, P15	Fujitsu Model Number AOU24RLX, ABU24RULX, Installed 6/26/2018, PV Power	6	Fujitsu	AOU24RLX, ABU24RULX,					
Kapaa High School	P13, P14, P15, P145, P148, P150, P155, P165, P170, P180, P185, P188	Fujitsu Model Number AOU24RLX, ABU24RULX, Installed 9/30/2017, PV Power	12	Fujitsu	AOU24RLX, ABU24RULX					
Kekaha Elementary School	D101, D102, D103, D104, F101,F102, F103, F104	Daikin Model Number RXYQ96TATJU, FXHQ36MVJU, Installed 11/9/2017, Grid Power	8	Daikin	RXYQ96TATJU, FXHQ36MVJU					
Kekaha Elementary School	B101 (Special Education), C13, C14, C15, C16, I101, I102, I103, J101, J102, J103, P1, P2, P3	Daikin Model Number RXYQ96TATJU, FXHQ36MVJU, Installed 11/9/2017, PV Power	14	Daikin	RXYQ96TATJU, FXHQ36MVJU					
Waimea Canyon Middle School	P1, P3	Daikin Model Number RZR24PVJU, FHQ24PVJU, Installed 11/9/2017, PV Power	2	Daikin	RZR24PVJU, FHQ24PVJU					
Waimea High School	P1	Daikin Model Number RZR24PVJU, FHQ24PVJU, Installed 11/9/2017, PV Power	1	Daikin	RZR24PVJU, FHQ24PVJU					

Group B: State Public Buildings	Building	Equipment Description	Equipment Number	Manufacturer	Model Number	Monthly Service (Price shall include total of 12 service cycles per year)	Quarterly Service (Price shall include total of 4 service cycles per year)	Semi-Annual Service (Price shall include total of 2 service cycle per year)	Annual Service (Price shall include total of 1 service cycle per year)	Eddy Current Testing (First Year then Every Five Years)
Hanapepe Public Library	Library	Carrier Model 39LB03, AHU		Carrier	39LB03					
Hanapepe Public Library	Library	Carrier Model 39LB03, AHU		Carrier	39LB03					
Hanapepe Public Library	Library	Carrier Model 38HDO48, ACCU		Carrier	38HDO48					
Hanapepe Public Library	Library	Carrier Model 38HDO60, ACCU		Carrier	38HDO60					
Hanapepe Public Library	Library	York Model ZR060C00P2SAB, Package Air Conditioning Unit		York	ZR060C00P2SAB					
Hanapepe Public Library	Library	York Model ZR060C00P2SAB, Package Air Conditioning Unit		York	ZR060C00P2SAB					
Kapaa Public Library	Library	Bell and Gossett Model L25BC, Chill Water Pumps		Bell and Gossett	L25BC					
Kapaa Public Library	Library	Bell and Gossett Model L25BC, Chill Water Pumps		Bell and Gossett	L25BC					
Kapaa Public Library	Library	Carrier Model 30RAP0255KC02104, Chiller Unit		Carrier	30RAP0255KC02104					
Kapaa Public Library	Library	Amtrol, Inc. Model AX-15, Expansion Tank		Amtrol, Inc.	AX-15					
Kapaa Public Library	Library	Carrier Model 39ED-08, Air Handler		Carrier	39ED-08					
Kapaa Public Library	Library	Carrier Model 39ED-11, Air Handler		Carrier	39ED-11					
Kapaa Public Library	Library	Carrier Model 428H2, FCU		Carrier	428H2					
Kapaa Public Library	Library	Carrier Model 39LD06BA, Air Handler		Carrier	39LD06BA					
Kapaa Public Library	Library	Carrier Model 24ABB348A510, Air Cooled Condensing Unit		Carrier	24ABB348A510					
Kapaa Public Library	Library	Carrier Model 24ABB348A510, Air Cooled Condensing Unit		Carrier	24ABB348A510					
Koloa Public and School Library	Library	McQuay Model ALR025E, Chiller		McQuay	ALR025E					
Koloa Public and School Library	Library	A Gould Pumps Company Model 5SS2400, Chilled Water Pump			5SS2400					
Koloa Public and School Library	Library	McQuay Model CAH010FDAC, Air Handler		McQuay	CAH010FDAC					
Koloa Public and School Library	Library	McQuay Model CAH010FDAC, Air Handler		McQuay	CAH010FDAC					
Koloa Public and School Library	Library	McQuay Model CAH003FDAC, Air Handler		McQuay	CAH003FDAC					
Koloa Public and School Library	Library	Taco Model CAX 84, Expansion Tank		Taco	CAX 84					
Koloa Public and School Library	Library	Taco Model AC3F with strainer, Air Separator		Taco	AC3F					

Group B: State Public Buildings	Building	Equipment Description	Equipment Number	Manufacturer	Model Number	Monthly Service (Price shall include total of 12 service cycles per year)	Quarterly Service (Price shall include total of 4 service cycles per year)	Semi-Annual Service (Price shall include total of 2 service cycle per year)	Annual Service (Price shall include total of 1 service cycle per year)	Eddy Current Testing (First Year then Every Five Years)
Koloa Public and School Library	Library	Broan 313 Penn Z12, Exhaust Fans		Broan						
Koloa Public and School Library	Library	Broan 313 Penn Z12, Exhaust Fans		Broan						
Koloa Public and School Library	Library	Broan 313 Penn Z12, Exhaust Fans		Broan						
Koloa Public and School Library	Library	Broan 313 Penn Z12, Exhaust Fans		Broan						
Lihue Public Library	Library	Heatcraft ACCU (Roof), Model ROCQ010S02B3N00			ROCQ010S02B3N00					
Lihue Public Library	Library	Desert Aire AHU (Mechanical Room), Model QV2OP7E56867		Desert Aire	QV2OP7E56867					
Lihue Public Library	Library	Trane ACCU (Enclosure), Model RAUJC30EEC030BDF00000		Trane	RAUJC30EEC030BDF00000					
Lihue Public Library	Library	Trane AHU (Mechanical Room), Model CSAA025UACOO		Trane	CSAA025UACOO					
Lihue Public Library	Library	Carrier ACCU (Enclosure), Model 24ANB160A300		Carrier	24ANB160A300					
Lihue Public Library	Library	Carrier FCU (Closet), Model FE4ANB006000ABAA		Carrier	FE4ANB006000ABAA					
Lihue Public Library	Library	Carrier ACCU (Enclosure), Model 24ANB160A300		Carrier	24ANB160A300					
Lihue Public Library	Library	Carrier FCU (Closet), Model FE4ANB006000ABAA		Carrier	FE4ANB006000ABAA					
Lihue Public Library	Library	Carrier Model 35CB10 VAV Unit		Carrier	35CB10					
Lihue Public Library	Library	Carrier Model 35CB07, VAV Unit		Carrier	35CB07					
Princeville Public Library	Library	Carrier Model 40MAHBQ24XA3, FCU		Carrier	40MAHBQ24XA3					
Princeville Public Library	Library	Carrier Model 39LD08, AHU		Carrier	39LD08					
Princeville Public Library	Library	Carrier Model 39LD08, AHU		Carrier	39LD09					
Princeville Public Library	Library	Carrier Model 39LD08, AHU		Carrier	39LD10					
Princeville Public Library	Library	Carrier Model 39LD06, AHU		Carrier	39LD06					
Princeville Public Library	Library	Toshiba Model MMY-MAP120HT9P-UL, ACCU		Toshiba	MMY-MAP120HT9P-UL					
Princeville Public Library	Library	Toshiba Model MMY-MAP120HT9P-UL, ACCU		Toshiba	MMY-MAP120HT9P-UL					
Princeville Public Library	Library	Toshiba Model MMY-MAP120HT9P-UL, ACCU		Toshiba	MMY-MAP120HT9P-UL					
Princeville Public Library	Library	Toshiba Model MMY-MAP072HT9P-UL, ACCU		Toshiba	MMY-MAP072HT9P-U					
Princeville Public Library	Library	Greenheck Model SQ-70-VG, Exhaust Fan		Greenheck	SQ-70-VG					
Princeville Public Library	Library	Greenheck Model SQ-130HP-VG, Supply Fan		Greenheck	SQ-130HP-VG					
Princeville Public Library	Library	Greenheck Model SQ-130HP-VG, Supply Fan		Greenheck	SQ-130HP-VG					
Waimea Public Library	Library	Bell and Gossett Model L25BC, Chill Water Pumps		Bell and Gossett	L25BC					
Waimea Public Library	Library	Bell and Gossett Model L25BC, Chill Water Pumps		Bell and Gossett	L25BC					
Waimea Public Library	Library	Trane Model MCCA006, Air Handler Units		Trane	MCCA006					
Waimea Public Library	Library	Trane Model MCCA006, Air Handler Units		Trane	MCCA006					
Waimea Public Library	Library	Trane Model BCHB0541E, Fan Coil Unit		Trane	BCHB0541E					
Waimea Public Library	Library	Trane Model BCHB0241A, Fan Coil Unit		Trane	BCHB0241A					
Waimea Public Library	Library	Trane Model BCHB0361A, Fan Coil Unit		Trane	BCHB0361A					
Waimea Public Library	Library	Carrier Model 30RAP0185KC01104, Chiller Unit		Carrier	30RAP0185KC01104					
Former Lihue Courthouse		LG Model ARUN313BTE4, ACCU		LG	ARUN313BTE4					
Former Lihue Courthouse		LG Model ARUN192BTE4, ACCU		LG	ARUN192BTE4					
Former Lihue Courthouse		LG Model ARUN216BTE4, ACCU		LG	ARUN216BTE4					
Former Lihue Courthouse		LG Model ARUN053GS2, ACCU		LG	ARUN053GS2					
Former Lihue Courthouse		LG Model ARNU123TNA4, FCU		LG	ARNU123TNA4					
Former Lihue Courthouse		LG Model ARNU123TNA4, FCU		LG	ARNU123TNA5					
Former Lihue Courthouse		LG Model ARNU153TNA4, FCU		LG	ARNU123TNA6					
Former Lihue Courthouse		LG Model ARNU153TNA4, FCU		LG	ARNU123TNA7					
Former Lihue Courthouse		LG Model ARNU153TNA4, FCU		LG	ARNU123TNA8					
Former Lihue Courthouse		LG Model ARNU183TNA4, FCU		LG	ARNU183TNA4					
Former Lihue Courthouse		LG Model ARNU243TNA4, FCU		LG	ARNU243TNA4					
Former Lihue Courthouse		LG Model ARNU243TNA4, FCU		LG	ARNU243TNA5					
Former Lihue Courthouse		LG Model ARNU243TNA4, FCU		LG	ARNU243TNA6					
Former Lihue Courthouse		LG Model ARNU243TNA4, FCU		LG	ARNU243TNA7					
Former Lihue Courthouse		LG Model ARNU243TNA4, FCU		LG	ARNU243TNA8					
Former Lihue Courthouse		LG Model ARNU243TNA4, FCU		LG	ARNU243TNA9					
Former Lihue Courthouse		LG Model ARNU243TNA4, FCU		LG	ARNU243TNA10					
Former Lihue Courthouse		LG Model ARNU243TNA4, FCU		LG	ARNU243TNA11					
Former Lihue Courthouse		LG Model ARNU123TRC4, FCU		LG	ARNU123TRC4					
Former Lihue Courthouse		LG Model ARNU123TRC4, FCU		LG	ARNU123TRC5					
Former Lihue Courthouse		LG Model ARNU123TRC4, FCU		LG	ARNU123TRC6					
Former Lihue Courthouse		LG Model ARNU123TRC4, FCU		LG	ARNU123TRC7					
Former Lihue Courthouse		LG Model ARNU123TRC4, FCU		LG	ARNU123TRC8					

Group B: State Public Buildings	Building	Equipment Description	Equipment Number	Manufacturer	Model Number	Monthly Service (Price shall include total of 12 service cycles per year)	Quarterly Service (Price shall include total of 4 service cycles per year)	Semi-Annual Service (Price shall include total of 2 service cycle per year)	Annual Service (Price shall include total of 1 service cycle per year)	Eddy Current Testing (First Year then Every Five Years)
Former Lihue Courthouse		LG Model ARNU123TRC4, FCU		LG	ARNU053TRC4					
Former Lihue Courthouse		LG Model ARNU053TRC4, FCU		LG	ARNU053TRC4					
Former Lihue Courthouse		LG Model ARNU053TRC4, FCU		LG	ARNU053TRC4					
Former Lihue Courthouse		LG Model ARNU053TRC4, FCU		LG	ARNU053TRC4					
Former Lihue Courthouse		LG Model ARNU053TRC4, FCU		LG	ARNU053TRC4					
Former Lihue Courthouse		LG Model ARNU053TRC4, FCU		LG	ARNU053TRC4					
Former Lihue Courthouse		LG Model ARNU053TRC4, FCU		LG	ARNU053TRC4					
Former Lihue Courthouse		LG Model ARNU053TRC4, FCU		LG	ARNU053TRC4					
Former Lihue Courthouse		LG Model ARNU053TRC4, FCU		LG	ARNU053TRC4					
Former Lihue Courthouse		LG Model ARNU053TRC4, FCU		LG	ARNU053TRC4					
Former Lihue Courthouse		LG Model ARNU053TRC4, FCU		LG	ARNU053TRC4					
Former Lihue Courthouse		LG Model ARNU053TRC4, FCU		LG	ARNU053TRC4					
Former Lihue Courthouse		LG Model ARNU053TRC4, FCU		LG	ARNU053TRC4					
Former Lihue Courthouse		LG Model ARNU053TRC4, FCU		LG	ARNU053TRC4					
Former Lihue Courthouse		LG Model ARNU053TRC4, FCU		LG	ARNU053TRC4					
Former Lihue Courthouse		LG Model ARNU073TRC4, FCU		LG	ARNU073TRC4					
Former Lihue Courthouse		LG Model ARNU073TRC4, FCU		LG	ARNU073TRC4					
Former Lihue Courthouse		LG Model ARNU093TRC4, FCU		LG	ARNU093TRC4					
Former Lihue Courthouse		LG Model ARNU093TRC4, FCU		LG	ARNU093TRC4					
Former Lihue Courthouse		LG Model ARNU093BGA4, FCU		LG	ARNU093BGA4					
Former Lihue Courthouse		LG Model ARNU093BGA4, FCU		LG	ARNU093BGA4					
Former Lihue Courthouse		LG Model ARNU053SBL4, FCU		LG	ARNU053SBL4					
Former Lihue Courthouse		LG Model ARNU053SBL4, FCU		LG	ARNU053SBL4					
Former Lihue Courthouse		LG Model ARNU053SBL4, FCU		LG	ARNU053SBL4					
Former Lihue Courthouse		LG Model ARNU053SBL4, FCU		LG	ARNU053SBL4					
Former Lihue Courthouse		LG Model ARNU093SBL4, FCU		LG	ARNU093SBL4					
Former Lihue Courthouse		LG Model ARNU093SBL4, FCU		LG	ARNU093SBL4					
Former Lihue Courthouse		LG Model ARND20BDAR2, Outside Air Unit		LG	ARND20BDAR2					
Former Lihue Courthouse		LG Model ARND20BDAR2, Outside Air Unit		LG	ARND20BDAR2					
Former Lihue Courthouse		DESERT AIRE Model HPR 120 R-410A, Interior Dehumidifier		Desert Aire	HPR 120 R-410A					
Former Lihue Courthouse		DESERT AIRE Model HPR 120 R-410A, Interior Dehumidifier		Desert Aire	HPR 120 R-410A					
Former Lihue Courthouse		DESERT AIRE Model HPR 120 R-410A, Interior Dehumidifier		Desert Aire	HPR 120 R-410A					
Former Lihue Courthouse		DESERT AIRE Model HPR 120 R-410A, Interior Dehumidifier		Desert Aire	HPR 120 R-410A					
Former Lihue Courthouse		DESERT AIRE Model HPR 120 R-410A, Interior Dehumidifier		Desert Aire	HPR 120 R-410A					
Former Lihue Courthouse		DESERT AIRE Model HPR 120 R-410A, Interior Dehumidifier		Desert Aire	HPR 120 R-410A					
Former Lihue Courthouse		DESERT AIRE Model HPR 120 R-410A, Interior Dehumidifier		Desert Aire	HPR 120 R-410A					
Former Lihue Courthouse		DESERT AIRE Model HPR 120 R-410A, Interior Dehumidifier		Desert Aire	HPR 120 R-410A					
Former Lihue Courthouse		GREENHECK Model SP-A710, Exhaust Fan		Greenheck	SP-A710					
Former Lihue Courthouse		GREENHECK Model SP-A710, Exhaust Fan		Greenheck	SP-A710					
Former Lihue Courthouse		GREENHECK Model SP-A710, Exhaust Fan		Greenheck	SP-A710					
Former Lihue Courthouse		GREENHECK Model SP-A190, Exhaust Fan		Greenheck	SP-A190					
Former Lihue Courthouse		GREENHECK Model SP-A190, Exhaust Fan		Greenheck	SP-A190					
Former Lihue Courthouse		GREENHECK Model SP-A290, Exhaust Fan		Greenheck	SP-A290					
Former Lihue Courthouse		GREENHECK Model SP-A510, Exhaust Fan		Greenheck	SP-A510					
Former Lihue Courthouse		GREENHECK Model SP-B150, Exhaust Fan		Greenheck	SP-B150					
Lihue Health Center and Annex		Carrier Model 50TC-E14A3A5A0A3J0, ACU		Carrier	50TC-E14A3A5A0A3J0					

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Lihue Health Center and Annex		Carrier Model 50TC-E14A3A5A0A3J0, ACU		Carrier	50TC-E14A3A5A0A3J0					
Lihue Health Center and Annex		Carrier Model 50TC-E08A2A5A0A3J0, ACU		Carrier	50TC-E08A2A5A0A3J0					
Lihue Health Center and Annex		Carrier Model RAV-SP360AT2-UL, SPLIT SYSTEM AC UNIT		Carrier	AV-SP360AT2-UL					
Lihue Health Center and Annex		Carrier Model RAV-SP360UT-UL, FCU		Carrier	RAV-SP360UT-UL					
Lihue Health Center and Annex		Cook Model ACE-B 135C4B, Exhaust Fans			ACE-B 135C4B					
Lihue Health Center and Annex		Cook Model ACE-B 135C4B, Exhaust Fans			ACE-B 135C4B					
Lihue Health Center and Annex		Cook Model ACE-B 150C5B, Exhaust Fans			ACE-B 150C5B					
Lihue Health Center and Annex		Cook Model Gemini GN-422, Outside Air Fan			Gemini GN-422					
Plant Industry Building - Lihue		Carrier Model 39AUD012A0E5-0A2A0, ACCU		Carrier	39AUD012A0E5-0A2A0					
Plant Industry Building - Lihue		Carrier Model 39LD08AA, AHU		Carrier	39LD08AA					
Plant Industry Building - Lihue		Mitsubishi Model PUY-A18NKA7-BS, ACCU		Mitsubishi	PUY-A18NKA7-BS					
Plant Industry Building - Lihue		Mitsubishi Model PLA-A18EA7, FCU		Mitsubishi	PLA-A18EA7					
Plant Industry Building - Lihue		Greenheck Fan Model SP-A110, Exhaust Fan		Greenheck	SP-A110					
Plant Industry Building - Lihue		Greenheck Fan Model CSP-A110, SAF		Greenheck	CSP-A110					
Plant Industry Building - Lihue		ACME Model PNU-120, Exhaust Fan		ACME	PNU-120					
Plant Industry Building - Lihue		Carrier Model 35ED008NN372762670, VAV		Carrier	35ED008NN372762670					
Plant Industry Building - Lihue		Carrier Model 35ED010NN37243251D, VAV		Carrier	35ED010NN37243251D					
Plant Industry Building - Lihue		Carrier Model 35ED010NN37280234E4, VAV		Carrier	35ED010NN37280234E4					
Plant Industry Building - Lihue		Carrier Model 35ED01NN37295260E0, VAV		Carrier	35ED01NN37295260E0					
Plant Industry Building - Lihue		Penn Model ATZ 4L, Roof Exhaust Fan		Penn	ATZ 4L					
Plant Industry Building - Lihue		Penn Model ATZ 4L, Roof Exhaust Fan		Penn	ATZ 4L					
Plant Industry Building - Lihue		Penn Model ZQHYR, Bathroom Exhaust Fan		Penn	ZQHYR					
Plant Industry Building - Lihue		Penn Model ZQHYR, Bathroom Exhaust Fan		Penn	ZQHYR					
Plant Industry Building - Lihue		Penn Model ZQHYR, Bathroom Exhaust Fan		Penn	ZQHYR					
Vector Control Building - Lihue		Trane Model BTA 120 C300M, ACCU		Trane	BTA 120 C300M					
Vector Control Building - Lihue		Trane, AHU		Trane						
Vector Control Building - Lihue		Penn Zephyr Model Z8TDAL, Exhaust Fan		Penn	Z8TDAL					
Vector Control Building - Lihue		Penn Zephyr Model Z8TDAL, Supply Fan		Penn	Z8TDAL					
Department of Accounting and General Services (DAGS) Administration Building		Carrier Model 40QNB012300, FCU		Carrier	40QNB012300					
Department of Accounting and General Services (DAGS) Administration Building		Carrier Model 38AN, BK, ACCU		Carrier	38AN					
Department of Accounting and General Services (DAGS) Administration Building		Daikin Wall FCU, Model FTK09NMVJU		Daikin	FTK09NMVJU					
Department of Accounting and General Services (DAGS) Administration Building		Daikin ACCU, Model RK09NMVJU		Daikin	RK09NMVJU					
Department of Accounting and General Services (DAGS) Administration Building		Daikin In-Ceiling Cassette FCU, Model FCQ18PAVJU		Daikin	FCQ18PAVJU					
Department of Accounting and General Services (DAGS) Administration Building		Daikin ACCU, Model RZR18PVJU		Daikin	RZR18PVJU					
Department of Accounting and General Services (DAGS) Administration Building		Daikin In-Ceiling Cassette FCU, Model FCQ24PAVJU		Daikin	FCQ24PAVJU					
Department of Accounting and General Services (DAGS) Administration Building		Daikin In-Ceiling Cassette FCU, Model FXFQ24PVJU		Daikin	FXFQ24PVJU					
Department of Accounting and General Services (DAGS) Administration Building		Daikin ACCU, Model RZR24PVJU		Daikin	RZR24PVJU					
Department of Accounting and General Services (DAGS) Administration Building		Daikin In-Ceiling Cassette FCU, Model FCQ36PAVJU		Daikin	FCQ36PAVJU					
Department of Accounting and General Services (DAGS) Administration Building		Daikin ACCU, Model RZR36PVJU		Daikin	RZR36PVJU					
Department of Accounting and General Services (DAGS) Administration Building		Daikin In-Ceiling Cassette FCU, Model FCQ36PVJU		Daikin	FCQ36PVJU					
Department of Accounting and General Services (DAGS) Administration Building		Daikin ACCU, Model RZR36PUVJU		Daikin	RZR36PUVJU					
Department of Accounting and General Services (DAGS) Administration Building		Loren Cook Model Gemini 100, Exhaust Fan		Loren Cook						
Department of Accounting and General Services (DAGS) Administration Building		Loren Cook Model Gemini 100, Outside Air Fan		Loren Cook						
DAGS Maintenance Building		Carrier Model 50AAAH-048---5, Package Cooling Unit		Carrier	50AAAH-048---5					

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Lihue State Office Building	First Floor	Trane BCXC Model BCHC012A1A0B3G, Blower Coil Air Handler		Trane	BCHC012A1A0B3G					
Lihue State Office Building	First Floor	Trane BCXC Model BCHC012A1A0B3G, Blower Coil Air Handler		Trane	BCHC012A1A0B3G					
Lihue State Office Building	First Floor	Trane BCXC Model BCHC018A1A0B3G, Blower Coil Air Handler		Trane	BCHC018A1A0B3G					
Lihue State Office Building	First Floor	Trane BCXC Model BCHC018A1A0B3G, Blower Coil Air Handler		Trane	BCHC018A1A0B3G					
Lihue State Office Building	First Floor	Trane BCXC Model BCHC018A1A0B3G, Blower Coil Air Handler		Trane	BCHC018A1A0B3G					
Lihue State Office Building	First Floor	Trane BCXC Model BCHC018A1A0B3G, Blower Coil Air Handler		Trane	BCHC018A1A0B3G					
Lihue State Office Building	First Floor	Trane BCXC Model BCHC024A1A0B3G, Blower Coil Air Handler		Trane	BCHC024A1A0B3G					
Lihue State Office Building	First Floor	Trane Model BCHDD36A2G0A3NZ04Z, Blower Coil Air Handler		Trane	BCHDD36A2G0A3NZ04Z					
Lihue State Office Building	First Floor	Trane BCXC Model BCHC036A1A0A3G, Blower Coil Air Handler		Trane	BCHC036A1A0A3G					
Lihue State Office Building	First Floor	Trane BCXC Model BCHC036A1A0A3G, Blower Coil Air Handler		Trane	BCHC036A1A0A3G					
Lihue State Office Building	First Floor	Trane BCXC Model BCHC036A1A0A3G, Blower Coil Air Handler		Trane	BCHC036A1A0A3G					
Lihue State Office Building	First Floor	Trane BCXC Model BCHC036A1A0A3G, Blower Coil Air Handler		Trane	BCHC036A1A0A3G					
Lihue State Office Building	First Floor	Trane BCXC Model BCHC054A1A0B3G, Blower Coil Air Handler		Trane	BCHC054A1A0B3G					
Lihue State Office Building	First Floor	Trane BCXC Model BCHC054A1A0B3G, Blower Coil Air Handler		Trane	BCHC054A1A0B3G					
Lihue State Office Building	First Floor	Trane UniTrane Model FCCB0201J, Fan Coil Air Conditioner		Trane	FCCB0201J					
Lihue State Office Building	First Floor	Trane UniTrane Model FCCB0601J, Fan Coil Air Conditioner		Trane	FCCB0201J					
Lihue State Office Building	First Floor	Trane UniTrane Model FCCB0601K, Fan Coil Air Conditioner		Trane	FCCB0201J					
Lihue State Office Building	First Floor	Trane UniTrane Model FCCB0801J, Fan Coil Air Conditioner		Trane	FCCB0801J					
Lihue State Office Building	First Floor	Trane UniTrane Model FCCB0801K, Fan Coil Air Conditioner		Trane	FCCB0801K					
Lihue State Office Building	First Floor	Penn Supply Fan		Penn						
Lihue State Office Building	First Floor	Penn Supply Fan		Penn						
Lihue State Office Building	Second Floor	Trane BCXC Model BCHC012A1A0B3G, Blower Coil Air Handler		Trane	BCHC012A1A0B3G					
Lihue State Office Building	Second Floor	Trane BCXC Model BCHC012A1A0B3G, Blower Coil Air Handler		Trane	BCHC012A1A0B3G					
Lihue State Office Building	Second Floor	Trane BCXC Model BCHC018A1A0B3G, Blower Coil Air Handler		Trane	BCHC018A1A0B3G					
Lihue State Office Building	Second Floor	Trane BCXC Model BCHC018A1A0B3G, Blower Coil Air Handler		Trane	BCHC018A1A0B3G					
Lihue State Office Building	Second Floor	Trane BCXC Model BCHC024A1A0B3G, Blower Coil Air Handler		Trane	BCHC024A1A0B3G					
Lihue State Office Building	Second Floor	Trane BCXC Model BCHC036A1A0A3G, Blower Coil Air Handler		Trane	BCHC036A1A0A3G					
Lihue State Office Building	Second Floor	Trane BCXC Model BCHC036A1A0A3G, Blower Coil Air Handler		Trane	BCHC036A1A0A3G					
Lihue State Office Building	Second Floor	Trane BCXC Model BCHC036A1A0A3G, Blower Coil Air Handler		Trane	BCHC036A1A0A3G					
Lihue State Office Building	Second Floor	Trane BCXC Model BCHC036A1A0A3G, Blower Coil Air Handler		Trane	BCHC036A1A0A3G					
Lihue State Office Building	Second Floor	Trane BCXC Model BCHC036A1A0A3G, Blower Coil Air Handler		Trane	BCHC036A1A0A3G					

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Lihue State Office Building	Second Floor	Trane BCXC Model BCHC036A1A0A3G, Blower Coil Air Handler		Trane	BCHC036A1A0A3G					
Lihue State Office Building	Second Floor	Trane BCXC Model BCHC036A1A0A3G, Blower Coil Air Handler		Trane	BCHC036A1A0A3G					
Lihue State Office Building	Second Floor	Trane UniTrane Model FCCB0301K, Fan Coil Air Conditioner		Trane	FCCB0301K					
Lihue State Office Building	Second Floor	Trane UniTrane Model FCCB0401K, Fan Coil Air Conditioner		Trane	FCCB0401K					
Lihue State Office Building	Second Floor	Trane UniTrane Model FCCB0401J, Fan Coil Air Conditioner		Trane	FCCB0401J					
Lihue State Office Building	Second Floor	Trane UniTrane Model FCCB0401J, Fan Coil Air Conditioner		Trane	FCCB0401J					
Lihue State Office Building	Second Floor	Trane UniTrane Model FCCB0401J, Fan Coil Air Conditioner		Trane	FCCB0401J					
Lihue State Office Building	Second Floor	Trane UniTrane Model FCCB0401J, Fan Coil Air Conditioner		Trane	FCCB0401J					
Lihue State Office Building	Second Floor	Trane UniTrane Model FCCB0601K, Fan Coil Air Conditioner		Trane	FCCB0601K					
Lihue State Office Building	Second Floor	Trane UniTrane Model FCCB0601J, Fan Coil Air Conditioner		Trane	FCCB0601J					
Lihue State Office Building	Second Floor	Penn Supply Fan		Penn						
Lihue State Office Building	Second Floor	Penn Supply Fan		Penn						
Lihue State Office Building	Second Floor	Penn Supply Fan		Penn						
Lihue State Office Building	Second Floor	Penn Supply Fan		Penn						
Lihue State Office Building	Third Floor	Trane BCXC Model BCHC012A1A0B3G, Blower Coil Air Handler		Trane	BCHC012A1A0B3G					
Lihue State Office Building	Third Floor	Trane BCXC Model BCHC018A1A0B3G, Blower Coil Air Handler		Trane	BCHC018A1A0B3G					
Lihue State Office Building	Third Floor	Trane BCXC Model BCHC018A1A0B3G, Blower Coil Air Handler		Trane	BCHC018A1A0B3G					
Lihue State Office Building	Third Floor	Trane BCXC Model BCHC024A1A0B3G, Blower Coil Air Handler		Trane	BCHC024A1A0B3G					
Lihue State Office Building	Third Floor	Trane BCXC Model BCHC024A1A0B3G, Blower Coil Air Handler		Trane	BCHC024A1A0B3G					
Lihue State Office Building	Third Floor	Trane BCXC Model BCHC024A1A0B3G, Blower Coil Air Handler		Trane	BCHC024A1A0B3G					
Lihue State Office Building	Third Floor	Trane BCXC Model BCHC036A1A0A3G, Blower Coil Air Handler		Trane	BCHC036A1A0A3G					
Lihue State Office Building	Third Floor	Trane BCXC Model BCHC054A1A0B3G, Blower Coil Air Handler		Trane	BCHC054A1A0B3G					
Lihue State Office Building	Third Floor	Trane UniTrane Model FCCB0201J, Fan Coil Air Conditioner		Trane	FCCB0201J					
Lihue State Office Building	Third Floor	Trane UniTrane Model FCCB0201J, Fan Coil Air Conditioner		Trane	FCCB0201J					
Lihue State Office Building	Third Floor	Trane UniTrane Model FCCB0201J, Fan Coil Air Conditioner		Trane	FCCB0201J					
Lihue State Office Building	Third Floor	Trane UniTrane Model FCCB0201K, Fan Coil Air Conditioner		Trane	FCCB0201K					
Lihue State Office Building	Third Floor	Trane UniTrane Model FCCB0201K, Fan Coil Air Conditioner		Trane	FCCB0201K					
Lihue State Office Building	Third Floor	McQuay Model SHD-081A, FCU		McQuay	SHD-081A					
Lihue State Office Building	Third Floor	McQuay Model SHD-081A, FCU		McQuay	SHD-081A					
Lihue State Office Building	Third Floor	McQuay Model SHD-121A, FCU		McQuay	SHD-121A					
Lihue State Office Building	Third Floor	McQuay Model SHD-121A, FCU		McQuay	SHD-121A					
Lihue State Office Building	Third Floor	McQuay Model SHD-121A, FCU		McQuay	SHD-121A					
Lihue State Office Building	Third Floor	McQuay Model SHD-121A, FCU		McQuay	SHD-121A					
Lihue State Office Building	Third Floor	McQuay Model SHD-121A, FCU		McQuay	SHD-121A					
Lihue State Office Building	Third Floor	McQuay Model SHD-121A, FCU		McQuay	SHD-121A					

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Lihue State Office Building	Third Floor	McQuay Model SHD-161A, FCU		McQuay	SHD-161A					
Lihue State Office Building	Third Floor	McQuay Model SHD-201A, FCU		McQuay	SHD-201A					
Lihue State Office Building	Third Floor	McQuay Model SHD-201A, FCU		McQuay	SHD-201A					
Lihue State Office Building	Third Floor	McQuay Model SHD-201A, FCU		McQuay	SHD-201A					
Lihue State Office Building	Third Floor	McQuay Model SHD-201A, FCU		McQuay	SHD-201A					
Lihue State Office Building	Third Floor	McQuay Model SHD-201A, FCU		McQuay	SHD-201A					
Lihue State Office Building	Third Floor	Penn Supply Fan		Penn						
Lihue State Office Building	Third Floor	Penn Supply Fan		Penn						
Lihue State Office Building	Third Floor	Penn Supply Fan		Penn						
Lihue State Office Building	Third Floor	Penn Supply Fan								
Lihue State Office Building	Roof	Cook Model Ace-B Roof Ventilator and Intermatic ET2700 controls								
Lihue State Office Building	Basement	Penn Model Z-10TD, Toilet Exhaust Fan		Penn	Z-10TD					
Lihue State Office Building	Basement	Penn Model P-16 T, Breezeway Exhaust Fan		Penn	P-16 T					
Lihue State Office Building	Basement	Technical Systems Model 30AOLS5, Chiller			30AOLS5					
Lihue State Office Building	Basement	Grundfos VersaFlo UPS, Chill Water Pump								
Lihue State Office Building	Basement	Exhaust Fans								
Lihue State Office Building	Basement	Exhaust Fans								
Lihue State Office Building	Basement Elevator Room	Trane Model MCW518AMUAO, FCU		Trane	MCW518AMUAO					
Lihue State Office Building	Basement Elevator Room	Trane Model TTK518E, ACCU		Trane	TTK518E					
Lihue State Office Building	Equipment Enclosure	Trane Model CGAFC604, 60 Ton Packaged Air-Cooled Water Chiller		Trane	CGAFC604					
Lihue State Office Building	Equipment Enclosure	Trane Model CGAFC604, 60 Ton Packaged Air-Cooled Water Chiller		Trane	CGAFC604					
Lihue State Office Building	Equipment Enclosure	Trane Model CGAFC604, 60 Ton Packaged Air-Cooled Water Chiller		Trane	CGAFC604					
Lihue State Office Building	Equipment Enclosure	Paco Chill Water Pump		Paco						
Lihue State Office Building	Equipment Enclosure	Paco Chill Water Pump		Paco						

EXHIBIT C - SCHOOLS AND STATE PUBLIC BUILDING CONTACT PERSONS (KAUAI DISTRICT)

ITEM NUMBER	SCHOOLS	ADDRESS	PHONE NUMBER	FAX NUMBER	CONTACT PERSON
1	Eleele Elementary School	4750 Uliuli Road Eleele, Hawaii	808-335-2111 Office	808-335-8415	Nicole Lee, Principal
2	Hanalei Elementary School	5-5415 Kuhio Highway Hanalei, Hawaii	808-826-4300 Office	808-826-4302	Mushtaq Ikramullah, TA Principal
3	Kalaheo Elementary School	4400 Maka Road Kalaheo, Hawaii	808-332-6801 Office	808-332-6804	William Brian Godsill, Principal
4	Chiefess Kamakahelei Middle School	4431 Nuhou Street Lihue, Hawaii	808-241-3200 Office	808-241-3210	Wendy Schwarze, Principal
5	Kapaa Elementary School	4886 Kawaihau Road Kapaa, Hawaii	808-821-4424 Office	808-821-4431	Salynn Gonsalves, Principal
6	Kilauea Elementary School	2440 Kolo Road Kilauea, Hawaii	808-828-1212 Office	808-828-2034	Fig Mitchell, Principal
7	Kapaa Middle School	4867 Olohena Road Kapaa, Hawaii	808-821-4460 Office	808-821-6967	Tara Punzal, Principal
8	Kapaa High School	4695 Mailihuna Road Kapaa, Hawaii	808-821-4400 Office	808-821-4420	Thomas John Cox, Principal
9	Kauai High School	3577 Lala Road Lihue, Hawaii	808-274-3160 Office	808-274-3170	Marlene Leary, Principal
10	King Kaumualii Elementary School	4380 Hananmaulu Road Lihue, Hawaii	808-241-3150 Office	808-241-3159	Theresa Malone, Principal
11	Kekaha Elementary School	8140 Kekaha Road Kekaha, Hawaii	808-337-7655 Office	808-337-7657	Joseph Hicks, Principal
12	Koloa Elementary School	3223 Poipu Road Koloa, Hawaii	808-742-8460 Office	808-742-8466	Marissa Purcell, Principal
13	Waimea Canyon Middle School	9555 Huakai Road Waimea, Hawaii	808-338-6830 Office	808-338-6832	Ray Carvalho, Principal
14	Waimea High School	9707 Tsuchiya Road Waimea, Hawaii	808-338-6800 Office	808-338-6807	Mahina Anguay, Principal
15	Elsie H. Wilcox Elementary School	4319 Hardy Street Lihue, Hawaii	808-274-3150 Office	808-274-3152	Corey Nakamura, Principal

EXHIBIT C - SCHOOLS AND STATE PUBLIC BUILDING CONTACT PERSONS (KAUAI DISTRICT)

ITEM NUMBER	STATE PUBLIC BUILDINGS	ADDRESS	PHONE NUMBER	FAX NUMBER	CONTACT PERSON
16	Hanapepe Public Library	4490 Kona Street Hanapepe, Hawaii	808-335-8418	808-335-2120	Mindy Gipson, Librarian
17	Kapaa Public Library	4-1464 Kuhio Highway Kapaa, Hawaii	808-821-4422	808-821-4423	Jenny Paleracio, Librarian
18	Koloa Public and School Library	3451 Poipu Road Koloa, Hawaii	808-742-8455	808-742-8454	Stephanie Ibbs, Librarian
19	Lihue Public Library	4344 Hardy Street Lihue, Hawaii	808-241-3222	808-241-3225	Laura Baird, Librarian
20	Princeville Public Library	4343 Emmalani Drive Princeville, Hawaii	808-826-4310	808-826-4311	Eden Peart, Librarian
21	Waimea Public Library	9750 Kaumualii Highway Waimea, Hawaii	808-338-6848	808-338-6847	Michelle Young, Librarian
22	Former Lihue Courthouse	3059 Umi Street Lihue, Hawaii	808-274-3030	808-274-3035	Eric Agena, DAGS District Engineer
23	Lihue Health Center and Annex	3040 Umi Street Lihue, Hawaii	808-241-3497	808-241-3480	Jackie Teves, Public Health Administrative Officer
24	Plant Industry Building	4398A Pua Loke Road Lihue, Hawaii	808-274-3069	808-274-3067	Craig Kaneshige, Plant Pest Control Specialist
25	Vector Control Building	4398B Pua Loke Road Lihue, Hawaii	808-241-3306	808-241-3480	Alan Takenaka Jr., Vector Inspector V
26	Department of Accounting and General Services (DAGS) Administration Building	1680 Haleukana Street Lihue, Hawaii	808-274-3030	808-274-3035	Eric Agena, DAGS District Engineer
27	Department of Accounting and General Services (DAGS) Baseyard Building	1680 Haleukana Street Lihue, Hawaii	808-274-3030	808-274-3035	Eric Agena, DAGS District Engineer
28	Lihue State Office Building	3060 Eiwa Street Lihue, Hawaii	808-274-3030	808-274-3035	Eric Agena, DAGS District Engineer

EXHIBIT D – MONTHLY CHECKLIST FORM

Recurring Maintenance Checklist
TO PROVIDE MAINTENANCE AND REPAIR SERVICES FOR AIR CONDITIONING AND HEAT-VENTILATING EQUIPMENT, INCLUDING WATER TREATMENT AND ENERGY MONITORING AND CONTROL SYSTEM AT VARIOUS HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OTHER STATE PUBLIC BUILDINGS ON THE ISLAND OF KAUAI
(Submit Service Invoice with This Checklist)

SCHOOL DISTRICT OR GROUP NUMBER:		
SCHOOL OR LOCATION:		
DATE(S) OF SERVICE:		
School Representative Name (Print):	**Signature**	**Date**
_____	_____	_____
Labor Technician Name:		
1.	**6.**	
2.	**7.**	
3.	**8.**	
4.	**9.**	
5.	**10.**	

MONTHLY SERVICE:

1. AIR HANDLING UNITS AND FAN COIL UNITS	**Task Completed**	**Remarks**
a. Clear and clean all drip pans and flush all related condensate drain lines with compressed air, water, nitrogen or other applicable means. (CONTRACTOR may be liable for water damages due to clogged drains). Install pan tablets if necessary to control algae. Tablets shall not block drain hole at any time they are used in drip pans. CONTRACTOR shall be responsible for drain lines up to where it enters the wastewater system.	☐	
b. Change all disposable air filters including automatic filters as required, but at least once every two (2) months or sooner if needed; use two (2) inch pleated, thirty percent (30%) efficiency type-FARR 30/30 or equal. The CONTRACTOR shall use the correct filter size for each equipment and shall not stack filters in the flow direction. The washable filters shall be washed at least once a month or sooner if needed. Filters shall be hand marked with the date of installation using a permanent ink marker by the technician servicing the equipment. Markings shall be easily readable with a one (1) inch minimum height font size. With the exception of Ductless Split Units, all new filters shall be positioned so that the markings are visible without having to remove the filters.	☐	
c. Wash permanent type filters in accordance with manufacturers specifications with detergent approved by the CA, and spray coat the washed filter with a HVAC industry approved filter treatment solution. Replace permanent type filters that are worn.	☐	
d. With the exception of Ductless Split Units, lubricate and oil all fan and motor bearings, and connections of dampers and vanes. Check controls to ensure proper operation.	☐	
e. Check all drives for wear; adjust belt tension. Replace belt as required.	☐	
f. Check ultra violet (UV) lights and replace them if they are not working. As a minimum, UVC light shall be replaced every twelve (12) months. See Annual Service for details.	☐	
g. Check carbon dioxide (CO_2) monitor systems; repair and/or replace items as needed to keep the systems operating properly. Recalibrate the CO_2 monitor system per manufacturer's recommendations. Calibration of the interior CO_2 sensor shall consist of comparison with readings from an outside CO_2 sensor that has been calibrated and is used as the control sensor; only a relative comparison is required. Calibrate the interior sensor if the reading differs by more than seventy-five (75) parts per million (ppm). Replace CO_2 sensor if it is inoperative.	☐	
h. Check back-draft and motor-controlled dampers and operators for proper operation; lubricate linkage for free movement.	☐	
i. Operate equipment to check for proper operation, unusual noise and vibration. Adjust, repair, and correct all discrepancies before certifying service report.	☐	

2. TEMPERATURE CONTROLS	Task Completed	Remarks
a. Check all DDC, electric or pneumatic control thermostats, controllers, smoke detectors, control dampers, control valves and actuators for proper operation; lubricate, adjust, recalibrate or replace as required. Adjust classroom thermostats between seventy-five (75) degrees Fahrenheit unless otherwise directed by the CA.	☐	
b. Check control dampers, at a minimum, for tight closing, bent blades, defective linkage. Rusted linkages and blades shall be replaced with new parts.	☐	
c. Verify cooling equipment stages on and off optimally.	☐	
d. Verify compressors are loading and unloading.	☐	
e. Verify all adjustable speed drives are functioning and functioning in accordance with control strategy.	☐	
f. Verify soft starters are working properly.	☐	
g. Verify air conditioning equipment has staggered start times to reduce peak electricity demand.	☐	
h. Verify unoccupied spaces have cooling equipment turned off or set points are at setback temperatures.	☐	
i. Verify schedules that are overridden are returned to their normal operating mode.	☐	
j. Operate equipment to check for proper operation	☐	

3. PACKAGED WATER CHILLER, RECIPROCATING COMPRESSOR, AIR-COOLED CONDENSER AND/OR CONDENSING UNIT	Task Completed	Remarks
a. Check and record entering and leaving water temperatures and pressures of chilled water and water-cooled condenser in the "maintenance log book."	☐	
b. Check and record refrigerant compressor suction and discharge and oil pressures in the "maintenance log book.".	☐	
c. Visual check for water, refrigerant and oil leakage; correct or repair as required. Check vibration isolator mounts.	☐	
d. Check compressor, fan, and motor bearings for abnormal temperature and unusual noise; lubricate and/or replace as required.	☐	
e. Check refrigerant sight glass; change filter and/or drier if moisture indicated (Direct Expansion (DX) system). Check compressor oil level and add oil as required.	☐	
f. Check air-cooled condenser fans, sheaves, and belts. Adjust tension or replace as required.	☐	
g. Adjust alignment of bearings and sheaves for fans, motors, and compressors, and replace worn or noisy bearings or sheaves.	☐	
h. Note and run system operation through complete operating cycle and adjust for proper operation.	☐	
i. Operate equipment to check for proper operation, unusual noise and vibration.	☐	
j. Adjust chilled water temperature setting for seasonal change. (Winter: October 15th through April 30th; Summer: May 1st through October 14th). Annotate date changed and temperature settings in the “maintenance log book”.	☐	
k. Certify performance of monthly maintenance service and correct and report all discrepancies.	☐	

4. PUMPS	Task Completed	Remarks
a. Check packing glands and seals on all water pumps for excessive leakage. Adjust, tighten, repair, or replace as required.	☐	
b. Lubricate; and check pump and motor bearings including pump couplings for abnormal temperature and unusual noise or vibration and repair and/or replace as needed. Check pump and motor shafts for proper alignment and re-align as necessary and provide new couplings.	☐	
c. Operate equipment to check for proper operation, unusual noise and vibration.	☐	

5. PACKAGED OR SLPIT DX AIR CONDITIONG UNITS	Task Completed	Remarks
a. Clear and clean all drip pans and flush all related condensate drain lines with compressed air, water, nitrogen or other applicable means. (CONTRACTOR may be liable for water damages due to clogged drains). Install pan tablets if necessary to control algae. Tablets shall not block drain hole at any time they are used in drip pans. CONTRACTOR shall be responsible for drain lines up to where it enters the wastewater system.	☐	
b. Change all disposable air filters including automatic filters as required, but at least once every two (2) months or sooner if needed; use two (2) inch pleated, thirty percent (30%) efficiency type-FARR 30/30 or equal. The CONTRACTOR shall use the correct filter size for each equipment and shall not stack filters in the flow direction. The washable filters shall be washed at least once a month or sooner if needed. Filters shall be hand marked with the date of installation using a permanent ink marker by the technician servicing the equipment. Markings shall be easily readable with a one (1) inch minimum height font size. With the exception of Ductless Split Units, all new filters shall be positioned so that the markings are visible without having to remove the filters.	☐	

(Continue) PACKAGED OR SLPIT DX AIR CONDITIONG UNITS	Task Completed	Remarks
c. Wash permanent type filters in accordance with manufacturers specifications with detergent approved by the CA, and spray coat the washed filter with a HVAC industry approved filter treatment solution. Replace permanent type filters that are worn.	☐	
d. With the exception of Ductless Split Units, lubricate and oil all fan and motor bearings, and connections of dampers and vanes. Check controls to ensure proper operation.	☐	
e. Check all drives for wear; adjust belt tension. Replace belt as required.	☐	
f. Check ultraviolet (UV) lights and replace them if they are not working. As a minimum, UVC light shall be replaced every twelve (12) months. See Annual Service for details.	☐	
g. Check carbon dioxide (CO2) monitor systems; repair and/or replace items as needed to keep the systems operating properly. Recalibrate the CO2 monitor system per manufacturer's recommendations. Calibration of the interior CO2 sensor shall consist of comparison with readings from an outside CO2 sensor that has been calibrated and is used as the control sensor; only a relative comparison is required. Calibrate the interior sensor if the reading differs by more than seventy-five (75) parts per million (ppm). Replace CO2 sensor if it is inoperative.	☐	
h. Check back-draft and motor-controlled dampers and operators for proper operation; lubricate linkage for free movement.	☐	
i. Operate equipment to check for proper operation, unusual noise and vibration. Adjust, repair, and correct all discrepancies before certifying service report.	☐	
j. Check and record entering and leaving water temperatures and pressures of chilled water and water-cooled condenser in the "maintenance log book."	☐	
k. Check and record refrigerant compressor suction and discharge and oil pressures in the "maintenance log book.".	☐	
l. Visual check for water, refrigerant and oil leakage; correct or repair as required. Check vibration isolator mounts.	☐	
m. Check compressor, fan, and motor bearings for abnormal temperature and unusual noise; lubricate and/or replace as required.	☐	
n. Check refrigerant sight glass; change filter and/or drier if moisture indicated (Direct Expansion (DX) system). Check compressor oil level and add oil as required.	☐	
o. Check air-cooled condenser fans, sheaves, and belts. Adjust tension or replace as required.	☐	
p. Adjust alignment of bearings and sheaves for fans, motors, and compressors, and replace worn or noisy bearings or sheaves.	☐	
q. Note and run system operation through complete operating cycle and adjust for proper operation.	☐	
r. Operate equipment to check for proper operation, unusual noise and vibration.	☐	
s. Adjust chilled water temperature setting for seasonal change. (Winter: October 15th through April 30th; Summer: May 1st through October 14th). Annotate date changed and temperature settings in the "maintenance log book".	☐	
t. Certify performance of monthly maintenance service and correct and report all discrepancies.	☐	

6. STANDBY AND LEAD-LAG EQUIPMENT (including, but not limited to Pumps, Chillers) CONTROL PANELS SWITCHES AND TIME CLOCKS	Task Completed	Remarks
a. The CONTRACTOR shall be responsible for the operational changeover of all standby and lead-lag equipment (monthly, unless otherwise indicated).	☐	
b. Check lead-in wires to see that all connections are tightly secured. Clean contacts, replace if necessary.	☐	
c. Check and adjust time settings as directed or required. Charge battery for back-up if applicable, as necessary.	☐	
d. Should time clock fail - replace with electronic type with capacitance back up (Batteries are NOT ALLOWED).	☐	
e. Should bypass timer switch fail - replace with adjustable four (4)-hour programmable electronic selector switch or push button; add and/or revise wiring as necessary.	☐	
f. Should insects and/or vermin enter device housings, clean and correct housing by providing door gaskets, screens over air vents, and seal conduit openings entering the housing.	☐	
g. Operate equipment to check for proper operation.	☐	

7. CENTRIFUGAL AND SCREW CHILLER	Task Completed	Remarks
a. Check and record all chiller water and/or condenser water temperatures and pressures, including but not limited to head pressure, oil pressure and system pressure; and check oil heater.	☐	
b. Check oil pump operation; service purge compressor and purge system.	☐	
c. Check for refrigerant and oil leakage; recharge system.	☐	
d. Adjust chilled water temperature setting for seasonal changes.	☐	
e. Check, adjust, and calibrate the oxygen and refrigerant monitor and alarm system.	☐	
f. Certify monthly performance of chiller operation and maintenance service. Correct and report all discrepancies.	☐	
g. Check purging controls. If purge pump activates frequently, check for leaks and report.	☐	
h. Check moisture indicating a sight glass and drain water accumulation. If excessive moisture is present and pump does not cycle, check for source of water leak.	☐	
i. Check oil level in cup on the control modulating motor and refill as required (Carrier)	☐	

(Continue) CENTRIFUGAL AND SCREW CHILLER	Task Completed	Remarks
j. Turn oil filter handle on sump cover, two (2) or three (3) revolutions (Trane).	☐	
k. Review daily operating log for abnormal conditions and report any discrepancies. Wipe down chiller and check operation of all gauges and indicating lamps.	☐	
l. Certify that equipment has received monthly service and submit written service report to CA.	☐	

8. SCREW-TYPE CHILLERS	Task Completed	Remarks
a. Check evaporator and condenser pressures at the gauges on the unit(s) and record the readings of each equipment. CONTRACTOR shall report and troubleshoot any discrepancy with recommendations of corrective action to the CA.	☐	
b. Inspect refrigerant filter.	☐	
c. Inspect oil filter pressure drop indicator. Replace oil filter as required.	☐	
d. Check oil level and refrigerant charge.	☐	
e. Clean all water strainers in both chilled and condensing water piping systems.	☐	
f. Check refrigerant temperature drop at full load.	☐	

9. COOLING TOWER AND EVAPORATIVE CONDENSER	Task Completed	Remarks
a. Check and adjust water make-up float valve and bleed rate.	☐	
b. Check general condition of tower interior and water distribution pattern.	☐	
c. Check and lubricate motor and fan bearings.	☐	
d. Check all drives for wear; adjust belt tension. Replace belts or sheaves as required.	☐	
e. Remove foreign material from inside the tower, vacuum basin residue as required.	☐	
f. Check for leaks, patch, correct or repair immediately upon discovery or notification.	☐	

10. CLEANING OF MECHANICAL EQUIPMENT ROOMS OR ENCLOSURES	Task Completed	Remarks
a. Vacuum or wipe clean all equipment surfaces and all related appurtenance.	☐	
b. Vacuum clean or sweep complete floor and platform areas. DO NOT wet floor and platform area where there is no waterproofing.	☐	
c. Wet wash complete floor area with tap water where allowed. CAUTION: DO NOT splash water onto the electrical and mechanical equipment.	☐	
d. Remove all used, deteriorated, replaced, discarded parts and related debris.	☐	
e. Remove tall grass, brush, or other vegetation within outdoor enclosures, which affects operation or maintenance of equipment.	☐	
f. Notify the POC of any dangerous conditions, improper storage of furniture, materials and supplies which impacts CONTRACTOR's work within rooms and enclosures, including vandalism.	☐	

EXHIBIT E – QUARTERLY CHECKLIST FORM

Recurring Maintenance Checklist

TO PROVIDE MAINTENANCE AND REPAIR SERVICES FOR AIR CONDITIONING AND HEAT-VENTILATING EQUIPMENT, INCLUDING WATER TREATMENT AND ENERGY MONITORING AND CONTROL SYSTEM AT VARIOUS HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OTHER STATE PUBLIC BUILDINGS ON THE ISLAND OF KAUAI

(Submit Service Invoice with this Checklist)

SCHOOL DISTRICT OR GROUP NUMBER:		
SCHOOL OR LOCATION:		
DATE(S) OF SERVICE:		
School Representative Name (Print):	**Signature**	**Date**
_____	_____	_____
Labor Technician Name:		
1.	**6.**	
2.	**7.**	
3.	**8.**	
4.	**9.**	
5.	**10.**	

QUARTERLY SERVICE:

1. PACKAGED WATER CHILLER, RECIPROCATING COMPRESSOR, AIR-COOLED CONDENSER AND/OR CONDENSING UNIT	**Task Completed**	**Remarks**
a. Check chiller response at various cooling load conditions for proper operation and calibration of capacity control system and record settings in recurring maintenance.	☐	
b. Check operation of freeze stat and oil failure switch; record settings in the "maintenance log book".	☐	
c. Clean condenser coils of all dirt and/or salt accumulation with water, steam or surfactant chemical coil cleaning solution (alkali or acidic cleaners are not allowed) (air-cooled). The STATE reserves the right to specify a chemical coil cleaning solution to be used if the STATE sees necessary or if CONTRACTOR's cleaning solution is found non-compliant, without any additional cost implication to the STATE. If STATE specifies a chemical coil cleaner, the CONTRACTOR shall furnish the chemical coil cleaner and, with all due diligence, shall use it according to the product manufacturer's recommendations and MSDS. The CONTRACTOR will also be responsible to correct any damage to the HVAC system linked to the use of improper or unapproved cleaning products. The CONTRACTOR shall document the completed coil cleaning by taking "before and after" photos of the coils. The before and after photos shall be taken at the same angle and shall show the whole coil. The photos shall be clear and not blurry. The photos shall be submitted as part of the backup documents for the Quarterly Maintenance invoice.	☐	
d. Test and adjust "make-up" water and expansion tank.	☐	
e. Operate equipment to check for proper operation, unusual noise and vibration.	☐	
f. Certify performance of quarterly maintenance service and correct and report all discrepancies.	☐	

2. VENTILATION FANS (PART OF AIR CONDITIONING SYSTEM)	**Task Completed**	**Remarks**
a. Check back-draft and motor-controlled dampers and operators for proper operation; lubricate linkage for free movement.	☐	
b. Lubricate fan and motor bearings.	☐	
c. Check belt wear and tension; adjust or replace as needed.	☐	
d. Check sheaves for wear, replace as needed.	☐	
e. Check fan collar, bearings and shaft for wear, repair or replace as needed.	☐	
f. Replace air filters where installed.	☐	
g. Operate equipment to check for proper operation, unusual noise and vibration.	☐	

3. PACKAGED OR SLPIT DX AIR CONDITIONG UNITS	**Task Completed**	**Remarks**
a. Check chiller response at various cooling load conditions for proper operation and calibration of capacity control system and record settings in recurring maintenance.	☐	
b. Check operation of freeze stat and oil failure switch; record settings in the "maintenance log book".	☐	

(Continue) PACKAGED OR SLPIT DX AIR CONDITIONG UNITS	Task Completed	Remarks
c. Clean condenser coils of all dirt and/or salt accumulation with water, steam or surfactant chemical coil cleaning solution (alkali or acidic cleaners are not allowed) (air-cooled). The STATE reserves the right to specify a chemical coil cleaning solution to be used if the STATE sees necessary or if CONTRACTOR's cleaning solution is found non-compliant, without any additional cost implication to the STATE. If STATE specifies a chemical coil cleaner, the CONTRACTOR shall furnish the chemical coil cleaner and, with all due diligence, shall use it according to the product manufacturer's recommendations and MSDS. The CONTRACTOR will also be responsible to correct any damage to the HVAC system linked to the use of improper or unapproved cleaning products. The CONTRACTOR shall document the completed coil cleaning by taking "before and after" photos of the coils. The before and after photos shall be taken at the same angle and shall show the whole coil. The photos shall be clear and not blurry. The photos shall be submitted as part of the backup documents for the Quarterly Maintenance invoice.	☐	
d. Test and adjust "make-up" water and expansion tank.	☐	
e. Operate equipment to check for proper operation, unusual noise and vibration.	☐	
f. Certify performance of quarterly maintenance service and correct and report all discrepancies.	☐	

4. CENTRIFUGAL AND SCREW CHILLER	Task Completed	Remarks
a. Check chiller response at various load conditions for proper operation and calibration of capacity control system.	☐	
b. Check safety and purge controls; record settings.	☐	
c. Certify performance of quarterly service and correct and report all discrepancies.	☐	

5. WINDOW AND DUCTLESS SPLIT DX AIR CONDITIONERS (THREE AND ONE HALF (3-1/2) TONS OR LESS)	Task Completed	Remarks
a. Clean and wash evaporator and condenser coils of all dirt and/or salt accumulation with water, steam, or surfactant chemical coil cleaner (alkali or acidic cleaners not allowed); wash unit to remove dirt, oil, and debris from fan assembly and chassis.	☐	
b. Clean, wash, or furnish and install new filter as required.	☐	
c. Check and clean condensate pan and flush drain lines.	☐	
d. Lubricate compressor and fan motor bearings.	☐	
e. Check system refrigerant charge.	☐	
f. Run and check units' operation and controls through complete cycle, record temperature and setting when compressor cuts in.	☐	
g. Certify performance of quarterly services, report and correct all discrepancies. Submit maintenance report in writing to the CA.	☐	

6. VALVES AND CONDENSER WATER LINES, EQUIPMENT AND SUPPORTS	Task Completed	Remarks
a. The CONTRACTOR shall check and inspect all equipment shut-off valves by turning the valves on and off every three (3) months (quarterly) for proper operation and tightness.	☐	
b. Wire brush and remove rust from pipe, equipment and support surfaces, then prime and paint to prevent further rusting. Perform work immediately upon discovery of rust and/or corrosion or notification by the CA.	☐	

EXHIBIT F – SEMI-ANNUAL CHECKLIST

Recurring Maintenance Checklist
TO PROVIDE MAINTENANCE AND REPAIR SERVICES FOR AIR CONDITIONING AND HEAT-VENTILATING EQUIPMENT, INCLUDING WATER TREATMENT AND ENERGY MONITORING AND CONTROL SYSTEM AT VARIOUS HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OTHER STATE PUBLIC BUILDINGS ON THE ISLAND OF KAUAI
(Submit Service Invoice with this Checklist)

SCHOOL DISTRICT OR GROUP NUMBER:		
SCHOOL OR LOCATION:		
DATE(S) OF SERVICE:		
School Representative Name (Print):	**Signature**	**Date**
_____	_____	_____

Labor Technician Name:	
1.	**6.**
2.	**7.**
3.	**8.**
4.	**9.**
5.	**10.**

SEMI-ANNUAL SERVICE:

1. AIR HANDLING UNITS AND FAN COIL UNITS	**Task Completed**	**Remarks**
a. Except for Ductless Split Units, adjust alignment of bearings and sheaves, lubricate fan and motor bearings. Replace worn or noisy bearings or sheaves.	☐	
b. Wash cooling coils and clean all dirt accumulation, using CA approved cleaning method, including water washer, steam or surfactant chemical coil cleaner (alkali or acidic cleaners are not allowed) as necessary. UVC lights shall be fully protected during washing operations. Damaged lights shall be replaced. The CONTRACTOR shall submit to the CA a list of proposed chemical coil cleaning solution for approval. If the CONTRACTOR is found to be using a cleaning solution that is non-compliant with manufacturer's specifications or not approved in writing by the CA the CONTRACTOR shall be required to purchase and use a cleaner selected by the CA. If the STATE specifies a chemical coil cleaner, the CONTRACTOR shall furnish the chemical coil cleaner and, with all due diligence, shall use it according to the product manufacturer's recommendations and Material Safety Data Sheets (MSDS). The CONTRACTOR will also be responsible to correct any damage to the HVAC system linked to the use of improper or unapproved cleaning products. The CONTRACTOR shall document the completed coil cleaning by taking before and after photos of the coils. The before and after photos shall be taken at the same angle and shall show the whole coil. The photos shall be clear and not blurry. The photos shall be submitted as part of the backup documents for the Semi-Annual Maintenance invoice.	☐	
c. Except for Ductless Split Units, all supply and return air and supply air grilles, register and diffusers and exterior surfaces of all related air conditioning equipment shall be vacuumed and wiped clean. Use High-Efficiency Particulate Air (HEPA) vacuum and filter; use vacuum hose extension kit to reach within a foot deep of the adjoining interior section of air conditioning duct to remove accumulated dust or debris, being extra-careful not to cause any damage to the duct's interior insulation or lining. Clean fresh air intake grille and damper, and repair and/or replace deteriorated bird and/or insect screens.	☐	
d. Check and adjust belt tension with deflection gauge and replace worn belts.	☐	
e. Operate equipment to check for proper operation, unusual noise. Adjust, repair, and correct all discrepancies before certifying service report.	☐	

2. PACKAGED WATER CHILLER, RECIPROCATING COMPRESSOR, AIR-COOLED CONDENSER AND/OR CONDENSING UNIT	**Task Completed**	**Remarks**
a. Remove heads of condenser and internally brush tubes at the same time cooling tower is cleaned (water-cooled); coordinate with Water Treatment Contractor and POC.	☐	
b. Lubricate all fan, motor, and pump bearings as required.	☐	
c. Certify performance of semi-annual maintenance service and correct and report all discrepancies.	☐	

3. VENTILATION FANS (PART OF AIR CONDITIONING SYSTEM)	Task Completed	Remarks
a. Check and clean fan wheels and housings of dust, dirt, and grease.	☐	
b. Remove and wash all intake and/or exhaust or supply grilles, registers, louvers and dampers; repair or replace deteriorated bird and/or insect screens.	☐	
c. Change air filters as required.	☐	
d. Operate equipment to check for proper operation, unusual noise and vibration.	☐	

2. PUMPS	Task Completed	Remarks
a. Remove and clean strainer for all condenser pumps after tower cleaning.	☐	
b. Check and blow down strainer to chilled water pumps. Remove and clean strainer if excessive debris is noted.	☐	
c. Check condition of insulation; repair and/or re-insulate properly and immediately, including any time disturbing of insulation is required to make repairs, or upon discovery or notification.	☐	
d. Log suction and discharge pressures and motor amperes for all pumps in the maintenance checklist.	☐	
e. Clean and remove all dust and foreign matter. Clean all rust spots and scratches and touch up paint with matching color, immediately upon discovery or notification.	☐	
f. Check motor coupling for alignment; mounting bolts are secure. Cracked and deteriorated rubber coupling inserts shall be removed and new coupling inserts shall be provided once shaft alignment is checked and corrected.	☐	
g. Operate equipment to check for proper operation, unusual noise and vibration.	☐	

4. PACKAGED OR SLPIT DX AIR CONDITIONG UNITS	Task Completed	Remarks
a. Except for Ductless Split Units, adjust alignment of bearings and sheaves, lubricate fan and motor bearings. Replace worn or noisy bearings or sheaves.	☐	
b. Wash cooling coils and clean all dirt accumulation, using CA approved cleaning method, including water washer, steam or surfactant chemical coil cleaner (alkali or acidic cleaners are not allowed) as necessary. UVC lights shall be fully protected during washing operations. Damaged lights shall be replaced. The CONTRACTOR shall submit to the CA a list of proposed chemical coil cleaning solution for approval. If the CONTRACTOR is found to be using a cleaning solution that is non-compliant with manufacturer's specifications or not approved in writing by the CA the CONTRACTOR shall be required to purchase and use a cleaner selected by the CA. If the STATE specifies a chemical coil cleaner, the CONTRACTOR shall furnish the chemical coil cleaner and, with all due diligence, shall use it according to the product manufacturer's recommendations and Material Safety Data Sheets (MSDS). The CONTRACTOR will also be responsible to correct any damage to the HVAC system linked to the use of improper or unapproved cleaning products. The CONTRACTOR shall document the completed coil cleaning by taking before and after photos of the coils. The before and after photos shall be taken at the same angle and shall show the whole coil. The photos shall be clear and not blurry. The photos shall be submitted as part of the backup documents for the Semi-Annual Maintenance invoice.	☐	
c. Except for Ductless Split Units, all supply and return air and supply air grilles, register and diffusers and exterior surfaces of all related air conditioning equipment shall be vacuumed and wiped clean. Use High-Efficiency Particulate Air (HEPA) vacuum and filter; use vacuum hose extension kit to reach within a foot deep of the adjoining interior section of air conditioning duct to remove accumulated dust or debris, being extra-careful not to cause any damage to the duct's interior insulation or lining. Clean fresh air intake grille and damper, and repair and/or replace deteriorated bird and/or insect screens.	☐	
d. Check and adjust belt tension with deflection gauge and replace worn belts.	☐	
e. Operate equipment to check for proper operation, usual noise. Adjust, repair, and correct all discrepancies before certifying service report.	☐	
f. Remove heads of condenser and internally brush tubes at the same time cooling tower is cleaned (water-cooled); coordinate with Water Treatment Contractor and POC.	☐	
g. Lubricate all fan, motor, and pump bearings as required.	☐	
h. Certify performance of semi-annual maintenance service and correct and report all discrepancies.	☐	

5. STANDBY AND LEAD-LAG EQUIPMENT (including, but not limited to Pumps, Chillers) CONTROL PANELS SWITCHES AND TIME CLOCKS	Task Completed	Remarks
a. Thoroughly clean out all dust and dirt from inside of housing by wiping down exterior with shop towel.	☐	
b. Check and tighten loose fasteners and adjust spring tensions as required.	☐	
c. Check and operate all release mechanisms to see that they are in proper working order.	☐	
d. Clean out all dust and dirt from inside of all control and/or electrical panels by using dry compressed nitrogen to blow out dust and foreign matters.	☐	
e. Operate equipment to check for proper operation.	☐	

6. CENTRIFUGAL AND SCREW CHILLER	Task Completed	Remarks
a. Remove heads of condenser and internally brush tubes at the same time cooling tower is cleaned; coordinate with Water Treatment Contractor and POC.	☐	
b. Perform pressure test to detect refrigerant leaks.	☐	
c. Check condition of insulation; repair and/or reinsulate properly and immediately, including any time disturbing of insulation is required to make repairs, or upon discovery or notification.	☐	
d. Certify performance of semi-annual service and correct and report all discrepancies.	☐	
e. Check, test, and adjust all safety controls, switches, loading and unloading of the chiller; record settings for each machine on tags and affix to machine.	☐	
f. Check and report any oil pump wear and oil leaks.	☐	
g. Check functioning of all control valves, gauges, thermometers. List defective items and submit written report to CA.	☐	
h. Clean purge drum, lubricate purge motor bearings, and adjust belt tension (Trane).	☐	
i. Clean and remove all dust and foreign matter in the chiller control panels with air or other safe means.	☐	
j. Test and adjust "make-up water" for chilled water system.	☐	
k. Lubricate vane linkage arms (Trane). DO NOT LUBRICATE VANE LINKAGE BELLOWS ASSEMBLY OR THE SHAFT OF THE PNEUMATIC VAN OPERATOR.	☐	
l. Check purge unit inlet drier cartridge and replace.	☐	
m. Check and record motor amperage for each chiller for twenty-four (24)-hour period. Adjust lead-lag controls for each chiller as directed by the POC. Adjust chiller control to obtain proper loading and cycling for optimum running.	☐	
n. Clean all rust spots and scratches and touch-up paint with matching color.	☐	
o. Certify that chiller has received semi-annual service and submit semi-annual maintenance report including recommendations for each chiller to the CA.	☐	

7. SCREW-TYPE CHILLERS	Task Completed	Remarks
a. Have a qualified laboratory perform a compressor oil analysis to determine moisture content acid level. CONTRACTOR shall report result and troubleshoot any discrepancy with recommendations of corrective action to the CA.	☐	
b. Tighten all electrical connections in the control panel and starter panel.	☐	

8. COOLING TOWER AND EVAPORATIVE CONDENSER	Task Completed	Remarks
a. Drain, clean, and flush tower; coordinate with WTC and POC.	☐	
b. Clean condenser suction screen, drift eliminators, spray nozzles, vacuum basin residue.	☐	
c. Certify semi-annual cleaning of towers and correct and report any discrepancies to the CA.	☐	

EXHIBIT G – ANNUAL CHECKLIST FORM

Recurring Maintenance Checklist

TO PROVIDE MAINTENANCE AND REPAIR SERVICES FOR AIR CONDITIONING AND HEAT-VENTILATING EQUIPMENT, INCLUDING WATER TREATMENT AND ENERGY MONITORING AND CONTROL SYSTEM AT VARIOUS HAWAII STATE DEPARTMENT OF EDUCATION SCHOOLS AND OTHER STATE PUBLIC BUILDINGS ON THE ISLAND OF KAUAI

(Submit Service Invoice with This Checklist)

SCHOOL DISTRICT OR GROUP NUMBER:		
SCHOOL OR LOCATION:		
DATE(S) OF SERVICE:		
School Representative Name (Print):	**Signature**	**Date**
_____	_____	_____
Labor Technician Name:		
1.	**6.**	
2.	**7.**	
3.	**8.**	
4.	**9.**	
5.	**10.**	

ANNUAL SERVICE:

1. AIR HANDLING UNITS AND FAN COIL UNITS	**Task Completed**	**Remarks**
a. Except for Ductless Split Units, check pressure drop and temperature differential across coils, and log readings. Clean strainers and check vents and drains on chill water coils.	☐	
b. Secure all loose housing, seal leaks, and touch-up paint after treating and cleaning all rust.	☐	
c. Except for Ductless Split Units, replace all UVC light tubes that have not been replaced since the last annual service. The UVC light replacement date (MM/DD/YY) shall be written or marked on the light bulb using a permanent marker. Ensure that UVC light is operating and replace if it is not working. UVC light bulbs shall be replaced every twelve (12) months at a minimum. Following execution of the Contract, a UVC light replacement schedule shall be submitted to the CA for approval. The CONTRACTOR shall submit backup documentations such as order or bill of lading or delivery sheets and invoices to prove that replacement UVC lights were ordered, delivered and installed. The backup documents shall be attached to the CONTRACTOR's Annual Maintenance invoice. The invoice will not be processed unless the aforementioned backup documents are submitted and the UVC lights are replaced.	☐	
d. Replace all fresh intake filter bags, with new bags where applicable.	☐	
e. Check condition of insulation; repair and/or reinsulate properly and immediately, including any adjustments made to the insulation when required to make repairs, or upon discovery or notification.	☐	
f. Calibrate pneumatic and/or electric temperature controls.	☐	
g. Clean all fan wheels and interior housings.	☐	
h. Except for Ductless Split Units, check for VAV boxes. Locate and exercise every VAV box primary air damper to verify it responds to “open-close” commands. Adjust, repair or replace the components or the whole VAV terminal as required to provide full operational function.	☐	
i. Operate equipment to check for proper operation, unusual noise and vibration. Adjust, repair, and correct all discrepancies before certifying service report.	☐	

2. TEMPERATURE CONTROLS	**Task Completed**	**Remarks**
a. Replace worn parts or complete controls with new or reconditioned equivalents, as conditions warrant.	☐	
b. Replace all worn contactors.	☐	
c. Operate equipment to check for proper operation.	☐	

3. PACKAGED WATER CHILLER, RECIPROCATING COMPRESSOR, AIR-COOLED CONDENSER AND/OR CONDENSING UNIT	Task Completed	Remarks
a. Have compressor crankcase oil analyzed and submit written report; replace if contaminated; clean or replace strainer and oil filter.	☐	
b. Check and clean or replace all strainers, filters, and refrigerant and/or driers.	☐	
c. Megger compressor motor and submit report; check starter relay and control contacts and electrical connections for tightness and clean as required.	☐	
d. Add chilled water chemicals as necessary.	☐	
e. Test operate control switches, compressor unloading and safeties; calibrate and record settings. Adjust as required.	☐	
f. Check and clean all unit housings (inside, outside, and components), seal leaks, and remove rust from exterior component and touch-up paint with matching color, immediately upon discovery or notification.	☐	
g. Check condition of insulation; re-insulate properly and immediately, including any adjustments made to the insulation when required to make repairs, or upon discovery or notification.	☐	
h. Operate equipment to check for proper operation, unusual noise and vibration.		
i. Certify performance of annual service, report and correct all discrepancies. Submit maintenance report in writing to CA within thirty (30) days of service.	☐ ☐	

4. PACKAGED OR SPLIT DX AIR CONDITIONG UNITS	Task Completed	Remarks
a. Except for Ductless Split Units, check pressure drop and temperature differential across coils, and log readings. Clean strainers and check vents and drains on chill water coils.	☐	
b. Secure all loose housing, seal leaks, and touch-up paint after treating and cleaning all rust.	☐	
c. Upon issuance of the notice to proceed, the CONTRACTOR shall replace all UVC light tubes and shall continue to check them every month (See Monthly Service) and replace them when they are not working. The UVC light replacement date (MM/DD/YY) shall be written or marked on the light bulb using a permanent marker. Except for Ductless Split Units, ensure that UVC light is operating and replace if it is not working. UVC light bulbs shall be replaced every twelve (12) months at a minimum. Following execution of the Contract, a UVC light replacement schedule shall be submitted to the CA for approval. The CONTRACTOR shall submit backup documentations such as order or bill of lading or delivery sheets and invoices to prove that replacement UVC lights were ordered, delivered and installed. The backup documents shall be attached to the CONTRACTOR's Annual Maintenance invoice. The invoice will not be processed unless the aforementioned backup documents are submitted and the UVC lights are replaced.	☐	
d. Replace all fresh intake filter bags, with new bags where applicable.	☐	
e. Check condition of insulation; repair and/or reinsulate properly and immediately, including any adjustments made to the insulation when required to make repairs, or upon discovery or notification.	☐	
f. Calibrate pneumatic and/or electric temperature controls.	☐	
g. Clean all fan wheels and interior housings.	☐	
h. Except for Ductless Split Units, check for VAV boxes. Locate and exercise every VAV box primary air damper to verify it responds to “open-close” commands. Adjust, repair or replace the components or the whole VAV terminal as required to provide full operational function.	☐	
i. Operate equipment to check for proper operation, unusual noise and vibration. Adjust, repair, and correct all discrepancies before certifying service report.	☐	
j. Have compressor crankcase oil analyzed and submit written report; replace if contaminated; clean or replace strainer and oil filter.	☐	
k. Check and clean or replace all strainers, filters, and refrigerant and/or driers.	☐	
l. Megger compressor motor and submit report; check starter relay and control contacts and electrical connections for tightness and clean as required.	☐	
m. Add chilled water chemicals as necessary.	☐	
n. Test operate control switches, compressor unloading and safeties; calibrate and record settings. Adjust as required.	☐	
o. Check and clean all unit housings (inside, outside, and components), seal leaks, and remove rust from exterior component and touch-up paint with matching color, immediately upon discovery or notification.	☐	
p. Check condition of insulation; re-insulate properly and immediately, including any adjustments made to the insulation when required to make repairs, or upon discovery or notification.	☐	
q. Operate equipment to check for proper operation, unusual noise and vibration.	☐	
j. Certify performance of annual service, report and correct all discrepancies. Submit maintenance report in writing to CA within thirty (30) days of service.	☐	

5. CENTRIFUGAL AND SCREW CHILLER	Task Completed	Remarks
Note: It is the CONTRACTOR's responsibility to keep chillers running at a high efficiency with minimum downtime for repairs. The CONTRACTOR shall repair the equipment as required based on oil and vibration analyses, purge counts, and other maintenance checks to ensure machinery is not operated to failure and proper, timely repairs are accomplished to prevent breakdown. An annual service preventive maintenance schedule for all chillers shall be provided to the CA within thirty (30) days after full execution of this Contract. Annual services and inspection shall include, but is not limited to:		
a. Oil Analysis: CONTRACTOR shall have chiller and purge compressor oil analyzed. This shall include a full spectrum analysis to be collected under Environmental Protection Agency (EPA) guidelines. The spectrochemical analysis shall test for wear and corrosion elements in the oil sample. This shall include, but not be limited to: iron, chromium, aluminum, lead, silicon, tin, and zinc. Reported results shall be in parts per million (ppm). The Karl Fisher method shall determine the water content of the oil. The CONTRACTOR shall submit an annual written report to the CA within fourteen (14) days of the oil analysis receipt. The report shall include the CONTRACTOR's "expert" evaluation and recommendations for repairs if any are required; i.e., including but not limited to, seal replacements, overhauls, along with a cost proposal for repairs.	☐	
b. Vibration Analysis shall be conducted annually prior to the oil analysis and a baseline trend established, charted, and compared with the manufacturer's specifications. This trend chart shall be provided to the CA as part of the annual written report. CONTRACTOR shall make recommendations for repairs, if required, based on the results of analyses.	☐	
c. Annually brush 100% of the condenser tubes. Remove heads of condenser and internally brush tubes at the same time cooling tower is cleaned; coordinate with Water Treatment Contractor (WTC).	☐	
d. Inspect starters for proper operation.	☐	
e. Check, adjust, and calibrate all safety switches and alarms for proper operation. This shall include, but not be limited to: 1) High-pressure cutoff; 2) Low-pressure cutoff; 3) Low oil pressure switch; 4) Oil pump timers; 5) Flow switches; 6) Pump interlocks; 7) System monitor timers; 8) System freeze stats; 9) Vane closing switches; and 10) Oxygen and /or refrigerant monitor and alarm system.	☐	
f. Check operation of all operating controls, which includes but is not limited to: 1) Temperature control stats; 2) Motor load limit controls; 3) Vane operation controls; and 4) Variable frequency drive units (if applicable).	☐	
g. Check operation of chiller unit, which includes but is not limited to: 1) Leak check compressor fittings and terminals; 2) Leak check purge compressor (if applicable); 3) Leak check oil pump and fittings; 4) Leak check relief valves and rupture disk; and 5) Service surge compressor and purge system.	☐	
h. Check operation of main starter, which includes but is not limited to: 1) Examine contacts on all electrical connections; 2) Verify overload and trip settings; and 3) Test all electrical connections.	☐	
i. Make recommendation to clean and/or wash any air cooled coils including chemical solution as required.	☐	
j. The CONTRACTOR shall brush 100% all the condenser tubes once every year and Eddy Current Test 100% of the condenser tubes no less than one (1) time every five (5) years. The technician performing such tests must hold a current Level 2 certification from American Standard for Nondestructive Testing (ASNT) standard SNT-TC-1A. Proof of this certification shall be included with Offeror's proposal. The CONTRACTOR shall brush 100% all the evaporator tubes at least once every five (5) years or as needed. For this Contract, CONTRACTOR shall brush all evaporator tubes within the first year of this Contract and shall brush them again if needed.	☐	

(Continue) CENTRIFUGAL AND SCREW CHILLER	Task Completed	Remarks
k. The standard requirement is to Eddy Current Test 100% of the evaporator tubes no less than one time every five (5) years. For this Contract, the CONTRACTOR shall perform all eddy current testing within the first year of this Contract. Priority shall be based on the observed condition of the system (taken during the initial survey); i.e. worst conditions shall be accomplished first. The technician performing such tests must hold a current Level 2 certification from American Standard for Nondestructive Testing (ASNT) standard SNT-TC-1A.	☐	
l. CONTRACTOR must brush tubes (condenser and evaporator) before each Eddy Current Test is performed. Priority shall be based on the observed condition of the system (taken during the initial survey); for example, worst conditions shall be accomplished first.	☐	
m. Megger Insulation Test on compressor motor. Megger chiller and oil pump motors, check relay contacts and electrical connections. Establish baselines for future comparisons. CONTRACTOR shall make recommendations as required.	☐	
n. Electronic leak test entire system and repair leaks.	☐	
o. Inspect starter panel and main contacts for pitting and burring. Clean contacts and/or repair as necessary. Torque all connections and clean starter.	☐	
p. Copy of annual inspection report (CONTRACTOR's form) shall be forwarded to CA for formal review.	☐	
q. Clean or back flush heat exchanger. CONTRACTOR shall also replace oil filter and oil return filter and/or driers (external and internal), CONTRACTOR shall make recommendation if oil change required; replace oil reclaim filter and/or strainer (when applicable); and replace refrigerant filter.	☐	
r. Replace coolant (After cleaning heat exchanger (Hxer)).	☐	
s. Replace or clean starter air filters if applicable.	☐	
t. Run through a regular purge cycle to ensure that all parts are operating within correct parameters. Operate purge unit to remove non-condensable gases, obtain vacuum, ensure unit operates properly, and check purge unit canister for depletion, replace as required.	☐	

6. SCREW-TYPE CHILLERS	Task Completed	Remarks
a. Test vent piping of all relief valves for presence of refrigerant to detect improperly sealed valves. Replace as necessary.	☐	
b. Test the differential pressure switch setting.	☐	
c. Measure the compressor motor winding resistance to ground. A qualified service technician should conduct this check to ensure that the findings are properly interpreted. The CONTRACTOR shall submit report and troubleshoot any discrepancy with recommendations of corrective action to the CA. Overhaul or replacement of a compressor is not included in the scope of work and will be an additional cost item.	☐	
d. Check oil level and refrigerant charge.	☐	
e. Leak-test the chiller and check operating and safety controls and electrical components.	☐	

GENERAL CONDITIONS

Table of Contents

Page(s)

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

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.

2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

   a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.

   b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.

   c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.

   d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

   e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.

   f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.

h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.

i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.

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

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

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

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

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

(1) The Assignee assumes all of the CONTRACTOR'S obligations;

(2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and

(3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

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

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

c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.

d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.

7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.

9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.

10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.

11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.

12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.

a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

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

(1) Cancel the stop performance order; or

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

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

(1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and

(2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

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

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

13. Termination for Default.

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

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

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

c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.

d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.

e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.

f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.

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

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

(1) Any completed goods or work product; and

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

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

d. Compensation.

(1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.

(2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.

(3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:

(A) Contract prices for goods or services accepted under the Contract;

(B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);

(D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.

b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.

c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.

b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.

c. Prompt payment.

(1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and

(2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.

d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

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

19. Modifications of Contract.

a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.

b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:

(A) Changes in the work within the scope of the Contract; and

(B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.

d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.

e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.

f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.

g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least $25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.

h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.

i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.

20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:

(1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;

(2) Method of delivery; or

(3) Place of delivery.

a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

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

b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.

c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.

d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:

(1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(2) By unit prices specified in the Contract or subsequently agreed upon;

(3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;

(4) In such other manner as the parties may mutually agree; or

(5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.

b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

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

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

a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:

(1) Description of performance (Attachment 1);

(2) Time of performance (i.e., hours of the day, days of the week, etc.);

(3) Place of performance of services;

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;

(5) Method of shipment or packing of supplies; or

(6) Place of delivery.

b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.

c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.

d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.

e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.

24. Confidentiality of Material.

a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.

26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.

27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:

a. The cost or pricing data, and

b. A state contract, including subcontracts, other than a firm fixed-price contract.

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

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

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

31. Records Retention.

(1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

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

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

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

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.

36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.

37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.

38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.

39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.

40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.

41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.

42. Confidentiality of Personal Information.

a. Definitions.

"Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

(1) Social security number;

(2) Driver's license number or Hawaii identification card number; or

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

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

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

b. Confidentiality of Material.

(1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.

(2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

(3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

(4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

(5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.

(6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

(1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.

(2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

(A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;

(B) Access to the personal information will be allowed only as necessary to perform the Contract; and

(C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

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

(1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or

(2) Immediately terminate this Contract.

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

e. Records Retention.

(1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

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