I. REQUEST
Request to Authorize the Interim Executive Director to Award and Execute a Three-Year Contract with Two One-Year Options to Extend to Narito Sheetmetal & Mechanical Corporation for Air Conditioning and Ventilation Systems Inspection, Maintenance and Repair Services for HCDA’s Offices at the American Brewery Building Located at 547 Queen Street, Honolulu, Hawaii, in an amount not to exceed $265,658.00 in accordance with Bid Form Nos. 4-6 for HCDA IFB 02-2022.

II. BACKGROUND
The ABB serves as the HCDA’s permanent office location, and professional air conditioning and ventilation systems inspection, maintenance and repair services are necessary to provide a fully functioning system for staff and office visitors. The HCDA does not employ staff with necessary tools and expertise to provide such air conditioning and ventilation systems maintenance and repair services for the ABB.

On January 25, 2022, the HCDA issued an Invitation for Bids ("IFB") solicitation for the Air Conditioning and Ventilation Systems Inspection, Maintenance and Repair Services for the HCDA’s American Brewery Building (IFB No. HCDA 02-2022). The IFB is attached as Exhibit A.

The solicitation was conducted pursuant to Hawaii Revised Statutes ("HRS") Chapter 103D-302 Competitive Sealed Bidding. HRS §103D-302(h) specifies, “the contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.”

The scope of work under this solicitation includes:
1. Monthly Inspection, Bi-Monthly, Quarterly, Semi-Annual and Annuals Services;
2. Monthly Service Reporting; and
3. Maintenance History Report;

Bids for the solicitation were due on February 7, 2022. A summary of the two (2) bids received by the deadline is attached as Exhibit B. However, the lowest bidder failed to upload the required bid forms and licenses and was therefore deemed unresponsive and disqualified from an award.

Narito Sheetmetal & Mechanical Corporation submitted the only responsive, responsible bid of $68,064.00 for the initial contract term, plus $23,614.00 for the first one-year extension option and $23,980.00 for the second one-year extension option, if exercised. Narito Sheetmetal & Mechanical Corporation’s bid form, is attached as Exhibit C.
An annual allowance of $30,000.00 per year (for a maximum of $150,000.00 over the five-year term if both extension options are exercised) will be added to the bid price for any additional work. The HCDA must give prior written approval for all items utilizing the allowance. Allowance billing may include work done by subcontractors, additional labor charges, taxes and fees, and Contractor mark-up and repair material and replacement parts in excess of $500.00 per occurrence. The contractor shall provide appropriate invoices and labor charges to support any request for payment under this repair allowance.

III. DISCUSSION
The previous five-year contract to provide ABB Air Conditioning and Ventilation Systems Inspection, Maintenance and Repair Services expired on November 30, 2021. That contract with Honeywell was worth $48,570.30 for the initial three-year term, plus $16,675.64 for the first one-year extension option and $17,175.73 for the second one-year extension option, plus an allowance of $30,000.00 per year.

Just over $93,000.00 was spent over the five-year Honeywell contract, as there were no major repairs requiring use of the allowance funds. The remaining balance was returned to the HCDA Special Fund.

The scope of work for the new contract is generally the same as the previous contract with Honeywell. HCDA staff recommends keeping the $30,000.00 annual allowance in place for any unforeseen additional work, parts and materials, or specialized labor. This allowance would only be spent with the prior approval of the HCDA. Any unused funds would be returned to the HCDA Special Fund at the end of each contract year.

There are sufficient funds in HCDA’s Special Fund to cover the cost of this new contract.

See next page
IV. RECOMMENDATION
It is recommended that the Board Authorize the Interim Executive Director to Award and Execute a Three-Year Contract with Two One-Year Options to Extend to Narito Sheetmetal & Mechanical Corporation for Air Conditioning and Ventilation Systems Inspection, Maintenance and Repair Services for HCDA’s Offices at the American Brewery Building, Located at 547 Queen Street, Honolulu, Hawaii, in an amount not to exceed $265,658.00 in accordance with Bid Form Nos. 4-6 for HCDA IFB 02-2022 and undertake all tasks necessary to effectuate the purpose(s) of this For Action.

Attachments:
Exhibit A – HCDA IFB 02-2022
Exhibit B – HiLePRO Summary of Bids
Exhibit C – Narito Sheetmetal & Mechanical Corporation Bid Form Nos. 4-6 for HCDA IFB 02-2022

Prepared By: Alicia Wailehua-Hansen, Asset Management Specialist

Reviewed By: Lindsey Doi, Asset Manager

Reviewed By: Craig Nakamoto, Interim Executive Director
Hawaii Community Development Authority

Department of Business, Economic Development and Tourism

State of Hawaii

Invitation for Bids
(IFB No. HCDA 02-2022)

Air Conditioning and Ventilation Systems Inspection, Maintenance and Repair Services for the Hawaii Community Development Authority (HCDA) American Brewery Building (ABB)

Located at:

547 Queen Street
Honolulu, Oahu, Hawaii

APPROVED:

_______________________________  Date: 01/25/22
Deepak Neupane, P.E., AIA
Executive Director
# TABLE OF CONTENTS

SECTION ONE - INTRODUCTION AND SIGNIFICANT DATES ........................................... 1
  1.1 TERMS AND ACROYNMS ............................................................................................... 1
  1.2 INTRODUCTION .............................................................................................................. 2
  1.3 SCHEDULE ........................................................................................................................ 2
  1.4 HCDA POINT OF CONTACT .......................................................................................... 3

SECTION TWO – SPECIFICATIONS .......................................................................................... 4
  2.1 SCOPE OF WORK ............................................................................................................. 4
  2.2 ALLOWANCE FOR ADDITIONAL WORK ..................................................................11
  2.3 WORK PLAN ....................................................................................................................12
  2.4 STAFFING ........................................................................................................................12
  2.5 MAINTENANCE HISTORY REPORT ...........................................................................13
  2.6 DUE CARE AND DILIGENCE ........................................................................................13
  2.7 SUBCONTRACTORS ......................................................................................................13
  2.8 WORK BY OTHERS ........................................................................................................14
  2.9 TERM OF CONTRACT ....................................................................................................14
  2.10 GENERAL REQUIREMENTS .........................................................................................15
  2.11 PERFORMANCE MONITORING AND INSPECTIONS ..................................................16

SECTION THREE - SPECIAL PROVISIONS.............................................................................17
  3.1 BIDDER QUALIFICATIONS ......................................................................................... 17
  3.2 PRE-BID CONFERENCE, ADDENDA, AND CLARIFICATIONS ............................. 17
  3.3 PRE-BID SITE INSPECTION ......................................................................................... 18
  3.4 BID PREPARATION ....................................................................................................... 19
  3.5 SUBMISSION OF BID .................................................................................................... 20
  3.6 RESPONSIBILITY OF BIDDERS .................................................................................. 20
  3.7 CERTIFICATION OF INDEPENDENT COST DETERMINATION ........................... 21
  3.8 DISQUALIFICATION OF BIDS ..................................................................................... 21
  3.9 CANCELLATION OF SOLICITATIONS AND REJECTION OF BIDS ...................... 21
  3.10 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS ...... 22
  3.11 STATUTORY REQUIREMENTS OF SECTION 103-55, HRS ..................................... 22
  3.12 PAYROLL AFFIDAVITS ............................................................................................... 23
  3.13 CONTRACT PRICE ADJUSTMENT PURSUANT TO SECTION 103-55, HRS ......... 23
  3.14 LIABILITY INSURANCE ............................................................................................... 24
  3.15 AWARD OF CONTRACT ............................................................................................... 26
  3.16 EXECUTION OF CONTRACT ....................................................................................... 26
  3.17 NOTICE TO PROCEED .............................................................................................. 26
  3.18 INVOICING ..................................................................................................................... 26
  3.19 PAYMENT .................................................................................................................... 26
  3.20 PERMITS, LICENSES, AND TAXES ........................................................................ 27
  3.21 ENVIRONMENTAL POLLUTION CONTROL ......................................................... 27
  3.22 RE-EXECUTION OF WORK .......................................................................................... 27
3.23 REMOVAL OF CONTRACTOR’S EMPLOYEES ................................................................. 27
3.24 RIGHTS AND REMEDIES FOR DEFAULT ................................................................. 28
3.25 LIQUIDATED DAMAGES ............................................................................................. 28

SECTION FOUR – ATTACHMENTS .................................................................................... 29

ATTACHMENT 1 - BID FORMS, BF 1 -BF 7
ATTACHMENT 2 – POSITION CLASS SPECIFICATIONS/MINIMUM QUALIFICATIONS
ATTACHMENT 3 - AG-008 103D GENERAL CONDITIONS

EXHIBIT A – Site Map for American Brewery Building Premises
EXHIBIT B – Floor Plan for American Brewery Building Premises
EXHIBIT C – Equipment List
SECTION ONE - INTRODUCTION AND SIGNIFICANT DATES

1.1 TERMS AND ACROYNMS

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>AG</td>
<td>State of Hawaii, Department of the Attorney General</td>
</tr>
<tr>
<td>ABB</td>
<td>American Brewery Building</td>
</tr>
<tr>
<td>Form AG-008</td>
<td>State of Hawaii Department of the Attorney General General Conditions Form</td>
</tr>
<tr>
<td>Bidder</td>
<td>Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the goods, services, or construction contemplated</td>
</tr>
<tr>
<td>COGS</td>
<td>Certificate of Good Standing</td>
</tr>
<tr>
<td>Contractor</td>
<td>The Bidder awarded a contract under this Electronic Invitation for Bid</td>
</tr>
<tr>
<td>GET</td>
<td>General Excise Tax</td>
</tr>
<tr>
<td>HAR</td>
<td>Hawaii Administrative Rules</td>
</tr>
<tr>
<td>HCDA</td>
<td>Hawaii Community Development Authority, a body corporate and public instrumentality of the State of Hawaii</td>
</tr>
<tr>
<td>HCE</td>
<td>Hawaii Compliance Express</td>
</tr>
<tr>
<td>HiPRO</td>
<td>State of Hawaii Electronic Procurement System</td>
</tr>
<tr>
<td>HRS</td>
<td>Hawaii Revised Statutes</td>
</tr>
<tr>
<td>HST</td>
<td>Hawaii Standard Time</td>
</tr>
<tr>
<td>IFB</td>
<td>Invitation for Bids</td>
</tr>
<tr>
<td>SPO</td>
<td>State of Hawaii Procurement Office</td>
</tr>
<tr>
<td>STATE</td>
<td>State of Hawaii, including its departments, agencies, and political subdivisions</td>
</tr>
</tbody>
</table>
### 1.2 INTRODUCTION

The Hawaii Community Development Authority ("HCDA") is a body corporate and public instrumentality of the State of Hawaii, administratively attached to the State of Hawaii’s Department of Business, Economic Development & Tourism.

The HCDA is the owner of the American Brewery Building located at 547 Queen Street, Honolulu, Hawaii, 96813 (hereinafter referred to as the “Premises”) identified in the Site Map attached hereto as Exhibit A and as described in the Floor Plans attached hereto as Exhibit B.

The HCDA requires the services of a Contractor for inspection, maintenance and repair services for the air conditioning and ventilation systems on the Premises.

### 1.3 SCHEDULE

<table>
<thead>
<tr>
<th>HHePRO Posting/Procurement Notice System:</th>
<th>Wednesday, January 26, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Optional Informational Pre-Bid Conference:</td>
<td>Thursday, January 27, 2022 1:00 p.m. HST</td>
</tr>
<tr>
<td><em>In accordance with social distancing guidelines in response to the COVID-19 situation, the health and welfare of the community is of utmost concern. Therefore, this meeting will be held virtually via Zoom.</em></td>
<td></td>
</tr>
<tr>
<td><strong>Zoom Meeting:</strong></td>
<td></td>
</tr>
<tr>
<td><a href="https://zoom.us/j/96588789576?pwd=am85YjlSd0pEcGZrdi94dUxFOGtxdz09">https://zoom.us/j/96588789576?pwd=am85YjlSd0pEcGZrdi94dUxFOGtxdz09</a></td>
<td></td>
</tr>
<tr>
<td><strong>Meeting ID:</strong> 965 8878 9576  <strong>Passcode:</strong> 434019</td>
<td></td>
</tr>
<tr>
<td>Optional Pre-Bid Site Inspection:</td>
<td>Friday, January 28, 2022 10:00 a.m. HST</td>
</tr>
<tr>
<td>Hawaii Community Development Authority</td>
<td></td>
</tr>
<tr>
<td>American Brewery Building</td>
<td></td>
</tr>
<tr>
<td>547 Queen Street</td>
<td></td>
</tr>
<tr>
<td>Honolulu, Hawaii 96813</td>
<td></td>
</tr>
<tr>
<td>Please be advised that Governor David Ige signed Executive Order No. 21-07 on September 8, 2021, which requires all contractors such as yourselves to either provide proof of vaccination against COVID-19 or a negative COVID-19 test as a condition of entry onto State property and into</td>
<td></td>
</tr>
</tbody>
</table>
State facilities. Due to this circumstance, those that will be attending the Pre-Bid Site inspection will need to sign an attestation form indicating that they are fully vaccinated or have taken a COVID-19 test 72 hours prior to entering the State Facility.

| **Deadline to Submit Written Inquiries:** | Monday, January 31, 2022 1:00 p.m. HST |
| **Response to Written Inquiries** | Wednesday, February 2, 2022 4:00 p.m. HST |
| **Deadline for Solicitation:** | Monday, February 7, 2022 4:00 p.m. HST |
| **Anticipated Contract Start Date:** | Friday, April 1, 2022 |

### 1.4 HCDA POINT OF CONTACT

The HCDA Point of Contact for this Invitation for Bids (“IFB”) is Lindsey Doi, HCDA Asset Manager, or her designated contract representative (“Contract Administrator”), either of whom may be contacted at:

- Phone: (808) 594-0300
- Fax: (808) 594-0299
- Email: dbedt.hcda.contact@hawaii.gov

**END OF SECTION**
SECTION TWO – SPECIFICATIONS

2.1 SCOPE OF WORK

The Contractor shall furnish all labor, programming tools, materials, parts, tools, lubricants, refrigerant, equipment, supplies, supervision, transportation and any and all other items necessary for the regular inspection, maintenance and repairs to the air conditioning and ventilation systems servicing the Premises.

The Contractor shall completely guarantee the satisfactory operation of the air conditioning and ventilation systems located on the Premises, and shall perform scheduled preventive maintenance service, trouble calls, and emergency repairs for the air conditioning and ventilation systems covered under this IFB. Such service shall consist of thorough maintenance work in accordance with the best commercial practices governing the maintenance of air conditioning and ventilation systems.

All services shall be as specified in this IFB and shall be subject to inspection and approval by the Contract Administrator.

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

The Contractor is responsible for maintaining and servicing the electrical and control portions of each Air Conditioning Unit (“Units”) from the circuit breaker in the electric panel, including repairing all electrical problems, except electric utility power problems, which the Contractor must work with electric utility provider to resolve.

The Contractor shall promptly and properly remove and dispose of all trash (i.e., old filters, belts, motors, replaced parts etc.) from the Premises, which is produced by their work under this IFB.

All labor, equipment, parts (in accordance with the terms described herein), materials, and tools necessary to perform a thorough servicing of all parts, lubrication, adjusting, protective painting and replacing of all parts where needed to keep the units in continuous operating condition shall be included in the contract bid price in accordance with Section F. PARTS AND MATERIALS.

The Contractor shall not be responsible for the labor and material costs for repairs due to flagrant vandalism, fire, severe weather, or related damage which can be attributed to circumstances beyond the Contractor’s control. However, the Contractor shall be solely responsible for all damage caused by the Contractor or the Contractor's failure to properly maintain, repair, close, secure or leave the air conditioning and ventilation systems in proper operating condition (e.g., failure to reinstall protective covers that causes motor to
burn during a rainstorm). The Contractor shall immediately notify the Contract Administrator of any damage, document the cause, and recommend repairs along with an estimate of the costs if the damage is due to circumstances beyond the Contractor’s control.

The Contract Administrator reserves the right to determine which damage claims are due to circumstances beyond the Contractor’s control in its sole discretion and shall submit an official list to the Contractor for corrective action.

The Contract Administrator reserves the right to have any work performed outside of normal operating hours, as specified in Section 2.3. WORK PLAN. Should the Contract Administrator exercise this right, the Contractor shall be compensated in accordance with Section 2.2. ALLOWANCE FOR ADDITIONAL WORK.

The services performed by the Contractor shall include, but shall not be limited to, the items listed below:

A. **AIR HANDLING UNIT/FAN COIL UNIT**

   **Bi-Monthly Service (Every Two Months)**

1. Clean and clear all drip pans and flush all related condensate drain lines with nitrogen or other applicable means. Contractor may be liable for water damage due to clogged drains. Install pan tablets if necessary to control algae;
2. Change all disposable air filters at least once every two months, or sooner if needed;
3. Wash permanent type filters with an approved detergent and spray coat with an approved filter treatment solution. Replace deteriorated permanent type filters which cannot be cleaned;
4. Lubricate and oil all fan and motor bearings and connections of dampers and vanes and check controls to ensure proper operation;
5. Check all drives for wear and tear; adjust belt tension. Replace belts as required;
6. Operate equipment to check for proper operation, unusual noise and vibration; adjust or repair all equipment and controls as required; clean-up all equipment;
7. Check UV light fixtures and elements (where applicable); repair/replace items as required to keep system operating properly;
8. Check time clock for proper operation and time settings; and

   **Quarterly Service**

1. Where present, check calibration of CO₂ monitor and sensor, recalibrate as
Annual Service

1. Adjust alignment of bearings and sheaves; lubricate fan and motor bearings. Replace worn or noisy bearings or sheaves;
2. Clean cooling coils of dirt accumulation using water washer, steam or surfactant chemical coil cleaner (alkaline or acidic cleaners not allowed) as necessary;
3. Check pressure and temperature differential across cooling coils and log air and water readings. Clean strainers, check vents and drains on chilled water coils;
4. Remove and wash all supply and return air grilles, registers and diffusers and fresh air intake grilles and dampers and repair or replace deteriorated bird/insect screens;
5. Clean and adjust water control valve; clean all fan wheels and interior and exterior of equipment housings;
6. Secure all loose housing, seal leaks and touch-up paint after cleaning all rust;
7. Check and calibrate all pneumatic and/or electric temperature controls;
8. Replace any UV light elements that have not been replaced since the last annual service;
9. Check condition of insulation; repair/re-insulate properly and immediately, including any time disturbing of insulation is required in order to perform work; and
10. Certify performance of annual service and report and correct all discrepancies.

B. VENTILATING FANS (Exhaust and Supply)

Quarterly Service

1. Check motor-controlled and back-draft dampers for proper operation; lubricate linkage for free movement;
2. Lubricate fan motors and bearings;
3. Check belt wear and tension; adjust or replace as needed;
4. Check sheaves for wear, replace as needed;
5. Check fan collar, bearings, and shaft for wear; repair or replace as needed;
6. Wash permanent type filters with an approved detergent and spray coat with an approved filter treatment solution. Replace deteriorated permanent type filters which cannot be cleaned; and
7. Certify performance of quarterly fan maintenance service and report and correct all discrepancies.

Annual Service
1. Check and clean fan wheels and housings of dust, dirt, and grease;
2. Remove and wash all intake, exhaust and supply grilles, registers, louvers and dampers;
3. Repair or replace deteriorated bird/insect screens; and
4. Certify performance of annual fan maintenance service and correct and report all discrepancies.

C. **AIR COOLED CONDENSER**

**Monthly Service**

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

**Quarterly Service**

1. Clean condenser coils with water washer, steam or surfactant chemical coil cleaner (alkaline or acidic cleaners not allowed) (air-cooled); and
2. Certify performance of quarterly maintenance service and report and correct all discrepancies.

**Semi-Annual Service**

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

**Annual Service**

1. Have compressor crankcase oil analyzed and submit written report.
   Replace strainer and oil filter; change oil if recommended by analysis and per manufacturer’s recommendations;
2. Check refrigerant; replace filter-drier;
3. Test operate control switches, compressor unloading and safeties; calibrate
and record settings. Adjust as required;

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

5. Check condition of insulation; repair/re-insulate properly and immediately, including any time insulation is required to be disturbed in order to perform work; and

6. Certify performance of annual maintenance service and correct and report all discrepancies.

D. VALVES AND CONDENSER WATER LINES, EQUIPMENT AND SUPPORTS

1. The Contractor shall exercise all equipment shut-off valves quarterly to ensure proper operation and tightness; and

2. Wire brush and remove rust from pipe, equipment, and support surfaces, then prime and paint with corrosion protection coating (color to match existing) to prevent further rusting as needed. Perform work immediately upon discovery or notification.

E. CLEANING OF MECHANICAL EQUIPMENT ROOMS AND/OR ENCLOSURES

Monthly Service

1. Vacuum or wipe clean all equipment surfaces and all related accessories;

2. Vacuum clean or sweep all floor and platform areas. DO NOT wet floor and platform area where there is no waterproofing;

3. Wet wash (hose or wet mop) floor area with tap water where waterproofing exists. CAUTION: DO NOT splash water onto the electrical and mechanical equipment;

4. Remove all used, deteriorated, replaced, and/or discarded parts, oil and other liquids not being used, and related debris; and

5. Immediately notify Contract Administrator in writing of any dangerous conditions, improper storage of furniture, materials and supplies which impacts the Contractor’s work within the Premises, including vandalism.

Hazardous Waste Disposal

1. The Contractor, at its sole expense, shall subcontract services for the disposal of hazardous chiller waste oil generated during the execution of the Contractor’s work with a qualified hazardous waste disposal company experienced in the business of legally disposing of hazardous waste material in accordance with all Federal, State and Local Regulations; and

2. Submit copies of all EPA required paperwork to the HCDA upon completion of disposal as specified.
F. PARTS AND MATERIALS

The Contractor shall restore to serviceability all parts that are found to cost less to restore than to replace with a new part. Where parts are worn out and cannot be restored, the Contractor shall replace these parts with new parts.

All parts and materials under $500 shall be provided at no additional cost to the HCDA. Parts exceeding $500 in cost (not including labor costs) may be billed to the allowance allocated to this Contract, in accordance with Section 2.2 ALLOWANCE FOR ADDITIONAL WORK with prior written HCDA approval.

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

All systems, equipment, parts, materials, filters, refrigerants, and fluids furnished under this contract shall be the latest improved models or materials in current production, as offered through commercial trade, and shall be new and as approved for use by the Original Equipment Manufacturer (OEM). Used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials are not acceptable and shall not be used.

The warranty period for the Contractor-provided systems, equipment, parts, materials, and filters shall be for a period of one year after completion of the installation or within the manufacturer’s warranty, whichever is the greater period. In the event that the new systems, equipment, parts, materials, and/or filters installed by the Contractor fail and are under warranty, the Contractor shall be responsible for replacement and/or contacting the manufacturer for warranty repair at the Contractor’s sole expense. The HCDA will not be responsible for any additional costs to repair systems, equipment, parts, materials, or filters provided by the Contractor that are still under warranty.

The Contractor shall be responsible for covering costs of repairs for all items still under warranty and shall also be responsible for the costs of further repairs if initial repairs fail to correct problem. Maintenance service shall also include the replacement of any part or parts needed to keep the air conditioning and ventilation systems in continuous operating condition, at no additional cost to the HCDA unless the cost of the part or parts required to repair any one outage event exceeds $500 (five hundred dollars) not including labor. In the event that the cost of the part or parts (the total cost of the parts provided shall include costs for transportation, storage, and/or shipping of those parts) required to repair any one outage exceeds $500, the Contractor shall submit a written quote to the HCDA for approval prior to making the repair. If the HCDA approves of the quote, the
Contractor may proceed with the repair and invoice the HCDA in accordance with Section 2.2 ALLOWANCE FOR ADDITIONAL WORK.

If replacement parts or materials are required for authorized Additional Work, the Contract Administrator shall compensate the Contractor for the part(s) at the Contractor's cost, plus mark-up. The Contractor's material cost mark-up shall not exceed 20%, which shall include shipping, overhead, profit, taxes, and any other incidental expenses. If a subcontractor service is required, the Contractor's mark-up shall not exceed 10%, which shall include all the above mentioned expenses. The Contractor shall substantiate all costs by submitting copy of part or material invoices with their invoice to the Contract Administrator. Use only new, standard parts or material as manufactured by the maker of each unit or part of equal quality.

G. MONTHLY SERVICE REPORTING

1. The Contractor shall prepare and maintain a monthly service report as described herein. The service report shall include the following for each service call made by the Contractor to the Premises:
   a. Type of service performed;
   b. Date and time service was initiated and completed;
   c. Name of the employee(s) conducting service;
   d. List of parts/materials used, if any; and
   e. Any costs chargeable to the allowance in accordance with Section 2.2 ALLOWANCE FOR ADDITIONAL WORK below;

2. It will be the Contractor’s responsibility to maintain the above data after each scheduled maintenance and/or emergency repair service. This report shall be included with the monthly invoice; and

3. Payments may be withheld if the monthly reports are not submitted in to the HCDA with the monthly invoice.

H. CLEAN UP AND WORK PRACTICES

1. The Contractor shall keep the Premises free of debris, litter, refuse, etc. and shall clean all fluids, oil, grease drippings or spills immediately;

2. The Contractor shall remove all tools, used and waste oils and fluids, parts, and equipment from the Premises upon completion of the work for the day;

3. The Contractor shall legally dispose of any used fluids and equipment, whether hazardous or not, in accordance with EPA and/or other government regulations and provide written records to confirm proper compliance. HCDA shall not be responsible for ensuring the Contractor complies with any and all applicable regulations; and

4. The Contractor shall exercise caution while conducting its work to prevent damage to the ceilings, roofing and other parts of the Premises. The Contractor shall repair all damage caused by its actions or its negligence, at the Contractor’s sole expense.
2.2 ALLOWANCE FOR ADDITIONAL WORK

The HCDA may request that the Contractor provide additional supplies or parts costing over $500 and/or perform additional services (“Additional Work”) beyond the schedule specified in Section 2.1 SCOPE OF WORK.

The Contractor must provide the Contract Administrator a written proposal with a cost estimate for approval prior to performing the Additional Work, except when authorized by the Contract Administrator to perform the work prior to receiving the cost estimate. The Contractor shall commence the Additional Work within 24 hours after the proposal has been approved by the Contract Administrator.

Written proposals shall be inclusive of all costs necessary to perform the Additional Work and shall include:

1. Description and nature of the Additional Work;
2. Documentation to substantiate the cause of the damage (if applicable);
3. Itemized parts and materials list with pricing, including freight (if applicable);
4. Labor charges;
5. Subcontractor costs (if any);
6. Taxes and fees; and
7. Contractor mark-ups.

Approved expenditures will be reimbursed to the Contractor through an allowance allocated to the Contract, provided the Contractor provides documentation to support any pre-approved allowance expenditure.

All work done and all materials furnished shall be subject to inspection and approval by the HCDA to ascertain that the services rendered are in accordance with the contract requirements and the intentions of the Specifications and Special Provisions. The Contract Administrator may require additional information as necessary to maintain a record of the Additional Work performed.

Additional Work billable to the allowance may include, but is not limited to, hourly work done by certified electricians, emergency work, work done outside of normal working hours, work done by others to fulfill the scope of this Contract, and repair material and replacement parts in excess of $500 per occurrence.

An allowance amount of **THIRTY THOUSAND DOLLARS ($30,000.00)** per year for Additional Work will be added to the TOTAL ANNUAL SUM BID when the contract is prepared.
2.3 **WORK PLAN**

Within ten (10) days after the award of the contract, the Contractor shall submit for HCDA’s review and approval, a detailed schedule for the inspection, maintenance and repair for the air conditioning and ventilation systems on the Premises (“Work Plan”), which shall include sufficient detail to show the Contractor’s adequacy in fulfilling the terms listed under this IFB.

The Work Plan shall provide for the following:

1. The Contractor shall provide forms and checklists to be used by its personnel in the performance of the contract requirements for approval by the HCDA. The HCDA reserves the right to provide the Contractor with preprinted maintenance worksheets to be completed by the Contractor;
2. All maintenance tasks described herein shall be performed between the hours of 8:30 A.M. to 3:00 P.M. on normal working days, unless specifically requested otherwise by the Contract Administrator. Normal working days shall be defined as Mondays through Fridays, excluding State holidays;
3. Monthly and Bi-monthly maintenance tasks shall be performed in the last week of the month, on normal working days; bi-monthly tasks shall be performed in January, March, May, July, September, and November, or as coordinated by the Contract Administrator. Monthly/Bi-monthly service reports shall be certified by the Contract Administrator;
4. Quarterly maintenance tasks shall be performed in February, May, August, and November, on normal working days or as coordinated by the Contract Administrator. Quarterly service reports shall be certified by the Contract Administrator;
5. Semi-Annual maintenance tasks shall be performed in June and December on normal working days or as coordinated by the Contract Administrator. Semi-annual service reports shall be certified by the Contract Administrator;
6. Annual maintenance tasks shall be performed in December on normal working days or as coordinated by the Contract Administrator. Annual service reports shall be certified by the Contract Administrator. The Contractor is required to schedule its work to accommodate and prevent disruption of building operations as much as possible and/or may be required to return at a more appropriate time, including outside of 8:30 A.M. to 3:00 P.M on normal working days. Such work outside of normal working hours may be billed to the contract allowance in accordance with Section 2.2 ALLOWANCE FOR ADDITIONAL WORK with HCDA prior written approval. Work may not be skipped due to scheduling difficulties.

2.4 **STAFFING**

All work shall be performed by trained, properly supervised personnel in accordance with best commercial practices governing the maintenance of air conditioning and ventilation systems.
The Contractor shall have on-staff and in a supervisory role for maintenance personnel the following:

1. A Certified Air Conditioning Mechanic

2. A Certified Air Conditioning Mechanic Supervisor

2.5 **MAINTENANCE HISTORY REPORT**

The Contractor shall maintain a separate book, record, documents and other evidence pertaining to the maintenance, repair and costs of each air conditioning and ventilation systems on the Premises to the extent and in such detail as will properly and adequately reflect the past maintenance history and cost (labor, materials, parts and equipment). The Contractor shall also submit an annual updated inventory of equipment, including air filters and belts, by building floor and location, during the contract period.

2.6 **DUE CARE AND DILIGENCE**

1. The Contractor shall exercise due care and diligence in entering upon and occupying the Premises and shall exercise due care for public safety. Neither the Contractor nor persons hired by the Contractor, shall make or cause any waste, nuisance or any other unlawful, improper, or offensive use of the Premises.

2. The Contractor is not to perform maintenance and repair work until all switches are de-energized, locked, and tagged. The Contractor shall comply with all applicable safety regulations promulgated by Occupational Safety and Health Administration (OSHA), United States Environmental Protection Agency (EPA) and other governmental agencies.

3. The Contractor’s access to the Premises shall be solely limited to providing the services set forth in the Scope of Work at the Premises. The Contractor shall not permit the Premises to be used for any other purpose or any illegal purpose, immoral or indecent activity, or lodging or sleeping purpose, nor shall the Contractor’s use of the Premises be in support of any policy which discriminates against anyone based upon race, creed, sex, color, national origin, religion, marital status, familial status, ancestry, physical handicap, disability, or age.

2.7 **SUBCONTRACTORS**

The Contractor is allowed to hire subcontractors as needed to perform any specialized service(s) that the Contractor cannot perform for themselves either because the Contractor does not directly offer the service, or the service requires a skill that the Contractor and its personnel do not possess. The Contractor shall ensure that the subcontractor(s) have all necessary licenses, permits and/or certificates to perform the necessary work.
The HCDA reserves the right to approve all subcontractors in writing and shall require
the Contractor to replace any subcontractors found to be unacceptable. The HCDA also
reserves the right to condition its approval of any subcontractor on the subcontractor’s
compliance with the terms and conditions contained herein. The Contractor will be the
sole point of contact with regard to services provided by the subcontractor, including
supervision of work and payment of any and all charges resulting from the work. The
Contractor shall be responsible for any and all services set forth in the Contractor’s Scope
of Work provided for under this IFB in Section 2.1 (“Scope of Work”), regardless if the
primary Contractor or a subcontractor performs said services.

The Contractor shall request written permission from the HCDA prior to hiring or
delegating any services to a subcontractor and shall not delegate any services to any
subcontractor without prior written approval from the HCDA. The Contractor shall be
responsible for all expenses incurred if written approval is not obtained from the HCDA
prior to work commencing.

2.8 WORK BY OTHERS

The HCDA may retain other vendors or contractors to perform work outside of the
Contractor’s Scope of Work as listed in this IFB, on or around the Premises and at any
time during the term of the contract. The Contractor shall neither obstruct nor interfere
with the work performed by other vendors or contractors retained by the HCDA. The
Contractor should work in conjunction with any other vendors or contractors retained by
the HCDA.

At the time of this IFB, the HCDA currently plans to contract the following additional
services either on or around the Premises:

1. Janitorial;
2. Pest Control;
3. Building Maintenance;
4. Elevator Services; and

2.9 TERM OF CONTRACT

The initial term of the contract shall be for a thirty-six (36) month period commencing on
the official date set forth on the Notice to Proceed letter issued by the HCDA.

Unless terminated, and subject to availability of funds and satisfactory performance by
the Contractor under its initial contract term, the contract may be extended without re-
bidding, upon mutual agreement in writing between the HCDA and the Contractor, prior
to the contract expiration date, for two (2) additional twelve (12) month periods, or portions thereof; provided, however, the contract price for the extended period shall not be increased above the bid price, except for any allowable wage increases approved by the HCDA in accordance with Hawaii Revised Statutes (HRS) §103-55 (see Section 3.14 Contract Price Adjustment).

2.10 GENERAL REQUIREMENTS

1. The Contractor shall perform all specified services in a safe manner in accordance with all State, City and Federal laws, rules, and regulations.

   a. All personnel employed by the Contractor and its subcontractors shall be properly trained and wear company uniforms as supplied by the Contractor. The Contractor shall be responsible for all safety training of its employees or subcontractors.

   b. All work performed by Contractor and its subcontractors shall be performed in a manner safe to the public and its employees and in accordance with the Hawaii Occupational Safety and Health Division (HIOSH) standards. All equipment shall be in good working condition and operated in accordance with manufacturer’s instructions and in a safe manner with all appropriate safety devices in place.

2. The Contractor shall be responsive and responsible in the performance of the Scope of Work.

   a. Adequate personnel and equipment shall be provided to permit the timely completion of all work and services.

   b. The Contractor shall be responsible for the repair of any and all damage resulting from the Contractor’s activities while working on the Premises. If the Contractor is not able to make all required repairs, the HCDA reserves the right to contract for the necessary repairs and the repair costs incurred shall be the sole responsibility of the Contractor.

   c. The Contractor shall provide a list of all phone numbers of personnel assigned to the Premises and who can be contacted in case of an emergency. The Contractor shall respond to the HCDA within one (1) hour of the initial call/request.

   d. The Contractor shall maintain order among its employees and its subcontractors and shall ensure compliance with all rules and regulations. Courtesy and professionalism shall be demonstrated by the Contractor and its employees to all HCDA staff and the general public at all times.
2.11 PERFORMANCE MONITORING AND INSPECTIONS

HCDA staff shall monitor the Contractor’s performance throughout the term of the contract and any contract extension term through site inspections and/or other methods to determine if the Contractor is satisfactorily performing the Scope of Work as specified herein.

The HCDA reserves the right to conduct periodic and unscheduled inspections at any time to observe and evaluate the progress of work.

The HCDA also reserves the right to schedule meetings with the Contractor or its designated representative at any time, at no additional charge to the HCDA.

END OF SECTION
SECTION THREE - SPECIAL PROVISIONS

3.1 BIDDER QUALIFICATIONS

To assure the HCDA that the Bidder is capable of performing the Scope of Work specified herein, the Bidder shall meet the following requirements at the time of bidding:

1. **Experience:** At the time of bid submittal, the Bidder shall have a minimum of five (5) consecutive years of experience in the performance of work similar in specified size and scope to the specifications herein. The Bidder shall demonstrate the ability and responsibility to meet the specifications herein. The Bidder shall indicate its number of years of experience on the appropriate Bid Form page.

2. **Evidence of Applicable Licenses:** At the time of bid submittal, the Bidder shall be licensed by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) and shall provide the DCCA Air Conditioning Contractor’s License number in the space provided on the Offer Form page 2 of 5. A copy of the license must accompany the bid. The Contractor shall maintain this specialty Contractor’s license for the duration of the contract.

3. **Required license(s) and/or certification(s) as specified in this IFB for the Bidder and/or their personnel shall be submitted with its bid. The Bidder shall have a Contractors License. Failure of a Bidder to submit proof of required licenses with its bid shall be deemed non-responsible and the Bidder’s bid shall be disqualified.**

4. **Office/Service Facility Location:** The Bidder shall maintain a permanent physical office and service facility on the island of Oahu at the time of bidding and during the contract period from where the Bidder conducts business during normal working hours and from where the Bidder is accessible for requests and/or complaints.

An award will not be made to any Bidder failing to meet all of the above qualifications. Following the award, satisfaction of these requirements shall be maintained by the Contractor throughout the entire contract period and any extensions (if applicable).

The HCDA reserves the right to disqualify any potential Bidder if, in the HCDA’s sole discretion, the HCDA determines that the Bidder does not have the requisite experience or expertise to provide the goods and/or services required.

3.2 PRE-BID CONFERENCE, ADDENDA, AND CLARIFICATIONS

Prospective Bidders are encouraged to attend an optional pre-bid conference (see Section 1.3 Schedule). The purpose of the pre-bid conference is to discuss and explain the Scope of Work and basis for contract award. Impromptu questions shall be permitted at the pre-bid conference; however, all verbal responses provided at the pre-bid conference are intended for discussion purposes only and do not represent the official position of the
HCDA. The only official position of the HCDA is that which is stated in writing and issued as an addenda to the IFB on the HIePRO website.

Failure of the Bidder to attend the pre-bid conference and receive information discussed, which may or may not be pertinent to the bid, shall not entitle the Bidder to seek additional payment later due to any misunderstanding of the Scope of Work and responsibilities specified herein.

The HCDA reserves the right to amend this IFB at any time prior to the bid closing deadline. Any amendment to this IFB will be in the form of a written addenda, and prospective Bidders will be notified of such amendments via online posting on HIePRO. Bidders are responsible for reviewing the information communicated via addenda prior to the submission of their bid.

Bidders discovering an ambiguity, inconsistency, or error when examining the bid documents or Premises, or Bidders with questions or clarification requests, shall submit their written requests under the Question/Answers Section through HIePRO. All written questions will receive a written response from the HCDA that will be published through HIePRO. Written questions submitted via e-mail and facsimile will also be answered via an Addenda posting on HIePRO. Verbal questions received via telephone or questions submitted through other means will not be accepted.

3.3 PRE-BID SITE INSPECTION

Prospective Bidders are encouraged to attend an optional pre-bid site inspection (see Section 1.3 Schedule). The purpose of the pre-bid site inspection is to allow prospective Bidders to become thoroughly familiar with existing equipment, conditions, and the Scope of Work to be performed. Questions shall be permitted at the pre-bid site inspection; however, all verbal responses provided at the pre-bid site inspection are intended for discussion purposes only and do not represent the official position of the HCDA. The only official position of the HCDA is that which is stated in writing and issued as an addenda to the IFB on the HIePRO website.

Prospective Bidders who do not attend the optional pre-bid site inspection are encouraged to visit the Premises on their own to become thoroughly familiar with existing equipment, conditions, and the Scope of Work to be performed. The site inspection is not mandatory; however, submission of a bid shall be evidence that the Bidder understands the conditions of the Premises and the Scope of Work and agrees to comply with all contract requirements, including the specifications herein. No additional compensation will be made for any misunderstanding or error regarding conditions at the Premises or the amount and/or type of work to be performed.
3.4 BID PREPARATION

1. Bid Form. The Bidder shall submit its respective bid under the Bidder’s legal name as registered with the State of Hawaii, Department of Commerce and Consumer Affairs. Failure to do so may delay HCDA’s review of the bid.

The Bidder’s execution of Bid Form page 1 shall constitute the Bidder’s intent to be bound by its bid.

2. Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and Chapter 238, HRS, where applicable. Bidders are advised that the gross receipts derived from this solicitation are subject to the 4.712% general excise tax (GET) imposed by Chapter 237, HRS, and, where applicable, to tangible property imported into the State of Hawaii for resale, subject to the use tax (currently 1/2 %) imposed by Chapter 238, HRS.

3. Hawaii General Excise Tax License. The Bidder shall submit its current Hawaii GET I.D. number in the space provided with its bid, thereby attesting that the Bidder is doing business in the State and will pay such taxes on all sales made to the State of Hawaii.

4. Bid Price. The bid price shall be inclusive of all labor, benefits, equipment, supplies, transportation, all applicable taxes and any other fees/costs incurred to provide services as specified herein.

5. Bid Guaranty. A bid guaranty is not required for this solicitation.

6. Insurance. The Bidder is required to maintain in full force and effect during the life of the contract, liability insurance on an occurring basis to protect the Bidder from claims for damages for personal injury, accidental death and property damage which may arise from operations under the contract, whether such operations be by the Bidder or by anyone directly or indirectly employed by the Bidder (see Section 3.14 Liability Insurance). The Bidder shall provide the requested insurance information on its Bid Form where indicated.

7. References. The Bidder shall list on its Bid Form where indicated, a list of companies or government agencies for which the Bidder has provided or is currently providing services similar in nature to the services specified herein. The HCDA reserves the right to contact the references provided. The HCDA also reserves the right to reject any Bidder who has performed unsatisfactorily on other jobs of a nature similar to those required by this IFB.

8. Wage Certificate. The Bidder shall complete and submit a Wage Certificate, Bid Form page 7, with its bid, as an attachment on HIePRO, by which the Bidder certifies that services required will be performed pursuant to §103-55, HRS.
3.5 SUBMISSION OF BID

The Bidder must complete and submit Bid Form pages 1 through 7, along with copies of applicable license(s) and proof of insurance. Bid Form pages may be downloaded from the HIePRO website (see Attachment 1).

All required forms and documents must be submitted electronically, as an attachment, through HIePRO by the deadline specified in Section 1.3 Schedule. Bidders are responsible for ensuring that all required forms and documents are attached when submitting its bid, otherwise a responsive bid from a responsible Bidder may not receive the award.

Bids received outside of the specified deadline and/or by any means other than via HIePRO (i.e. hand delivery, regular postal mail, electronic mail, etc.) shall be rejected and will not be considered for award. There shall be no exception to this requirement.

3.6 RESPONSIBILITY OF BIDDERS

The Bidder, if determined to be qualified and submitting the lowest responsive bid, is required to submit a “Certificate of Vendor Compliance” as proof of compliance with the requirements of §103D-310(c), HRS. This involves evidence of the following:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

As proof of compliance, the Bidder must furnish to the HCDA a current and valid Certificate of Vendor Compliance from the Hawaii Compliance Express (HCE) system prior to award of a contract. The Bidder should register online with HCE prior to submitting a bid at https://vendors.ehawaii.gov. If the Bidder is not compliant on HCE at the time of award, the Bidder will not receive the award.

The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service,
3.7 CERTIFICATION OF INDEPENDENT COST DETERMINATION

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

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

2. Unless otherwise required by law, the costs in its bid have not been knowingly disclosed by the Bidder prior to award, directly or indirectly, to any other Bidder or competitor prior to the award of the contract.

3. No other attempt has been made or will be made by the Bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

3.8 DISQUALIFICATION OF BIDS

The HCDA reserves the right to disqualify any Bidder if, in HCDA’s sole discretion, the HCDA determines that the Bidder does not have the requisite experience or expertise to provide the required services.

The HCDA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and which demonstrate an understanding of the scope of services listed herein. Any bid offering any other set of terms and conditions contradictory to those included in this IFB may be disqualified without further notice.

The Bidder shall be disqualified if, for any prior solicitations by the HCDA, the Bidder has ever:

1. Withdrawn its bid after HCDA has opened the bids; or,

2. Performed unsatisfactorily on any other previously awarded contract by the HCDA.

3.9 CANCELLATION OF SOLICITATIONS AND REJECTION OF BIDS

Section 103D-308, HRS, provides that an invitation for bid, or any or all bids, may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the governmental body which issued the invitation, in accordance with rules adopted by the procurement policy board created in Section 103D-104, HRS, and more thoroughly explained in subchapter 11, Sections 3-122-96 and 3-122-97, HAR. The reasons therefore shall be made part of the contract file.
3.10 **CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

Bidders should be aware that if awarded the contract, Section 11-355, HRS, prohibits campaign contributions from State or County government contractors during the term of the Contract if the contractors are paid with funds appropriated by a legislative body.

3.11 **STATUTORY REQUIREMENTS OF SECTION 103-55, HRS**

The Bidder is advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. The Bidder is further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, the Bidder will be obliged to provide wages no less than those increased wages.

The Bidder shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rates for public employees performing similar work. The Bidder may meet this obligation by posting a notice to this effect in the Bidder’s place of business in an area accessible to all employees, or the Bidder may include such notice with each paycheck furnished to the employee.

To assist the Bidder in determining whether the work of its employees to be performed is similar to work performed by public employees, Table 1 below provides class specifications and the minimum basic hourly wages paid to the public employee positions that perform similar services (see also Attachment 2 for Position Class Specifications/Minimum Qualifications).

<table>
<thead>
<tr>
<th>Class Code</th>
<th>Class Title</th>
<th>Salary Range</th>
<th>Bargaining Unit (BU)</th>
<th>Min. Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.910</td>
<td>Air Conditioning Mechanic I</td>
<td>BC-10</td>
<td>01</td>
<td>$29.63</td>
</tr>
<tr>
<td>10.911</td>
<td>Air Conditioning Mechanic II</td>
<td>WS-10</td>
<td>03</td>
<td>$31.37</td>
</tr>
<tr>
<td>10.912</td>
<td>Air Conditioning Mechanic Supervisor</td>
<td>F-110</td>
<td>02</td>
<td>$33.12</td>
</tr>
</tbody>
</table>

Accordingly, the Bidder shall consider the aforementioned wage rates when preparing its bid. The Bidder shall also submit a signed Wage Certificate (see Bid Form page 7) as an attachment on HIePRO.

The Winning Bidder (“Contractor”) will be responsible for ensuring its employees are paid no less than wages paid to public workers for similar work throughout the term of the contract, including any contract extension terms (see Section 3.13 Contract Price Adjustment Pursuant to Section 103-55, HRS).
3.12 **PAYROLL AFFIDAVITS**

The Contractor shall be required to provide payroll affidavits in compliance with Section 103-55, HRS.

3.13 **CONTRACT PRICE ADJUSTMENT PURSUANT TO SECTION 103-55, HRS**

At the release of this IFB, only the current wages of State employees performing similar work are known. Should those wages increase during any period of the contract, including supplemental contract terms, the Contractor may request an increase in contract price in accordance with Section 103-55, HRS. The increase requested must result in an increase in wages to the Contractor's employees performing the work herein, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefit, workers compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

The Contractor’s request for increase must meet the following criteria:

1. At the time of a request, the Contractor must provide documentation to show that it is in compliance with Section 103-55, HRS, i.e., its employees are being paid no less than the current wage of the State position listed herein. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for the contract.

2. At the time of bidding, the Contractor must have specified on the appropriate Bid Form page, the percentage of the unit price that represents labor costs. If the Contractor fails to specify the percentage, the Contractor's request for increase will not be considered.

3. All requests for wage increases must be made in writing to the HCDA. The Contractor may contact the HCDA to obtain the most current basic hourly wage rate information for public employees in similar positions to its employees performing under the contract.

   A. A request for wage increase during the initial term of the contract must be made as soon as practicable after the State wage agreements are made public. If the HCDA approves the request, the HCDA will amend the monthly management fee accordingly, and an amended contract will be routed to the Contractor for execution.

   B. A request for wage increase during a supplemental contract term must be made prior to the contract extension start date.

If the Contractor meets the above criteria in its request for a contract price increase, the following formula shall be used to calculate the increase:
First Increase: \[ WI = (XY) \times (Z) + FB \]

Subsequent Increase(s): \[ WI = AZ + FB \]

Whereby, \( WI \) = Dollar amount increase in unit bid price due to increase in State wages;

\( X \) = Original contract unit bid price;

\( Y \) = Percentage of unit price designated by the Contractor as representing labor costs;

\( Z \) = Percentage increase in wages paid to State employees performing similar work;

\( FB \) = Additional costs for those benefits required by statute, directly related to the allowed increase in wages paid to the Contractor’s employees;

\( A \) = That portion of the contract amount representing wages (this amount is \( X \) Times \( Y \) plus any increase(s) in contract unit bid price resulting from increase in State wages).

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

### 3.14 LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of the contract, liability and property damage insurance on an occurrence basis to protect the Contractor and its subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under the 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, the Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The Contractor, where appropriate, shall provide the following minimum insurance coverage(s) and limit(s):

- **Commercial General Liability:**
  - $1,000,000 per occurrence and $2,000,000 in the aggregate
  - $1,000,000 Completed Operations Aggregate Limit
  - $1,000,000 Each Occurrence Limit
  - $1,000,000 Personal & Advertising Limit
Umbrella Liability:
   $2,000,000 Aggregate

Worker’s Compensation:
   Coverage A: As required by Hawaii Laws
   Coverage B: Employer’s Liability
   $1,000,000 Bodily Injury by Accident Each Accident
   $1,000,000 Bodily Injury by Disease
   $1,000,000 Policy Limit and $1,000,000 Each Employee

Automobile:
   $2,000,000 combined single limit OR $1,000,000 bodily injury per person,
   $1,000,000 bodily injury per accident, and $1,000,000 property damage per damage.

Each insurance policy required by the contract shall contain the following clauses:

1. “This insurance shall not be canceled, limited in scope of coverage or non-renewed
   until after thirty (30) days written notice has been given to the HCDA, 547 Queen
   Street, Honolulu, Hawaii 96813.”

2. “The State of Hawaii and HCDA, their respective elected officials, officers, directors,
   members, employees, agents, and volunteers are added as additional insureds with
   respect to operations performed for the HCDA/State of Hawaii.”

3. “It is agreed that any insurance maintained by the State of Hawaii will apply in excess
   of, and shall not contribute toward insurance provided by this policy.”

The minimum insurance required shall be in full compliance with the Hawaii Insurance
Code throughout the entire term of the contract, including supplemental agreements.

Upon the Contractor's execution of the contract, the Contractor agrees to deposit with the
HCDA certificate(s) of insurance to evidence compliance with the insurance provisions
of the contract and to keep such insurance in effect during the entire term of the contract.
The Contractor shall provide a copy of the policy or policies.

Failure of the Contractor to provide its policy(ies) and to keep in force such insurance
shall be regarded as a material default under the contract, entitling the State to exercise
any or all of the remedies provided in the contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's
liability hereunder nor to fulfill the indemnification provisions and requirements of the
contract. Notwithstanding said policy or policies of insurance, the Contractor shall be
obliged for the full and total amount of any damage, injury, or loss caused by Contractor
in connection with this contract.
3.15 AWARD OF CONTRACT

A Notice of Award, if made, will be issued to the responsive, responsible Bidder submitting the lowest total sum bid. The Bidder is required to bid on every line item specified on the Bid Form pages 4-6 to be considered for award.

In the event the total sum bid of all bidders received exceeds the project control budget, the HCDA reserves the right to make an award to the apparent lowest bidder if additional funds are available, or by negotiating a reduction of the Scope of Work that is mutually agreed upon by both the HCDA and the apparent lowest Bidder.

The final award of the contract hereunder will be conditioned upon: (1) HCDA having the right to hold all bids for a period of ninety (90) calendar days from the date of bid opening, during which no bids shall be withdrawn, and (2) funding availability and release.

3.16 EXECUTION OF CONTRACT

The HCDA shall forward to the Winning Bidder a formal contract to be signed and returned to the HCDA within ten (10) calendar days or as otherwise indicated by the HCDA. No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed letter issued by the HCDA upon execution of the contract by both parties.

3.17 NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed letter issued by the HCDA upon execution of the contract.

3.18 INVOICING

The Contractor shall submit an original and three (3) copies of the monthly invoice, which include the contract number and project name to:

Hawaii Community Development Authority
547 Queen Street
Honolulu, Hawaii 96813

The Contractor shall identify separate charges for any pre-approved Additional Work billable to the allowance.

3.19 PAYMENT

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

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

3.20 PERMITS, LICENSES, AND TAXES

The Contractor shall procure all necessary permits and licenses for the entire duration of the initial and/or supplemental contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Scope of Work.

Failure to procure and maintain valid permits and licenses required by law and by these specifications shall be considered a material default under the contract and shall be cause for the HCDA to terminate the contract.

3.21 ENVIRONMENTAL POLLUTION CONTROL

Environmental pollution control shall consist of the protection of the environment from pollution during and as a result of operations under the contract. The control of the environmental pollution requires the consideration of air, water, land, and involves noise, dust, solid waste management as well as other pollutants. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, and County laws and regulations concerning environmental pollution control and abatement and to secure all necessary permits. HCDA shall not be responsible for ensuring Contractor’s compliance with all applicable laws and regulations or compliance with permitting requirements.

3.22 RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract as determined by the HCDA in its sole discretion and shall immediately remedy any defects due to faulty workmanship by the Contractor or subcontractors, as applicable. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

3.23 REMOVAL OF CONTRACTOR’S EMPLOYEES

The Contractor shall remove any of its employees from services rendered, and to be rendered to the State, upon written request by the HCDA.
3.24 RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the terms and conditions of the IFB, the contract, and all attachments and exhibits thereto (the “Contract”), in addition to the recourse stated in Section 13 of Attachment 3, AG-008 103D General Conditions the following provisions apply:

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

It shall be considered a default if Contractor does not notify the HCDA within one (1) hour of a health or safety hazard.

The HCDA 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 thereof to the HCDA. In case any money due to the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The HCDA may also utilize all other remedies provided by law.

3.25 LIQUIDATED DAMAGES

Liquidated damage is fixed at the sum of TWO HUNDRED DOLLARS ($200.00) for each and every calendar day per violation the Contractor fails to perform in whole or in part any of its obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or may become due to the Contractor. Refer to Section 9 of Attachment 3, AG-008 103D General Conditions.

END OF SECTION
SECTION FOUR - ATTACHMENTS

ATTACHMENT 1 – Bid Offer Forms, BF-1 to BF-7

ATTACHMENT 2 – Position Class Descriptions/Minimum Qualifications
   2a – Salary Schedule
   2b – Minimum Qualification & Position Description for Air Conditioning Mechanic I
   2c – Minimum Qualification & Position Description for Air Conditioning Mechanic II
   2d – Minimum Qualification & Position Description for Air Conditioning Mechanic Supervisor

ATTACHMENT 3 – AG-008 103D General Conditions

EXHIBIT A – Site Map for American Brewery Building Premises
EXHIBIT B – Floor Plan for American Brewery Building Premises
EXHIBIT C – Equipment List
AIR CONDITIONING AND VENTILATION SYSTEMS INSPECTION, MAINTENANCE, AND REPAIR SERVICES FOR THE HAWAII COMMUNITY DEVELOPMENT (HCDA)  
AMERICAN BREWERY BUILDING (ABB)  
IFB HCDA 02-2022

Hawaii Community Development Authority  
547 Queen Street  
Honolulu, Hawaii 96813

The undersigned has carefully read and understands the terms and conditions specified in the Request for Quotes attached hereto and hereby submits the following Bid to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this quote, 1) he/she is declaring his/her Bid is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: (Check ✓ one only)

☑ A Hawaii business incorporated or organized under the laws of the State of Hawaii.

☑ A Compliant Non-Hawaii business not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii, Department of Commerce and Consumer Affairs Business Registration Division to do business in the state of Hawaii.

State of Incorporation: ______________________________

Bidder is: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other : ________

Federal I.D. No.: ____________ Hawaii General Excise Tax License I.D. No.: _____________

Payment address (other than street address below): _________________________________

City, State, Zip Code: __________________________________________________________

Business address (street address): ________________________________________________________________________________________

City, State, Zip Code: __________________________________________________________

Respectfully submitted on ____________, 202_  

Telephone No.: ___________________________ By: _________________________________  

Authorized Original Signature

Email: _________________________________ Its: _________________________________  

Printed name and title

** Exact Legal Name of Company (“Bidder”): _________________________________

**If Bidder shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

BID FORM  
Air Conditioning and Ventilation Systems Inspection, Maintenance and Repair Services for the Hawaii Community Development Authority (HCDA) American Brewery Building (ABB)  
IFB HCDA 02-2022
Bidder Shall Provide the Following Information:

1. Permanent Oahu Office Location (Address): __________________________________________

2. Office Number: _______________ Email Address: _____________________________

3. Point of Contact for the “day-to-day” operations (must be able to respond to the HCDA within one (1) hour of the call/request):
   
   Primary
   Name & Title: ________________________________________________________________
   Telephone Number: _______________ Cell Number: _______________
   Email Address: _____________________________________________________________

   Secondary
   Name & Title: ________________________________________________________________
   Telephone Number: _______________ Cell Number: _______________
   Email Address: _____________________________________________________________

4. Years of Experience (must have a minimum of five (5) consecutive years): ____________

5. Are services to be rendered by company employees similar or equal to public officers and employees as listed in the employee classification description as described in Section 3.11 Statutory Requirements of Section 103-55, HRS, of the IFB?  □ Yes  □ No
   
   If yes, complete the following: ____ % represents the labor costs for the Total Basic Bid.

6. List of current license(s) (if any):      License                                      License No.
                                            ___________________________    ____________
                                            ___________________________    ____________
                                            ___________________________    ____________
                                            ___________________________    ____________

Bidder: ___________________________________________ Name of Company
### Insurance Requirements

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Carrier</th>
<th>Policy No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automobile Liability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workman’s Compensation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary Disability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid Health Care</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unemployment Insurance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| State of Hawaii Labor No.:      |         |

If you are not required to have one or more of the above coverages, please explain below:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

### Company and/or Governmental Agency References

List a minimum of three (3) companies and/or government agencies to which Bidder has provided or is currently providing similar services as listed in this IFB. Do not list the HCDA as a reference. The HCDA reserves the right to contact these references to ascertain the quality and timeliness of services provided.

<table>
<thead>
<tr>
<th>Name of Site /Company / Agency</th>
<th>Name &amp; Title of Contact Person</th>
<th>Telephone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.

2.

3.

4.

5.

6.

Bidder:______________________________________________

Name of Company
**Bid Price**

The following bid is hereby submitted to provide Air Conditioning and Ventilation Systems Inspection, Maintenance and Repair Services for the Hawaii Community Development Authority (HCDA) American Brewery Building (ABB)

**INITIAL CONTRACT TERM (36 Months):**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item/Description</th>
<th>A. Unit Bid Price</th>
<th>B. Occurrences per Term</th>
<th>C. Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Monthly Inspection and Service</td>
<td>$_________</td>
<td>36</td>
<td>$_________</td>
</tr>
<tr>
<td>2.</td>
<td>Bi-Monthly Service</td>
<td>$_________</td>
<td>18</td>
<td>$_________</td>
</tr>
<tr>
<td>3.</td>
<td>Quarterly Service</td>
<td>$_________</td>
<td>12</td>
<td>$_________</td>
</tr>
<tr>
<td>4.</td>
<td>Semi-Annual Service</td>
<td>$_________</td>
<td>6</td>
<td>$_________</td>
</tr>
<tr>
<td>5.</td>
<td>Annual Service</td>
<td>$_________</td>
<td>3</td>
<td>$_________</td>
</tr>
</tbody>
</table>

**TOTAL SUM BID PRICE FOR INITIAL CONTRACT TERM**

(Add Lines 1 Through 5) $ **

Note: Total bid prices shall be inclusive of all costs for labor, equipment, materials, applicable taxes (including the Hawaii General Excise Tax) and any other expenses incurred to provide the services as specified herein.

** This is the amount that should be entered on HIEPRO.
### SUPPLEMENTAL CONTRACT TERM NO. 1 (12 Months):

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item/Description</th>
<th>A. Unit Bid Price</th>
<th>B. Occurrences per Term</th>
<th>C. Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Monthly Inspection and Service</td>
<td>$_______</td>
<td>12</td>
<td>$_______</td>
</tr>
<tr>
<td>2.</td>
<td>Bi-Monthly Service</td>
<td>$_______</td>
<td>6</td>
<td>$_______</td>
</tr>
<tr>
<td>3.</td>
<td>Quarterly Service</td>
<td>$_______</td>
<td>4</td>
<td>$_______</td>
</tr>
<tr>
<td>4.</td>
<td>Semi-Annual Service</td>
<td>$_______</td>
<td>2</td>
<td>$_______</td>
</tr>
<tr>
<td>5.</td>
<td>Annual Service</td>
<td>$_______</td>
<td>1</td>
<td>$_______</td>
</tr>
</tbody>
</table>

**TOTAL SUM BID PRICE FOR SUPPLEMENTAL CONTRACT TERM NO. 1**  
(Add Lines 1 Through 5)  
$_______
SUPPLEMENTAL CONTRACT TERM NO. 2 BID PRICE:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item/Description</th>
<th>A. Unit Bid Price</th>
<th>B. Occurrences per Term</th>
<th>C. Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Monthly Inspection and Service</td>
<td>$ _________</td>
<td>12</td>
<td>$ _________</td>
</tr>
<tr>
<td>2.</td>
<td>Bi-Monthly Service</td>
<td>$ _________</td>
<td>6</td>
<td>$ _________</td>
</tr>
<tr>
<td>3.</td>
<td>Quarterly Service</td>
<td>$ _________</td>
<td>4</td>
<td>$ _________</td>
</tr>
<tr>
<td>4.</td>
<td>Semi-Annual Service</td>
<td>$ _________</td>
<td>2</td>
<td>$ _________</td>
</tr>
<tr>
<td>5.</td>
<td>Annual Service</td>
<td>$ _________</td>
<td>1</td>
<td>$ _________</td>
</tr>
</tbody>
</table>

**TOTAL SUM BID PRICE FOR SUPPLEMENTAL CONTRACT TERM NO. 2**

(Add Lines 1 Through 5)

$ _________

**NOTE:** The allowance for additional services as requested by the HCDA in the amount of $30,000 per year will be added to the TOTAL BID PRICE when the Contract is prepared. DO NOT add this allowance to your bid prices in the tables above.

The HCDA reserves the right to reject any and all Bids.

Bidder: ____________________________

Name of Company
WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)

Subject:               IFB No.:       HCDA 02-2022
Title of IFB:          Air Conditioning and Ventilation Systems Inspection, Maintenance and Repair Services for the Hawaii Community Development Authority (HCDA) American Brewery Building (ABB)

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

1. 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; and

2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Bidder:______________________________

Signature:____________________________

Title:______________________________

Date:______________________________
Effective Date: 01/01/2021
Bargaining Unit: 01 Blue Collar, Non-Supervisor

<table>
<thead>
<tr>
<th>Bargaining Unit</th>
<th>Ann</th>
<th>BC01</th>
<th>ANN</th>
<th>43,692</th>
<th>BC09</th>
<th>ANN</th>
<th>59,376</th>
<th>WS01</th>
<th>ANN</th>
<th>45,276</th>
<th>WS09</th>
<th>ANN</th>
<th>63,012</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>MON</td>
<td>3,641</td>
<td>4,948</td>
<td>MON</td>
<td>3,773</td>
<td>MON</td>
<td>5,251</td>
<td>MON</td>
<td>5,251</td>
<td>MON</td>
<td>5,251</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>8HR</td>
<td>168.08</td>
<td>228.40</td>
<td>8HR</td>
<td>174.16</td>
<td>8HR</td>
<td>242.32</td>
<td>8HR</td>
<td>242.32</td>
<td>8HR</td>
<td>242.32</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HRLY</td>
<td>21.01</td>
<td>28.55</td>
<td>HRLY</td>
<td>21.77</td>
<td>HRLY</td>
<td>30.29</td>
<td>HRLY</td>
<td>30.29</td>
<td>HRLY</td>
<td>30.29</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BC02</td>
<td>ANN</td>
<td>44,292</td>
<td>BC10</td>
<td>ANN</td>
<td>61,632</td>
<td>WS02</td>
<td>ANN</td>
<td>47,364</td>
<td>WS10</td>
<td>ANN</td>
<td>65,244</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MON</td>
<td>3,691</td>
<td>5,136</td>
<td>MON</td>
<td>4,062</td>
<td>MON</td>
<td>5,437</td>
<td>MON</td>
<td>5,437</td>
<td>MON</td>
<td>5,437</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>8HR</td>
<td>170.32</td>
<td>237.04</td>
<td>8HR</td>
<td>182.16</td>
<td>8HR</td>
<td>250.96</td>
<td>8HR</td>
<td>250.96</td>
<td>8HR</td>
<td>250.96</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BC03</td>
<td>ANN</td>
<td>45,540</td>
<td>BC11</td>
<td>ANN</td>
<td>63,876</td>
<td>WS03</td>
<td>ANN</td>
<td>48,744</td>
<td>WS11</td>
<td>ANN</td>
<td>67,776</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MON</td>
<td>3,795</td>
<td>5,323</td>
<td>MON</td>
<td>4,062</td>
<td>MON</td>
<td>5,648</td>
<td>MON</td>
<td>5,648</td>
<td>MON</td>
<td>5,648</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>8HR</td>
<td>175.12</td>
<td>245.68</td>
<td>8HR</td>
<td>187.44</td>
<td>8HR</td>
<td>260.64</td>
<td>8HR</td>
<td>260.64</td>
<td>8HR</td>
<td>260.64</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HRLY</td>
<td>21.89</td>
<td>30.71</td>
<td>HRLY</td>
<td>23.43</td>
<td>HRLY</td>
<td>32.58</td>
<td>HRLY</td>
<td>32.58</td>
<td>HRLY</td>
<td>32.58</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BC04</td>
<td>ANN</td>
<td>47,364</td>
<td>BC12</td>
<td>ANN</td>
<td>66,324</td>
<td>WS04</td>
<td>ANN</td>
<td>50,712</td>
<td>WS12</td>
<td>ANN</td>
<td>70,236</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MON</td>
<td>3,947</td>
<td>5,527</td>
<td>MON</td>
<td>4,226</td>
<td>MON</td>
<td>5,853</td>
<td>MON</td>
<td>5,853</td>
<td>MON</td>
<td>5,853</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>8HR</td>
<td>182.16</td>
<td>255.12</td>
<td>8HR</td>
<td>195.04</td>
<td>8HR</td>
<td>270.16</td>
<td>8HR</td>
<td>270.16</td>
<td>8HR</td>
<td>270.16</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HRLY</td>
<td>22.77</td>
<td>31.89</td>
<td>HRLY</td>
<td>24.38</td>
<td>HRLY</td>
<td>33.77</td>
<td>HRLY</td>
<td>33.77</td>
<td>HRLY</td>
<td>33.77</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BC05</td>
<td>ANN</td>
<td>49,260</td>
<td>BC13</td>
<td>ANN</td>
<td>68,748</td>
<td>WS05</td>
<td>ANN</td>
<td>52,764</td>
<td>WS13</td>
<td>ANN</td>
<td>72,900</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MON</td>
<td>4,105</td>
<td>5,729</td>
<td>MON</td>
<td>4,397</td>
<td>MON</td>
<td>6,075</td>
<td>MON</td>
<td>6,075</td>
<td>MON</td>
<td>6,075</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>8HR</td>
<td>189.44</td>
<td>264.40</td>
<td>8HR</td>
<td>202.96</td>
<td>8HR</td>
<td>280.40</td>
<td>8HR</td>
<td>280.40</td>
<td>8HR</td>
<td>280.40</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HRLY</td>
<td>23.68</td>
<td>33.05</td>
<td>HRLY</td>
<td>25.37</td>
<td>HRLY</td>
<td>35.05</td>
<td>HRLY</td>
<td>35.05</td>
<td>HRLY</td>
<td>35.05</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BC06</td>
<td>ANN</td>
<td>51,240</td>
<td>BC14</td>
<td>ANN</td>
<td>71,376</td>
<td>WS06</td>
<td>ANN</td>
<td>54,876</td>
<td>WS14</td>
<td>ANN</td>
<td>75,600</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MON</td>
<td>4,270</td>
<td>5,948</td>
<td>MON</td>
<td>4,573</td>
<td>MON</td>
<td>6,300</td>
<td>MON</td>
<td>6,300</td>
<td>MON</td>
<td>6,300</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>8HR</td>
<td>197.04</td>
<td>274.56</td>
<td>8HR</td>
<td>211.04</td>
<td>8HR</td>
<td>290.80</td>
<td>8HR</td>
<td>290.80</td>
<td>8HR</td>
<td>290.80</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HRLY</td>
<td>24.63</td>
<td>34.32</td>
<td>HRLY</td>
<td>26.38</td>
<td>HRLY</td>
<td>36.35</td>
<td>HRLY</td>
<td>36.35</td>
<td>HRLY</td>
<td>36.35</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BC07</td>
<td>ANN</td>
<td>53,292</td>
<td>BC15</td>
<td>ANN</td>
<td>74,040</td>
<td>WS07</td>
<td>ANN</td>
<td>57,060</td>
<td>WS15</td>
<td>ANN</td>
<td>78,492</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MON</td>
<td>4,441</td>
<td>6,170</td>
<td>MON</td>
<td>4,755</td>
<td>MON</td>
<td>6,541</td>
<td>MON</td>
<td>6,541</td>
<td>MON</td>
<td>6,541</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>8HR</td>
<td>204.96</td>
<td>284.80</td>
<td>8HR</td>
<td>219.44</td>
<td>8HR</td>
<td>301.92</td>
<td>8HR</td>
<td>301.92</td>
<td>8HR</td>
<td>301.92</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HRLY</td>
<td>25.62</td>
<td>35.60</td>
<td>HRLY</td>
<td>27.43</td>
<td>HRLY</td>
<td>37.74</td>
<td>HRLY</td>
<td>37.74</td>
<td>HRLY</td>
<td>37.74</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BC08</td>
<td>ANN</td>
<td>55,464</td>
<td>WS08</td>
<td>ANN</td>
<td>59,340</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>MON</td>
<td>4,622</td>
<td>4,945</td>
<td>MON</td>
<td>4,945</td>
<td>MON</td>
<td>6,300</td>
<td>MON</td>
<td>6,300</td>
<td>MON</td>
<td>6,300</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>8HR</td>
<td>213.36</td>
<td>228.24</td>
<td>8HR</td>
<td>228.24</td>
<td>8HR</td>
<td>290.80</td>
<td>8HR</td>
<td>290.80</td>
<td>8HR</td>
<td>290.80</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HRLY</td>
<td>26.67</td>
<td>28.53</td>
<td>HRLY</td>
<td>28.53</td>
<td>HRLY</td>
<td>35.05</td>
<td>HRLY</td>
<td>35.05</td>
<td>HRLY</td>
<td>35.05</td>
<td></td>
</tr>
<tr>
<td>WF01</td>
<td>ANN</td>
<td>45,132</td>
<td>WF09</td>
<td>ANN</td>
<td>62,220</td>
<td>F101</td>
<td>ANN</td>
<td>48,036</td>
<td>F109</td>
<td>ANN</td>
<td>66,216</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>-----</td>
<td>--------</td>
<td>------</td>
<td>-----</td>
<td>--------</td>
<td>------</td>
<td>-----</td>
<td>--------</td>
<td>------</td>
<td>-----</td>
<td>--------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MON</td>
<td>3,761</td>
<td>MON</td>
<td>5,185</td>
<td>MON</td>
<td>4,003</td>
<td>MON</td>
<td>5,518</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8HR</td>
<td>173.60</td>
<td>8HR</td>
<td>239.28</td>
<td>8HR</td>
<td>184.72</td>
<td>8HR</td>
<td>254.64</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HRLY</td>
<td>21.70</td>
<td>HRLY</td>
<td>29.91</td>
<td>HRLY</td>
<td>23.09</td>
<td>HRLY</td>
<td>31.83</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WF02</td>
<td>ANN</td>
<td>46,956</td>
<td>WF10</td>
<td>ANN</td>
<td>64,728</td>
<td>F102</td>
<td>ANN</td>
<td>50,004</td>
<td>F110</td>
<td>ANN</td>
<td>68,892</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MON</td>
<td>3,913</td>
<td>MON</td>
<td>5,394</td>
<td>MON</td>
<td>4,167</td>
<td>MON</td>
<td>5,741</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8HR</td>
<td>180.64</td>
<td>8HR</td>
<td>248.96</td>
<td>8HR</td>
<td>192.32</td>
<td>8HR</td>
<td>264.96</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HRLY</td>
<td>22.58</td>
<td>HRLY</td>
<td>31.12</td>
<td>HRLY</td>
<td>24.04</td>
<td>HRLY</td>
<td>33.12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WF03</td>
<td>ANN</td>
<td>48,456</td>
<td>WF11</td>
<td>ANN</td>
<td>67,308</td>
<td>F103</td>
<td>ANN</td>
<td>51,612</td>
<td>F111</td>
<td>ANN</td>
<td>71,664</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MON</td>
<td>4,038</td>
<td>MON</td>
<td>5,609</td>
<td>MON</td>
<td>4,301</td>
<td>MON</td>
<td>5,972</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8HR</td>
<td>186.40</td>
<td>8HR</td>
<td>258.88</td>
<td>8HR</td>
<td>198.48</td>
<td>8HR</td>
<td>275.60</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HRLY</td>
<td>23.30</td>
<td>HRLY</td>
<td>32.36</td>
<td>HRLY</td>
<td>24.81</td>
<td>HRLY</td>
<td>34.45</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WF04</td>
<td>ANN</td>
<td>50,400</td>
<td>WF12</td>
<td>ANN</td>
<td>69,924</td>
<td>F104</td>
<td>ANN</td>
<td>53,712</td>
<td>F112</td>
<td>ANN</td>
<td>74,532</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MON</td>
<td>4,200</td>
<td>MON</td>
<td>5,827</td>
<td>MON</td>
<td>4,476</td>
<td>MON</td>
<td>6,211</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8HR</td>
<td>193.84</td>
<td>8HR</td>
<td>268.96</td>
<td>8HR</td>
<td>206.56</td>
<td>8HR</td>
<td>286.64</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HRLY</td>
<td>24.23</td>
<td>HRLY</td>
<td>33.62</td>
<td>HRLY</td>
<td>25.82</td>
<td>HRLY</td>
<td>35.83</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WF05</td>
<td>ANN</td>
<td>52,416</td>
<td>WF13</td>
<td>ANN</td>
<td>72,804</td>
<td>F105</td>
<td>ANN</td>
<td>56,556</td>
<td>F113</td>
<td>ANN</td>
<td>77,496</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MON</td>
<td>4,368</td>
<td>MON</td>
<td>6,067</td>
<td>MON</td>
<td>4,713</td>
<td>MON</td>
<td>6,458</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8HR</td>
<td>201.60</td>
<td>8HR</td>
<td>280.00</td>
<td>8HR</td>
<td>217.52</td>
<td>8HR</td>
<td>298.08</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HRLY</td>
<td>25.20</td>
<td>HRLY</td>
<td>35.00</td>
<td>HRLY</td>
<td>27.19</td>
<td>HRLY</td>
<td>37.26</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WF06</td>
<td>ANN</td>
<td>54,528</td>
<td>WF14</td>
<td>ANN</td>
<td>75,660</td>
<td>F106</td>
<td>ANN</td>
<td>58,068</td>
<td>F114</td>
<td>ANN</td>
<td>80,568</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MON</td>
<td>4,544</td>
<td>MON</td>
<td>6,305</td>
<td>MON</td>
<td>4,839</td>
<td>MON</td>
<td>6,714</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8HR</td>
<td>209.76</td>
<td>8HR</td>
<td>291.04</td>
<td>8HR</td>
<td>223.36</td>
<td>8HR</td>
<td>309.84</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HRLY</td>
<td>26.22</td>
<td>HRLY</td>
<td>36.38</td>
<td>HRLY</td>
<td>27.92</td>
<td>HRLY</td>
<td>38.73</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WF07</td>
<td>ANN</td>
<td>56,676</td>
<td>WF15</td>
<td>ANN</td>
<td>78,672</td>
<td>F107</td>
<td>ANN</td>
<td>60,336</td>
<td>F115</td>
<td>ANN</td>
<td>83,772</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MON</td>
<td>4,723</td>
<td>MON</td>
<td>6,556</td>
<td>MON</td>
<td>5,028</td>
<td>MON</td>
<td>6,981</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8HR</td>
<td>218.00</td>
<td>8HR</td>
<td>302.56</td>
<td>8HR</td>
<td>232.08</td>
<td>8HR</td>
<td>322.24</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HRLY</td>
<td>27.25</td>
<td>HRLY</td>
<td>37.82</td>
<td>HRLY</td>
<td>29.01</td>
<td>HRLY</td>
<td>40.28</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WF08</td>
<td>ANN</td>
<td>58,908</td>
<td>F108</td>
<td>ANN</td>
<td>62,748</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MON</td>
<td>4,909</td>
<td>MON</td>
<td>5,229</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8HR</td>
<td>226.56</td>
<td>8HR</td>
<td>241.36</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HRLY</td>
<td>28.32</td>
<td>HRLY</td>
<td>30.17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Step A</td>
<td>F201</td>
<td>51,168</td>
<td>F209</td>
<td>70,572</td>
<td>F301</td>
<td>54,492</td>
<td>F309</td>
<td>75,120</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>-------</td>
<td>--------</td>
<td>-------</td>
<td>--------</td>
<td>-------</td>
<td>--------</td>
<td>-------</td>
<td>--------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANN</td>
<td>4,264</td>
<td>ANN</td>
<td>5,881</td>
<td>ANN</td>
<td>4,541</td>
<td>ANN</td>
<td>6,260</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MON</td>
<td>8HR</td>
<td>XHR</td>
<td>271.44</td>
<td>8HR</td>
<td>209.60</td>
<td>8HR</td>
<td>288.96</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>24.60</td>
<td>HRLY</td>
<td>33.93</td>
<td>HRLY</td>
<td>26.20</td>
<td>HRLY</td>
<td>36.12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>F202</td>
<td>53,208</td>
<td>F210</td>
<td>73,320</td>
<td>F302</td>
<td>56,676</td>
<td>F310</td>
<td>78,072</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANN</td>
<td>4,434</td>
<td>ANN</td>
<td>6,110</td>
<td>ANN</td>
<td>4,723</td>
<td>ANN</td>
<td>6,506</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MON</td>
<td>8HR</td>
<td>XHR</td>
<td>282.00</td>
<td>8HR</td>
<td>218.00</td>
<td>8HR</td>
<td>300.24</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>25.58</td>
<td>HRLY</td>
<td>35.25</td>
<td>HRLY</td>
<td>27.25</td>
<td>HRLY</td>
<td>37.53</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>F203</td>
<td>54,948</td>
<td>F211</td>
<td>76,272</td>
<td>F303</td>
<td>58,560</td>
<td>F311</td>
<td>81,252</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANN</td>
<td>4,579</td>
<td>ANN</td>
<td>6,356</td>
<td>ANN</td>
<td>4,880</td>
<td>ANN</td>
<td>6,771</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MON</td>
<td>8HR</td>
<td>XHR</td>
<td>293.36</td>
<td>8HR</td>
<td>225.20</td>
<td>8HR</td>
<td>312.48</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>26.42</td>
<td>HRLY</td>
<td>36.67</td>
<td>HRLY</td>
<td>28.15</td>
<td>HRLY</td>
<td>39.06</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>F204</td>
<td>57,144</td>
<td>F212</td>
<td>79,368</td>
<td>F304</td>
<td>60,864</td>
<td>F312</td>
<td>84,552</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANN</td>
<td>4,762</td>
<td>ANN</td>
<td>6,614</td>
<td>ANN</td>
<td>5,072</td>
<td>ANN</td>
<td>7,046</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MON</td>
<td>8HR</td>
<td>XHR</td>
<td>305.28</td>
<td>8HR</td>
<td>234.08</td>
<td>8HR</td>
<td>325.20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>27.47</td>
<td>HRLY</td>
<td>38.16</td>
<td>HRLY</td>
<td>29.26</td>
<td>HRLY</td>
<td>40.65</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>F205</td>
<td>59,460</td>
<td>F213</td>
<td>82,584</td>
<td>F305</td>
<td>63,360</td>
<td>F313</td>
<td>87,960</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANN</td>
<td>4,955</td>
<td>ANN</td>
<td>6,882</td>
<td>ANN</td>
<td>5,280</td>
<td>ANN</td>
<td>7,330</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MON</td>
<td>8HR</td>
<td>XHR</td>
<td>317.60</td>
<td>8HR</td>
<td>243.68</td>
<td>8HR</td>
<td>338.32</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>28.59</td>
<td>HRLY</td>
<td>39.70</td>
<td>HRLY</td>
<td>30.46</td>
<td>HRLY</td>
<td>42.29</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>F206</td>
<td>61,812</td>
<td>F214</td>
<td>85,836</td>
<td>F306</td>
<td>66,820</td>
<td>F314</td>
<td>91,380</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANN</td>
<td>5,151</td>
<td>ANN</td>
<td>7,153</td>
<td>ANN</td>
<td>5,485</td>
<td>ANN</td>
<td>7,615</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MON</td>
<td>8HR</td>
<td>XHR</td>
<td>330.16</td>
<td>8HR</td>
<td>253.12</td>
<td>8HR</td>
<td>351.44</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>29.72</td>
<td>HRLY</td>
<td>41.27</td>
<td>HRLY</td>
<td>31.64</td>
<td>HRLY</td>
<td>43.93</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>F207</td>
<td>64,320</td>
<td>F215</td>
<td>89,256</td>
<td>F307</td>
<td>68,448</td>
<td>F315</td>
<td>95,088</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANN</td>
<td>5,360</td>
<td>ANN</td>
<td>7,438</td>
<td>ANN</td>
<td>5,704</td>
<td>ANN</td>
<td>7,924</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MON</td>
<td>8HR</td>
<td>XHR</td>
<td>343.28</td>
<td>8HR</td>
<td>263.28</td>
<td>8HR</td>
<td>365.76</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>30.92</td>
<td>HRLY</td>
<td>42.91</td>
<td>HRLY</td>
<td>32.91</td>
<td>HRLY</td>
<td>45.72</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>F208</td>
<td>66,876</td>
<td>F308</td>
<td>71,160</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANN</td>
<td>5,573</td>
<td>ANN</td>
<td>5,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MON</td>
<td>8HR</td>
<td>XHR</td>
<td>273.68</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>32.15</td>
<td>HRLY</td>
<td>34.21</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Step A</td>
<td>Step A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>--------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GF01</td>
<td>ANN 58,044</td>
<td>GF09</td>
<td>ANN 80,052</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MON</td>
<td>4,837</td>
<td>MON</td>
<td>6,671</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8HR</td>
<td>223.28</td>
<td>8HR</td>
<td>307.92</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HRLY</td>
<td>27.91</td>
<td>HRLY</td>
<td>36.49</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GF02</td>
<td>ANN 60,336</td>
<td>GF10</td>
<td>ANN 83,160</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MON</td>
<td>5,028</td>
<td>MON</td>
<td>6,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8HR</td>
<td>232.08</td>
<td>8HR</td>
<td>319.84</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HRLY</td>
<td>29.01</td>
<td>HRLY</td>
<td>39.98</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GF03</td>
<td>ANN 62,340</td>
<td>GF11</td>
<td>ANN 86,472</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MON</td>
<td>5,195</td>
<td>MON</td>
<td>7,206</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8HR</td>
<td>239.76</td>
<td>8HR</td>
<td>332.56</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HRLY</td>
<td>29.97</td>
<td>HRLY</td>
<td>41.57</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GF04</td>
<td>ANN 64,812</td>
<td>GF12</td>
<td>ANN 90,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MON</td>
<td>5,401</td>
<td>MON</td>
<td>7,500</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8HR</td>
<td>249.28</td>
<td>8HR</td>
<td>346.16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HRLY</td>
<td>31.16</td>
<td>HRLY</td>
<td>43.27</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GF05</td>
<td>ANN 67,452</td>
<td>GF13</td>
<td>ANN 93,636</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MON</td>
<td>5,621</td>
<td>MON</td>
<td>7,803</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8HR</td>
<td>259.44</td>
<td>8HR</td>
<td>360.16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HRLY</td>
<td>32.43</td>
<td>HRLY</td>
<td>45.02</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GF06</td>
<td>ANN 70,092</td>
<td>GF14</td>
<td>ANN 97,308</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MON</td>
<td>5,841</td>
<td>MON</td>
<td>8,109</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8HR</td>
<td>269.60</td>
<td>8HR</td>
<td>374.24</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HRLY</td>
<td>33.70</td>
<td>HRLY</td>
<td>46.78</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GF07</td>
<td>ANN 72,924</td>
<td>GF15</td>
<td>ANN 101,208</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MON</td>
<td>6,077</td>
<td>MON</td>
<td>8,434</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8HR</td>
<td>280.48</td>
<td>8HR</td>
<td>389.28</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HRLY</td>
<td>35.06</td>
<td>HRLY</td>
<td>48.66</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GF08</td>
<td>ANN 75,876</td>
<td>MON</td>
<td>6,323</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8HR</td>
<td>291.84</td>
<td>HRLY</td>
<td>36.48</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HRLY</td>
<td>36.48</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PART II      DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
            STATE OF HAWAII

Minimum Qualification Specifications
for the Class:

AIR CONDITIONING MECHANIC I

Experience Requirements

Four (4) years of progressively responsible experience in the maintenance and
overhaul of air conditioning and/or refrigeration equipment as a helper or apprentice
under a journey level air conditioning and/or refrigeration mechanic.

Substitution of Training for Experience

Training received at an accredited technical school in an air conditioning and/or
refrigeration curriculum may be substituted for experience on a year-for-year basis up to
a maximum of two (2) years.

Quality of Experience

Possession of the required number of years of experience will not in itself be
accepted as proof of qualification for a position. The applicant's overall experience
must have been of such scope and level of responsibility as to conclusively
demonstrate that he/she has the ability to perform the duties of the position for which
he/she is being considered.

Certification Required

In accordance with Section 608 of the Environmental Protection Agency's (EPA)
Clean Air Act, 1990, as amended, certification as a Type I, Type II, Type III, or
Universal technician is required.

Selective Certification

Specialized knowledge, skills and abilities may be required to perform the duties
of some positions. For such positions, Selective Certification Requirements may be
established and certification may be restricted to eligibles who possess the pertinent
experience and/or training required to perform the duties of the position.

Agencies requesting selective certification must show the connection between
the kind of training and/or experience on which they wish to base selective certification
and the duties of the position to be filled.

Tests

Applicants may be required to qualify on an appropriate examination.
PART II
AIR CONDITIONING MECHANIC I

Physical and Medical Requirements

Applicants must be able to perform the essential functions of the position effectively and safely, with or without reasonable accommodation.

This is an amendment to the minimum qualification specifications for the class, AIR CONDITIONING MECHANIC I, which were approved on April 4, 1997

DATE APPROVED: 2/27/2012

BARBARA A. KRIEG, Interim Director
Department of Human Resources Development
Duties Summary:

Performs preventive maintenance, repair, minor overhaul, and operation of a variety of air conditioning, refrigeration, and ventilation equipment; and performs other related duties as assigned.

Distinguishing Characteristics:

This is the fully competent worker in the series.

This class differs from the Air Conditioning Mechanic II in that the Air Conditioning Mechanic I maintains, repairs, performs minor overhaul, and operates a variety of air conditioning, refrigeration, and ventilation equipment; whereas, the Air Conditioning Mechanic II, in addition to performing skilled air conditioning mechanic work for a substantial amount of time, supervises, as a continuing work assignment, the work of fully competent air conditioning mechanics; or in addition to performing skilled air conditioning mechanic work, plans, assigns, supervises, instructs, reviews, and evaluates the work of an inmate workline.

Examples of Duties:

Performs preventive maintenance, repairs, performs minor overhaul, and operates air conditioning, refrigeration and ventilation systems which include compressors, starters, motors, blowers, fans, pumps, air handlers, condensers, piping, cooling towers, heat exchangers, pressure switches, temperature controls, remote indicating systems and automatic controls; conducts operational tests to obtain optimum performance of the air conditioning systems; periodically inspects all air conditioning and refrigerating machinery such as water towers, air cooled central and package air conditioning systems, walk-in reefers, ice making machinery, water coolers and cold storage refrigeration plants/units; lubricates machinery, adjusts and/or changes belts, checks pressure, tests for freon leaks, cleans and defrosts equipment, removes scale and rust and repaints equipment, replaces motors, oxyacetylene and electric soldering
and welding on refrigerating and air conditioning systems; locates and isolates malfunctions, and estimates materials, parts and labor needed to repair equipment; reads plans, specifications, manuals and instructions applicable to air conditioning and refrigerating systems; supervises trades helpers and/or laborers as assigned.

Knowledge and Abilities Required:

Knowledge of: Methods and procedures used in the operation, preventive maintenance and repair of air conditioning and refrigeration systems; servicing requirements, tools, chemicals and testing equipment relating to the operation and maintenance of air conditioning and refrigerating systems; principles of air conditioning and refrigeration; basic safety procedures that are applicable to the work.

Ability to: Identify malfunctions and defects and take corrective action; maintain, service, and repair air conditioning and refrigeration systems; use and maintain tools and equipment used in the trade; read plans and specifications; estimate time, labor and material requirements; understand and follow oral and written instructions.

-----------------------------------------------------------------

This is a change in title and an amendment to the specification for the class AIR CONDITIONING MECHANIC approved on July 22, 1970.

DATE APPROVED: 3/28/90

ALFRED C. LARDIZABAL
Director of Personnel Services
PART II  DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT  10.911

STATE OF HAWAII

Minimum Qualification Specifications
for the Class:

AIR CONDITIONING MECHANIC II

Experience Requirements

Two (2) years of work experience in the repair, overhaul and maintenance of air conditioning and refrigeration systems, as a fully competent Air Conditioning Mechanic.

Supervisory Aptitude

Applicants must possess supervisory aptitude. Supervisory aptitude is the demonstration of aptitude or potential for the performance of supervisory duties through successful completion of regular or special assignments which involve some supervisory responsibilities or aspects of supervision, e.g., by serving as a group or team leader; or in similar work in which opportunities for demonstrating supervisory capabilities exist; or by the completion of training courses in supervision accompanied by application of supervisory skills in work assignments; and/or by favorable appraisals by a supervisor indicating the possession of supervisory potential.

Quality of Experience

Possession of the required number of years of experience will not in itself be accepted as proof of qualification for a position. The applicant's overall experience must have been of such scope and level of responsibility as to conclusively demonstrate that he/she has the ability to perform the duties of the position for which he/she is being considered.

Certification Required

In accordance with Section 608 of the Environmental Protection Agency's (EPA) Clean Air Act, 1990, as amended, certification as a Type I, Type II, Type III, or Universal technician is required.

Selective Certification

Specialized knowledge, skills and abilities may be required to perform the duties of some positions. For such positions, Selective Certification Requirements may be established and certification may be restricted to eligibles who possess the pertinent experience and/or training required to perform the duties of the position.

Agencies requesting selective certification must show the connection between the kind of training and/or experience on which they wish to base selective certification and the duties of the position to be filled.
Tests

Applicants may be required to qualify on an appropriate examination.

Physical and Medical Requirements

Applicants must be able to perform the essential functions of the position effectively and safely, with or without reasonable accommodation.

This is an amendment to the minimum qualification specifications for the class AIR CONDITIONING MECHANIC II, which were approved on April 4, 1997.

DATE APPROVED: 2/27/2012

BARBARA A. KRIEG, Interim Director
Department of Human Resources Development
DUTIES SUMMARY:

Performs and supervises the preventive maintenance, repair, minor overhaul, and operation of a variety of air conditioning, refrigeration, and ventilation equipment; and performs other related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

This is the working supervisory level in the series.

This class differs from the Air Conditioning Mechanic I in that the Air Conditioning Mechanic II, in addition to performing skilled air conditioning mechanic work as a major assignment, supervises the work of skilled air conditioning mechanics as a continuing work assignment including setting the pace and quality of workmanship; or, in addition to performing skilled air conditioning work, plans, assigns, supervises, instructs, reviews, and evaluates the work of an inmate workline including demonstrating proper work methods.

This class differs from that of Air Conditioning Mechanic Supervisor in that the Air Conditioning Mechanic II spends a substantial amount of time performing skilled air conditioning mechanic work and, in addition, supervises the work of fully competent air conditioning mechanics; or, in addition to performing skilled air conditioning work, plans, assigns, supervises, instructs, reviews, and evaluates the work of an inmate workline including demonstrating proper work methods, while the Air Conditioning Mechanic Supervisor has shop responsibilities for planning, assigning, supervising and reviewing the work of a group of fully competent air conditioning mechanics on a substantially full time basis and only occasionally may perform skilled air conditioning mechanic work.

Positions at this level typically serve as:

a) A working supervisor who performs skilled air conditioning mechanic work and plans, assigns, supervises, and reviews the work of skilled air conditioning mechanics.

or:

b) A working supervisor who performs skilled air
conditioning mechanic work and plans, assigns, supervises, instructs, reviews, and evaluates the work of an inmate workline. The primary purpose of such a position is to provide those inmates with a marketable air conditioning mechanic skill while in a correctional rehabilitation program. Because of the work environment and inmate subordinates who are frequently not journey level workers, this type of working supervisor must review and assess all work to be done to determine which inmate, if any, is capable of performing the work; makes specific assignments; reviews all assignments; and is ultimately responsible for all work performed.

Examples of Duties:

Plans, assigns, reviews the work of air conditioning mechanics and participates in the preventive maintenance, repair, minor overhaul, and operation of air conditioning and refrigeration systems which include compressors, starters, motors, blowers, fans, pumps, air handlers, condensers, piping, cooling towers, heat exchangers, pressure switches, temperature controls, remote indicating systems and automatic controls; conducts operational tests to obtain optimum performance of the air conditioning refrigeration and ventilation systems; periodically inspects all air conditioning and refrigerating machinery such as water towers, air cooled central and package air conditioning systems, walk-in reefers, ice making machinery, water coolers and cold storage refrigeration plants/units; participates and supervises in the lubrication of machinery, adjustment and/or changing of belts, checking of pressure, testing for freon leaks, cleaning of controls, fans, filters, compressors and control equipment; occasionally performs or supervises the performance of oxyacetylene and electric soldering and welding on refrigerating and air conditioning systems; locates and isolates malfunctions, and estimates materials, parts and labor needed to repair or replace equipment; reads plans, specifications, manuals and instructions applicable to air conditioning and refrigeration systems; reviews plans and installation of new mechanical equipment to expedite future maintenance; establishes job priorities and deadlines; inspects jobs in progress to determine conformance to schedule and quality of work; periodically prepares oral and written reports; develops maintenance and servicing procedures and schedules; approves substitution of parts and other modifications to equipment; instructs subordinates on work methods and techniques and provides instruction on technical aspects of job; interviews inmates and makes recommendations for acceptance into the air conditioning mechanic workline; counsels inmates and enforces security procedures; teaches an inmate workline modern principles and practices of air conditioning mechanic work which includes,
use and care of tools, safety practices, schematic and blue print reading, etc.; determines level of work that an inmate is capable of performing and makes assignments accordingly; prepares written inmate performance evaluations; assesses and makes recommendations for contracting repair work that cannot be done in-house.

Knowledge and Abilities Required:

Knowledge of: Methods and procedures used in the operation, preventive maintenance, and repair of air conditioning, refrigeration, and ventilation systems; servicing requirements, tools, chemicals, and testing equipment relating to the operation and maintenance of air conditioning and refrigerating systems; basic safety procedures.

Ability to: Plan, assign, and review the work of others; maintain, service, and repair air conditioning and refrigerating units; use and maintain tools and equipment pertinent to the trade; develop maintenance schedule for air conditioning and refrigerating systems; estimate time, materials and labor needed to perform repair jobs; give and follow oral and written instructions; keep records and make written reports.

This is the first specification for the new class AIR CONDITIONING MECHANIC II.

Effective Date: November 1, 1989

DATE APPROVED: 3/28/90

ALFRED C. LARDIZABAL
Director of Personnel Services
Minimum Qualification Specifications
for the Class:

AIR CONDITIONING MECHANIC SUPERVISOR
(AIR CONDITIONING MECH SUPVR)

Experience Requirements

Applicants must have had progressively responsible experience of the kind, quality and quantity described in the following paragraphs, or any equivalent combination of training and experience.

Four (4) years of work experience in the repair, overhaul and maintenance of air conditioning and refrigeration systems, as a fully competent air conditioning mechanic.

At least one (1) year of such experience must have included supervising the work of fully competent air conditioning mechanics, which involved: planning, organizing, scheduling and directing their work; assigning and reviewing their work; advising them on difficult work problems; training and developing subordinates and evaluating their work performance.

Quality of Experience

Possession of the required number of years of experience will not in itself be accepted as proof of qualification for a position. The applicant's overall experience must have been of such scope and level of responsibility as to conclusively demonstrate that he/she has the ability to perform the duties of the position for which he/she is being considered.

Certification Required

In accordance with Section 608 of the Environmental Protection Agency's (EPA) Clean Air Act, 1990, as amended, certification as a Type I, Type II, Type III, or Universal Technician is required.

Selective Certification

Specialized knowledge, skills and abilities may be required to perform the duties of some positions. For such positions, Selective Certification Requirements may be established and certification may be restricted to eligibles who possess the pertinent experience and/or training required to perform the duties of the position.

Agencies requesting selective certification must show the connection between the kind of training and/or experience on which they wish to base selective certification and the duties of the position to be filled.
Tests

Applicants may be required to qualify on an appropriate examination.

Physical and Medical Requirements

Applicants must be able to perform the essential functions of the position effectively and safely, with or without reasonable accommodation.

This is an amendment to the minimum qualification specifications for the class AIR CONDITIONING MECHANIC SUPERVISOR, which were approved on April 4, 1997.

DATE APPROVED: 7/23/2012

BARBARA A. KRIEG, Director
Department of Human Resources Development
PART I  DEPARTMENT OF PERSONNEL SERVICES  10.912
STATE OF HAWAII

Class Specifications for the Class:

AIR CONDITIONING MECHANIC SUPERVISOR
(AIR CONDITIONING MECH SUPVR)

Duties Summary:

Plans for and supervises a group of skilled air conditioning mechanics in the preventive maintenance and repair of air conditioning, refrigeration, and ventilation equipment; and performs other duties as assigned.

Distinguishing Characteristics:

This is the full supervisory level in the series.

This class differs from that of the Air Conditioning Mechanic II in that the Air Conditioning Mechanic Supervisor has shop responsibilities for planning, assigning, supervising and reviewing the work of a group of skilled air conditioning mechanics on a substantially full time basis and only occasionally may perform skilled air conditioning mechanic work; whereas, the Air Conditioning Mechanic II spends a substantial portion of time in performing skilled air conditioning mechanic work and in addition, supervises other skilled air conditioning mechanics as a continuing work assignment including setting the work pace and quality of workmanship; or, in addition to performing skilled air conditioning work, plans, assigns, supervises, instructs, reviews, and evaluates the work of an inmate workline including demonstrating proper work methods.

Examples of Duties:

Plans, assigns, supervises, and inspects the work of subordinates engaged in the operation, preventive maintenance, repair and minor overhaul of air conditioning equipment including component units such as compressors, refrigerant systems, condensers, evaporators, operating and sequencing controls, etc.; supervises the maintenance and repair of refrigeration and ventilation systems; reviews plans and installations of new mechanical equipment to expedite future maintenance; develops maintenance and servicing procedures, schedules, and records; establishes job priorities and deadlines and estimates time, labor and material requirements; evaluates work required, reads and interprets blueprints and diagrams and prepares sketches for subordinates to follow; analyzes and traces the more complex malfunctions and assures correction; approves substitutions of parts and other modifications to equipment; isolates and identifies major repair work and makes necessary arrangements for completion; prepares, tests, and adjusts air conditioning and
other equipment to insure optimum performance of systems; ensures adherence to collective bargaining contract provisions; rates performance of assigned subordinates and recommends personnel actions for the unit; maintains an inventory of necessary parts and supplies.

Knowledge and Abilities Required:

Knowledge of: Methods and procedures used in the operation, preventive maintenance, and repair of air conditioning refrigeration, and ventilation systems; principles and practices of supervision; basic safety requirements as it pertains to air conditioning repair and maintenance.

Ability to: Plan, organize, assign, and review the work of several air conditioning mechanics and others; develop maintenance and servicing procedures and schedules; estimate time, labor, and material requirements; establish job priorities and deadlines; read and interpret blueprints and diagrams; understand, give, and follow oral and written reports.

This is an amendment to the specification for the class AIR CONDITIONING MECHANIC SUPERVISOR (AIR CONDITIONING MECH SUPVR) approved on June 7, 1975.

DATE APPROVED: 3/28/90

ALFRED C. LARDIZABAL
Director of Personnel Services
# GENERAL CONDITIONS

## Table of Contents

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

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

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

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

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

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

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

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

   f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.
g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.

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

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


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.


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 or 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.


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) years, 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 issued 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.
INTERIOR ALTERATIONS FOR THE HAWAII COMMUNITY DEVELOPMENT AUTHORITY

AMERICAN BREWERY BUILDING
545 QUEEN STREET, HONOLULU, HAWAII, 96813
WOMEN - 104

MEN - 105, 205

ELECTRICAL - 106

ELEVATOR - 107

RESTROOM LOBBY - 108

T.M.K.: 2-1-031: 021

INTERIOR ALTERATIONS FOR THE HAWAII COMMUNITY DEVELOPMENT AUTHORITY
AMERICAN BREWERY BUILDING
545 QUEEN STREET, HONOLULU, HAWAII, 96813
2ND FLOOR NEW PLUMBING PLAN

[Diagram of 2nd floor plumbing plan with annotations and specifications]
STORM DRAIN PIPING DIAGRAM
PLUMBING FIXTURE CONNECTION SCHEDULE

INTERIOR ALTERATIONS FOR THE HAWAII COMMUNITY DEVELOPMENT AUTHORITY
AMERICAN BREWERY BUILDING
555 QUEEN STREET, HONOLULU, HAWAII, 96813

WATER PIPING DIAGRAM

PLUMBING FIXTURE CONNECTION SCHEDULE

<table>
<thead>
<tr>
<th>Description</th>
<th>Size</th>
<th>Use</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Closet (F11)</td>
<td>3/4</td>
<td>WC</td>
<td>Water Closet</td>
</tr>
<tr>
<td>Lavatory</td>
<td>1/2</td>
<td>LD</td>
<td>Lavatory</td>
</tr>
<tr>
<td>Utility</td>
<td>1/2</td>
<td>UT</td>
<td>Utility</td>
</tr>
<tr>
<td>Service Sink</td>
<td>1/2</td>
<td>SS</td>
<td>Service Sink</td>
</tr>
<tr>
<td>Kitchen</td>
<td>1/2</td>
<td>K</td>
<td>Kitchen</td>
</tr>
<tr>
<td>Inside Sink</td>
<td>1/2</td>
<td>INS</td>
<td>Inside Sink</td>
</tr>
<tr>
<td>Floor Drain</td>
<td>2</td>
<td>FD</td>
<td>Floor Drain</td>
</tr>
<tr>
<td>Range Drain</td>
<td>2</td>
<td>RDR</td>
<td>Range Drain</td>
</tr>
</tbody>
</table>
## EQUIPMENT LIST

<table>
<thead>
<tr>
<th>Unit</th>
<th>Model #</th>
<th>Serial #</th>
<th>Drive #</th>
<th>Motor #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Air Cooled Condensing Unit - Carrier Corporation Gemini Split System</td>
<td>38AUZA12A0A5A0A0C0</td>
<td>3313C92038</td>
<td>99MS0605BA27010B</td>
</tr>
<tr>
<td>2</td>
<td>Air Cooled Condensing Unit - Carrier Corporation Gemini Split System</td>
<td>38AUZA12A0A5A0A0C0</td>
<td>3313C92040</td>
<td>99MS0605BA27010B</td>
</tr>
<tr>
<td>3</td>
<td>Air Cooled Condensing Unit - Carrier Corporation Gemini Split System</td>
<td>38AUZA08A0A5A0A0C0</td>
<td>3313C92031</td>
<td>99MS0605BA27010B</td>
</tr>
<tr>
<td>4</td>
<td>Air Cooled Condensing Unit - Carrier Corporation Gemini Split System</td>
<td>38AUZA12A0A5A0A0C0</td>
<td>3313C92041</td>
<td>99MS0605BA27010B</td>
</tr>
<tr>
<td>5</td>
<td>Air Cooled Condensing Unit - Carrier Corporation Gemini Split System</td>
<td>38AUZA12A0A5A0A0C0</td>
<td>3313C92039</td>
<td>99MS0605BA27010B</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit</th>
<th>Model #</th>
<th>Serial #</th>
<th>Drive #</th>
<th>Motor #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Air Handling Unit</td>
<td>39LA06AA-BR-AGF-AB</td>
<td>3513U33292</td>
<td>39LV10606BA14703</td>
</tr>
<tr>
<td>2</td>
<td>Air Handling Unit</td>
<td>39LA06AA-BR-AHF-AB</td>
<td>3513U33301</td>
<td>39LV10606BA13973</td>
</tr>
<tr>
<td>3</td>
<td>Air Handling Unit</td>
<td>39LA06AA-BD-AGF-AB</td>
<td>3513U33295</td>
<td>39LV10606BA14703</td>
</tr>
<tr>
<td>4</td>
<td>Air Handling Unit</td>
<td>39LA06AA-BD-AGF-AB</td>
<td>3513U33299</td>
<td>39LV10606BA14703</td>
</tr>
<tr>
<td>5</td>
<td>Air Handling Unit</td>
<td>39LA06AA-BK-AGF-AB</td>
<td>3513U33296</td>
<td>39LV10606BA14703</td>
</tr>
</tbody>
</table>
AC & Ventilation System Inspection, Maintenance & Repairs

Method of Procurement: Competitive Sealed Bidding (IFB)

Category: Goods and Services

Release Date: 01/26/2022

Solicitation Number: B22001194

Submittal Due Date & Time: 02/07/2022 04:00 PM

<table>
<thead>
<tr>
<th>Ln Item #</th>
<th>Item Title</th>
<th>UoM</th>
<th>Quantity</th>
<th>Line Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AC &amp; Ventilation System Inspection, Maintenance &amp; Repairs</td>
<td>YEAR</td>
<td>3</td>
<td>Air conditioning and ventilation systems inspection, maintenance and repairs for the Hawaii Community Development Authority American Brewery Building</td>
</tr>
</tbody>
</table>

Line Item Responses:

<table>
<thead>
<tr>
<th>Line Item: 1;</th>
<th>Title: AC &amp; Ventilation System Inspection, Maintenance &amp; Repairs;</th>
<th>UoM: YEAR;</th>
<th>Quantity: 3;</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Vendor Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Honeywell International Inc</td>
<td>$17,175.91</td>
<td>$51,527.73</td>
<td>Our total price for 3 years is $51,527.73 with yearly contract amount of $17,175.91.</td>
</tr>
</tbody>
</table>

Manufacturer Name | Manufacturer ID | Manufacturer Part # | Manufacturer URL |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Vendor Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Narito Sheetmetal &amp; Mechanical Corporation</td>
<td>$22,688.00</td>
<td>$68,064.00</td>
<td>$68,064.00</td>
</tr>
</tbody>
</table>

Manufacturer Name | Manufacturer ID | Manufacturer Part # | Manufacturer URL |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
</tbody>
</table>

Copyright © 2013, State of Hawaii
### Sum of All Line Items by Vendor:

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Ln Item #(#s)</th>
<th>Unit Price Sum</th>
<th>Extended Price Sum</th>
<th>Vendor Compliance in HCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Honeywell International Inc</td>
<td>1</td>
<td>$17,175.91</td>
<td>$51,527.73</td>
<td>yes (02/10/2022 01:00 PM)</td>
</tr>
<tr>
<td>Narito Sheetmetal &amp; Mechanical Corp.</td>
<td>1</td>
<td>$31,088.00</td>
<td>$93,264.00</td>
<td>yes (02/10/2022 01:00 PM)</td>
</tr>
</tbody>
</table>

**Total:**

$22,688.00  
$68,064.00
**Bid Price**

The following bid is hereby submitted to provide Air Conditioning and Ventilation Systems Inspection, Maintenance and Repair Services for the Hawaii Community Development Authority (HCDA) American Brewery Building (ABB)

**INITIAL CONTRACT TERM (36 Months):**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item/Description</th>
<th>A. Unit Bid Price</th>
<th>B. Occurrences per Term</th>
<th>C. Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Monthly Inspection and Service</td>
<td>$857.00</td>
<td>36</td>
<td>$30,852.00</td>
</tr>
<tr>
<td>2.</td>
<td>Bi-Monthly Service</td>
<td>$747.00</td>
<td>18</td>
<td>$13,446.00</td>
</tr>
<tr>
<td>3.</td>
<td>Quarterly Service</td>
<td>$852.00</td>
<td>12</td>
<td>$10,224.00</td>
</tr>
<tr>
<td>4.</td>
<td>Semi-Annual Service</td>
<td>$1,071.00</td>
<td>6</td>
<td>$6,426.00</td>
</tr>
<tr>
<td>5.</td>
<td>Annual Service</td>
<td>$2,372.00</td>
<td>3</td>
<td>$7,116.00</td>
</tr>
</tbody>
</table>

**TOTAL SUM BID PRICE FOR INITIAL CONTRACT TERM (Add Lines 1 Through 5)**

| $ ** 68,064.00 |

Note: Total bid prices shall be inclusive of all costs for labor, equipment, materials, applicable taxes (including the Hawaii General Excise Tax) and any other expenses incurred to provide the services as specified herein.

**This is the amount that should be entered on HIePRO.**
## SUPPLEMENTAL CONTRACT TERM NO. 1 (12 Months):

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item/Description</th>
<th>A. Unit Bid Price</th>
<th>B. Occurrences per Term</th>
<th>C. Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Monthly Inspection and Service</td>
<td>$ 895.00</td>
<td>12</td>
<td>$ 10,740.00</td>
</tr>
<tr>
<td>2.</td>
<td>Bi-Monthly Service</td>
<td>$ 776.00</td>
<td>6</td>
<td>$ 4,656.00</td>
</tr>
<tr>
<td>3.</td>
<td>Quarterly Service</td>
<td>$ 888.00</td>
<td>4</td>
<td>$ 3,552.00</td>
</tr>
<tr>
<td>4.</td>
<td>Semi-Annual Service</td>
<td>$ 1,111.00</td>
<td>2</td>
<td>$ 2,222.00</td>
</tr>
<tr>
<td>5.</td>
<td>Annual Service</td>
<td>$ 2,444.00</td>
<td>1</td>
<td>$ 2,444.00</td>
</tr>
</tbody>
</table>

**TOTAL SUM BID PRICE FOR SUPPLEMENTAL CONTRACT TERM NO. 1**  
(Add Lines 1 Through 5)  
$ 23,614.00
SUPPLEMENTAL CONTRACT TERM NO. 2 BID PRICE:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item/Description</th>
<th>A. Unit Bid Price</th>
<th>B. Occurrences per Term</th>
<th>C. Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Monthly Inspection and Service</td>
<td>$ 908.00</td>
<td>12</td>
<td>$ 10,896.00</td>
</tr>
<tr>
<td>2.</td>
<td>Bi-Monthly Service</td>
<td>$ 786.00</td>
<td>6</td>
<td>$ 4,716.00</td>
</tr>
<tr>
<td>3.</td>
<td>Quarterly Service</td>
<td>$ 901.00</td>
<td>4</td>
<td>$ 3,604.00</td>
</tr>
<tr>
<td>4.</td>
<td>Semi-Annual Service</td>
<td>$ 1,123.00</td>
<td>2</td>
<td>$ 2,246.00</td>
</tr>
<tr>
<td>5.</td>
<td>Annual Service</td>
<td>$ 2,518.00</td>
<td>1</td>
<td>$ 2,518.00</td>
</tr>
</tbody>
</table>

**TOTAL SUM BID PRICE FOR SUPPLEMENTAL CONTRACT TERM NO. 2**

(Add Lines 1 Through 5)

$ 23,980.00

**NOTE:** The allowance for additional services as requested by the HCDA in the amount of $30,000 per year will be added to the TOTAL BID PRICE when the Contract is prepared. DO NOT add this allowance to your bid prices in the tables above.

The HCDA reserves the right to reject any and all Bids.

Bidder: Narito Sheet Metal & Mechanical Corporation

Name of Company