



**NOTICE OF SOLICITATION**

**GS-2025-05**

**GOODS AND SERVICES**

**FOR**

**Service and Maintenance of DOW's Various Air Conditioning Units**

**December 2024**

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## NOTICE OF SOLICITATION

SEALED OFFERS will be received up to and publicly opened at **2:00 p.m.** Hawai'i Standard Time on **Thursday, December 26, 2024**, at the Department of Water Office of the County of Kaua'i ("Department of Water" or "Department"), 4398 Pua Loke Street, Līhu'e, Kaua'i, Hawai'i, for the furnishing and delivery of **GS-2025-05 Service and Maintenance of DOW's Various Air Conditioning Units**, to the Department of Water. All bids shall be submitted via [www.publicpurchase.com](http://www.publicpurchase.com).

Pursuant to §103D-328, Hawai'i Revised Statutes, as amended ("HRS"), the successful Offeror shall be required to submit to the Department a tax clearance from the State of Hawai'i Department of Taxation and the U.S. Internal Revenue Service as a prerequisite to entering into a contract in the amount of \$25,000 or more. The successful Offeror shall also be required to submit, as a prerequisite to entering into a contract of \$25,000 or more, certificates of 1) Compliance, and 2) Good Standing pursuant to Hawai'i Administrative Rules ("HAR") §3-122-112.

Chief Procurement Officer

OFFEROR: \_\_\_\_\_

**OFFER**  
**GOODS AND SERVICES**  
**FOR**  
**GS-2025-05**  
**Service and Maintenance of DOW’s Various Air Conditioning Units**

**TO THE**  
**DEPARTMENT OF WATER**  
**COUNTY OF KAUA‘I**  
**LĪHU‘E, KAUA‘I, HAWAI‘I**

\_\_\_\_\_  
Date

Chief Procurement Officer  
Department of Water  
County of Kaua‘i  
4398 Pua Loke Street  
Līhu‘e, Kaua‘i, Hawai‘i 96766

The undersigned hereby agrees to furnish, deliver and install to the Department of Water, free of any and all liens, claims, and encumbrances whatsoever the following: **GS-2025-05 Service and Maintenance of DOW’s Various Air Conditioning Units** complete as specified herein, for the offer amount set forth below, all in strict compliance with the Offer, Scope of Work and Award, Specifications, Special Provisions, and General Terms and Conditions, all of which the Offeror understands and agrees are attached hereto and by reference made a part of this solicitation:

**ITEM NO. 1**

Furnish a Monthly Maintenance and Service Contract for Air Conditioning Unit(s), serving the Department of Water locations listed below, Equipment Schedule Items, in place complete as specified hereinafter:

BUILDING	Monthly Price	Total Price (12-months)
<b>Old Office</b> Equipment Schedule Items A-1 through A-2 inclusive	\$	\$
<b>Microbiology Building</b> Equipment Schedule Items B-1 through B-6 inclusive	\$	\$
<b>Operations Building</b> Equipment Schedule Items C-1 through C-7 inclusive	\$	\$
<b>New Office Building</b> Equipment Schedule Items D-1 through D-39 inclusive	\$	\$
<b>TOTAL ITEM NO. 1</b>		<b>\$</b>

**ITEM NO. 2**

Furnish Semi-Annual Service (in addition to the monthly service required above) for Air Conditioning Unit(s), servicing the Department of Water locations listed below, Equipment Schedule Items, in place complete as specified hereafter:

BUILDING	Semi-Annual Unit Price	Total Price (x 2)
<b>Old Office</b> Equipment Schedule Items A-1 through A-2 inclusive	\$	\$



<b>Microbiology Building</b> Equipment Schedule Items B-1 through B-6 inclusive	\$	\$
<b>Operations Building</b> Equipment Schedule Items C-1 through C-7 inclusive	\$	\$
<b>New Office Building</b> Equipment Schedule Items D-1 through D-39 inclusive	\$	\$
<b>TOTAL ITEM NO. 2</b>		<b>\$</b>

**ITEM NO. 3**

Furnish Semi-Annual Service for Refrigerated Water Fountain(s), servicing the Department of Water locations listed below, Equipment Schedule Items, in place complete as specified hereafter:

BUILDING	Semi-Annual Unit Price	Total Price (x 2)
<b>Microbiology Building</b> Equipment Schedule Items B-7	\$	\$
<b>Operations Building</b> Equipment Schedule Items C-8 and C-9	\$	\$
<b>New Office Building</b> Equipment Schedule Items D-40 and D-41	\$	\$
<b>TOTAL ITEM NO. 3</b>		<b>\$</b>

**ITEM NO. 4**

Furnish Semi-Annual Service for Ice Machine(s) and Ice Storage Unit(s), servicing the Department of Water locations listed below, Equipment Schedule Items, in place complete as specified hereafter:

BUILDING	Semi-Annual Unit Price	Total Price (x 2)
<b>Microbiology Building</b> (Ice Machine) Equipment Schedule Items B-8	\$	\$
<b>Operations Building</b> (Ice Machine) Equipment Schedule Items C-10	\$	\$
<b>Microbiology Building</b> (Ice Storage Unit) Equipment Schedule Items B-9	\$	\$
<b>Operations Building</b> (Ice Storage Unit) Equipment Schedule Items C-11		
<b>TOTAL ITEM NO. 4</b>		<b>\$</b>

**ITEM NO. 5**

Furnish Annual Service (in addition to the monthly and semi-annual services required above) for Air Conditioning Unit(s), servicing the Department of Water locations below, Equipment Schedule Items, in place complete as specified hereafter:

BUILDING	Annual Unit Price	Total Price (12-months)
<b>Old Office</b> Equipment Schedule Items A-1 through A-2 inclusive	\$	\$
<b>Microbiology Building</b> Equipment Schedule Items B-1 through B-6 inclusive	\$	\$
<b>Operations Building</b> Equipment Schedule Items C-1 through C-7 inclusive	\$	\$
<b>New Office Building</b> Equipment Schedule Items D-1 through D-39 inclusive	\$	\$
<b>TOTAL ITEM NO. 5</b>		<b>\$</b>

**ITEM NO. 6**

Furnish Annual Service (in addition to the monthly and semi-annual services required above) for Refrigerated Water Fountain(s), servicing the Department of Water locations below, Equipment Schedule Items, in place complete as specified hereafter:

BUILDING	Annual Unit Price	Total Price (12-months)
<b>Microbiology Building</b> Equipment Schedule Items B-7	\$	\$
<b>Operations Building</b> Equipment Schedule Items C-8 and C-9	\$	\$
<b>New Office Building</b> Equipment Schedule Items D-40 and D-41	\$	\$
<b>TOTAL ITEM NO. 6</b>		<b>\$</b>

**ITEM NO. 7**

Bid Allowance: Furnish as needed emergency repair services for all work not covered in Items 1 through 6: **\$ 5,000.00**

**OFFER TOTAL (ITEMS 1 THROUGH 7): \$ \_\_\_\_\_ \***

**\*Price shall include all taxes, freight, delivery and installation at the Department Baseyard, Līhu‘e, Kaua‘i, Hawai‘i**

Offerors must bid on **all line items**. Failure to bid on all items will result in rejection of your offer. Award shall be made on the Total Sum Offer or broken down per Offer Item if there are multiple offerors and it is in the best interest of the Department to award multiple contracts in order to acquire the best and lowest pricing.

All extensions must be made by considering the quantities and unit prices as factors and all extensions and summations should be arithmetically correct; however, mistakes in an Offeror’s Offer shall be governed by HAR §3-122-31. In case of an error in extension of the UNIT PRICE bid, the unit price bid shall govern.

Offerors also understand and agree that should a total amount be stated for any item, but no UNIT PRICE be stated, the UNIT PRICE shall be the amount arrived at by dividing the total amount stated by the quantity of units described.

Offerors also understand and agree that the quantities shown in the Offer are for purposes of comparing offers on a uniform basis only. As such, the **Department may increase or decrease the quantity of any item and enter into a contract based on the Department’s actual requirements**. Should the quantity of any item be increased or decreased, the contract shall be entered into based on the unit prices bid and under the same terms and conditions specified herein. Further, should the quantity of any item be changed and a contract entered into based on the Department’s actual requirements, any loss of anticipated profit or any expenses incurred by the Offeror as a result of submitting an Offer shall not constitute grounds for equitable adjustment of any payment. The Offeror waives and releases the Department from any claim for anticipated profit or loss should the quantities actually contracted for differ from those described in this Offer section.

**In submitting this Offer, the Offeror also understands, agrees, and acknowledges as follows:**

1. That items specified herein are being furnished for the exclusive use of the Department;
2. That the Offer price includes any and all costs, fees, and expenses (including, without limitation, delivery charges), and all applicable federal, state, and local



taxes which apply to the described materials, or the furnishing, sale, or purchase thereof, whether assessed against, chargeable to, or payable to the Department of Water or the Board of Water Supply, or the Offeror;

3. That the Offeror will hold its Offer price(s) for **NINETY (90) CALENDAR DAYS** after the Offer submittal deadline;
  - a. This ninety day period replaces the offer price period of the General Terms 3.2.
4. That the Chief Procurement Officer reserves the right to reject any or all offers in whole or in part and waive any defects if such a rejection or waiver will be in the Department’s best interest and is consistent with HRS Chapters HRS 103 & 103D and their implementing administrative rules, and the Charter of the County of Kaua‘i, 1984, as amended;
5. That the Offeror declares that it has thoroughly studied, examined, and understood all of the terms and conditions of this solicitation and that the Offer submitted is made without collusion on the part of any person, firm, or corporation, and that no official or employee of the government is directly or indirectly interested in the Offer or in the supplies or work to which it relates or in any portion of the profits thereof;
6. That the Offeror certifies:
  - a. That this Offer does not pose a conflict with the Kaua‘i County Code of Ethics, as referenced in Sec. 2.16 of the General Terms; and
  - b. That this Offer is submitted with the knowledge that a “Certificate of non-collusion” as referenced in Sec. 2.5 of the General Terms, is required if competing subsidiaries or jointly owned companies submit offers;
7. That a price adjustment or preference, where applicable, will be applied for Hawai‘i Products List Items (3%, 5%, 10%); Printing, Binding and Stationery Work (15%); Reciprocal preferences; Recycled Products (5%); Software Development business (10%); and out-of-state vendors and Tax Exempt entities (4.167%, 0.5%);
8. That the Offeror, upon award of contract, shall comply with all laws governing entities doing business in the State of Hawai‘i, including HRS Chapters 237, 383, 386, 392, and 393, and shall:
  - a. Be incorporated or organized under the laws of the State of Hawai‘i; or
  - b. Be registered to do business in the State of Hawai‘i as a separate branch or division that is capable of fully performing under the contract.

The Offeror shall produce documents to the procuring officer to demonstrate compliance with this Paragraph 8. Any Offeror making a false affirmation or certification under this Paragraph 8 shall be suspended from further offerings or awards pursuant to HRS §103D-702. (HRS §103D-310); and

9. That the Offeror has received and hereby accepts the following Addendum or Addenda and that the information provided therein is accounted for in this Offer.

<u>Addendum No.</u>	<u>Date:</u>
_____	_____
_____	_____
_____	_____
_____	_____

**EVIDENCE OF THE UNDERSIGNED OFFEROR HAVING THE AUTHORITY TO  
SUBMIT THIS OFFER AND TO ENTER A CONTRACT IS HEREWITH FURNISHED.**

Respectfully submitted,

\_\_\_\_\_  
NAME OF OFFEROR (VENDOR)

\_\_\_\_\_  
PRINT/TYPE NAME & TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE



**OFFERORS ARE REQUIRED TO COMPLETE THE FOLLOWING INFORMATION FOR EVALUATION AND CONTRACT PURPOSES.**

**PLEASE DO NOT DETACH THIS SOLICITATION FROM THE SPECIFICATIONS. FILL IN ALL BLANK SPACES WITH INFORMATION REQUIRED OR YOUR OFFER MAY BE REJECTED.**

\_\_\_\_\_  
Name of Offeror (Vendor)

\_\_\_\_\_  
Address, Zip Code

(\_\_\_\_\_) \_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
State of Hawai'i General Excise Tax License No. (*See* General Terms 3.1(A))

\_\_\_\_\_  
Federal Employer Identification No.

Type of Organization: (Please designate)

- Sole Proprietorship     Partnership  
 Corporation             Joint Venture  
 Other (*please specify*) \_\_\_\_\_

State of Incorporation:     Hawai'i

Other (*please specify*) \_\_\_\_\_

NOTE: If "OTHER," is a corporate seal available in your  
Kaua'i or Honolulu Office?     Yes     No

**ATTACH AND ENCLOSE WITH YOUR OFFER, EVIDENCE OF AUTHORITY TO SIGN:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

**If the Offeror is a CORPORATION,** the legal name of the corporation shall be set forth on the Offer, together with the signature(s) of the Officer(s) authorized to sign on behalf of the corporation and the corporate seal affixed thereto. **Evidence of the authority of the Officer(s) to sign on behalf of the Corporation SHALL be attached to this page and included in the Offer.** Acceptable evidence of authority to sign includes, but is not limited to, a copy of the articles of incorporation, corporate resolution, or corporate by-laws. (See HRS Ch. 415, Hawai'i Business Corporation Act).

**If the Offeror is a LIMITED LIABILITY COMPANY,** the legal name of the company shall be set forth on the Offer, together with the signature(s) of the member of the limited liability company or manager of the manger-managed limited liability company authorized to sign on behalf of the entity. **Evidence of the authority of the Officer(s) authorized to sign on behalf of the company SHALL be attached to this page and included in the Offer.**

**If the Offeror is a PARTNERSHIP,** the legal name of the firm shall be set forth on the Offer, together with the signature(s) of the General Partner(s) authorized to sign on behalf of the partnership. **Evidence of the authority of the General Partner(s) authorized to sign on behalf of the partnership SHALL be attached to this page and included with the Offer.** Acceptable evidence of authority to sign for the partnership includes, but is not limited to, a copy of the partnership registration statement or authorization signed by all of the partners. (See HRS Ch. 425, Partnerships).

**If Offeror is a SOLE PROPRIETORSHIP,** Offeror's signature shall be placed above.

**SCOPE OF WORK AND AWARD  
FOR  
GOODS AND SERVICES  
FOR  
GS-2025-05**

**Service and Maintenance of DOW's Various Air Conditioning Units**

- I. DEFINITIONS.** As used in this Scope of Work and Award and as used elsewhere in this solicitation, the terms shall be defined as stated in the General Terms and Conditions for Goods and Services of the Department of Water, County of Kaua'i, dated August 25, 2010, as amended (herein "General Terms"), attached hereto and incorporated herein.
- II. SCOPE OF WORK.** The Contractor shall furnish, deliver and install the **GS-2025-05 Service and Maintenance of DOW's Various Air Conditioning Units** as specified in this solicitation in strict compliance with the Offer, Scope of Work and Award, Specifications, Special Provisions, and General Terms, all of which the Offeror understands and agrees are attached hereto and by reference made a part of this solicitation and any award. The Contractor shall verify all information contained in the Specifications prior to ordering the equipment.

**A. INSTRUCTIONS TO OFFERORS; OFFER SUBMISSION DOCUMENTS.**

1. Offerors are required to submit as their Offer all of the documents listed in the Table of Contents. The Department has conveniently stapled or bound all of said documents for ease of submission.
2. **OFFERORS ATTENTION IS DIRECTED TO THE OFFER SECTION, WHERE EVIDENCE OF THE AUTHORITY OF THE PERSON(S) SIGNING THE SOLICITATION MUST BE INCLUDED WITH THE OFFER DOCUMENTS. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL BE CAUSE FOR REJECTION OF AN OFFER.**
3. **All bids shall be submitted via [www.publicpurchase.com](http://www.publicpurchase.com)** . Offerors shall sign the Offer form in ink and submit the offer form with the original signature included in the Offer. If submission is via the Department's electronic procurement system, an electronic copy of the original signature is acceptable.
4. Offerors shall designate those portions of their offer that contain trade secrets or other proprietary data that are to remain confidential, subject to HAR §3-122-30(c) and (d); further, the material designated as confidential shall be readily separable from the Offer in order to facilitate public inspection of the non-confidential portions of the Offer.
5. The General Terms are attached hereto and incorporated into this solicitation. Offerors are advised to familiarize themselves with all of its terms and conditions.

**B. PREFERENCES.** The following preferences are applicable when preceded by a checked box. Information and legal and procedural requirements pertaining to all preferences can be found within the General Terms:

- HAWAI'I PRODUCTS PREFERENCE; SCHEDULE B.** Pursuant to HRS 103D-1002, Offers should complete the Certificate of Hawai'i Products Preference for application of this preference. (See: General Terms, 3.1(B); applicable to IFB/CSP)
- PRINTING, BINDING, AND STATIONARY WORK PREFERENCE.** Pursuant to the provisions of Section 103D-1004, HRS and 3-124, HAR, production-related work shall be performed within the State of Hawai'i unless otherwise permitted. Offerors should complete or answer applicable questions

in the solicitation. (See: General Terms, 3.1(C); applicable to IFB)

- RECIPROCAL PREFERENCE. Pursuant to the provisions of Section 103D-1004, HRS and 3-124, HAR, the Manager may impose a reciprocal preference against Offerors from those states which apply preferences. (See: General Terms, 3.1(D); applicable to IFB)
- RECYCLED PRODUCTS PREFERENCE; SCHEDULE E. Pursuant to HRS 103D-1005, Offerors should complete the Certification of Recycled Content form (SCHEDULE E) in this solicitation; answer applicable questions in the Offer or solicitation; and state their prices for recycled and non-recycled products offered for application of this preference. (See: General Terms, 3.1(E); applicable to IFB)
- SOFTWARE DEVELOPMENT BUSINESS PREFERENCE. See General Terms 3.1(F); HRS 103D-1006 and HAR 3-124; applicable to IFB/CSP.
- HAWAI'I EXCISE AND USE TAX PREFERENCE. For evaluation purposes, the Offeror's tax-exempt price shall be increased by the applicable retail rate of general excise tax and the applicable use tax. For competitive sealed bids, the lowest responsive, responsible Offeror, taking into consideration the above increase, shall be awarded the contract, but the contract amount of any contract awarded shall be the amount of the price offered and shall not include the amount of the increase.

See: HAR §3-124-50, et. seq. Any "taxpaying bidder," as defined in HAR §3-124-51, shall qualify for a tax preference by submitting with an offer a current and valid tax clearance certificate issued by the State of Hawai'i Department of Taxation and the U.S. Internal Revenue Service.

- QUALIFIED COMMUNITY REHABILITATION PROGRAMS PREFERENCE. Pursuant to HRS 103D-1009, a five per cent preference shall be given to services to be provided by nonprofit corporations or public agencies operating qualified community rehabilitation programs in conformance with criteria established by the DLIR for all competitive sealed bid and proposal procurements.

Organizations listed in the "Partners in employment program list," also known as the PEP, issued by the State Procurement Office, qualify for a 5% preference. For application of this preference Offeror shall submit with the Offer the "Certificate of Eligibility to Claim a Preference as a Qualified Community Rehabilitation Program" form. (Form available upon request only; See General Terms 3.1(G)).

Any contract awarded pursuant to this preference shall be exempt from the wages provision of HRS 103-55.

Said preference shall be applied by increasing the offer price for non-community rehabilitation program Offerors.

- HRS 103-55, WAGES, HOURS, AND WORKING CONDITIONS OF EMPLOYEES OF CONTRACTORS SUPPLYING SERVICES, SCHEDULE A. Contractors supplying services in excess of \$25,000 shall complete and submit with their Offer a signed statement certifying compliance with HRS §103-55.

- C. STATE OF HAWAI'I TAX REQUIREMENTS. The Offeror's attention is directed to Publication-1 issued by the State of Hawai'i with reference to information on Hawai'i State Taxes administered by the Department of Taxation. Copies of said Publication-1 are on file and may be inspected and/or obtained at the Division of Purchasing, Department of Finance, County of Kaua'i, during regular

business hours of the County.

- D. NON-DISCRIMINATION. The contractor or subcontractor shall not discriminate on the basis of race, religion, color, sex, or national origin in the performance of this contract. Failure to comply with this requirement may be cause for termination of this contract or such other remedy as the Department deems appropriate.
- E. GENERAL RULE FOR APPLICABILITY OF THE TERMS AND CONDITIONS FOR THIS SOLICITATION. The terms and conditions stated in this solicitation shall not apply to any transaction if the provisions conflict with any federal laws or if it shall prevent the Department from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement.
- F. BID BOND OR PERFORMANCE AND PAYMENT BONDS. For this solicitation:
  - 1. Bid bond **is not required** in an amount equal to at least five per cent of the base bid and additive alternates or in an amount required by the terms of the federal funding, when required.
  - 2. Performance bond **is not required** in an amount not to exceed fifty per cent of the amount of the contract price, when required.
  - 3. Payment bond **is not required** in an amount not to exceed fifty per cent of the amount of the contract price, when required.

### III. METHOD OF AWARD.

- A. Offerors must bid on all items unless solicitation is specified “AND/OR” if there is more than one item, and Offeror must meet the minimum specifications of this solicitation.
- B. LOWEST RESPONSIBLE OFFEROR. Award will be made to the **responsible, responsive** Offeror whose Offer is either:
  - 1. The lowest responsive, responsible Offeror(s) who submits the lowest TOTAL BID FOR EACH ITEM in the Offer section of this solicitation; or
  - 2. The Offeror who submits the overall lowest responsive offer for all items as a total.Whichever is deemed by the Procurement Officer to be in the best interest of the Department.
- C. In the event that the low Offeror is the same for more than one item, a single contract will be made for all the items, where applicable.
- D. Additionally, General Terms 3.2 shall apply to any award, as amended herein.
- E. The Department reserves the right to increase, decrease, or modify the quantity of the any item and enter into a contract in accordance with available funds. Should the quantity of any item be increased, the contract shall be entered into at the same unit price(s) in the offer and under the same terms and conditions specified herein. Further, should the quantity of any item be changed and a contract is entered into according to available funds, any loss of anticipated profit or any expenses incurred by the Offeror as a result of submitting an offer shall not constitute grounds for equitable adjustment of any payment.

### IV. OFFEROR’S RESPONSIBILITY; SUCCESSFUL OFFEROR.

- A. Offeror is advised that if awarded a contract of \$25,000 or more under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of HAR §3-122-112. The successful offeror is advised that it shall, prior to award of the contract, furnish proof of compliance with the requirements of **HAR**

**§3-122-112:**

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. One of the following:
    - a) Be registered and incorporated or organized under the laws of the State (herein a "Hawai'i business"); or
    - b) Be registered to do business in the State. (herein a "compliant non-Hawai'i business").
- B. To comply with these requirements, the successful offeror shall produce the following documents to the Department of Water to demonstrate compliance with this section.
1. HRS Chapter 237 tax clearance requirement for award and final payment. Instructions are as follows:
    - a) Pursuant to HRS §103D-328, the successful offeror shall be required to submit a tax clearance certificate issued by the Hawai'i State Department of Taxation ("DOTAX") and the U.S. Internal Revenue Service ("IRS"). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date it is received by the Department of Water.
    - b) The tax clearance certificate shall be obtained on the State of Hawai'i, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawai'i or the DOTAX website, and by mail or fax:  
  
DOTAX Website: <http://www.state.hi.us/tax/alphalist.html#a>  
DOTAX Forms by Fax/Mail: (808) 587-7572 or 1-800-222-7572
    - c) Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:  
DOTAX: (808) 587-1488      IRS: (808) 539-1573
    - d) The application for the clearance is the responsibility of the offeror, and must be submitted directly to the DOTAX or IRS and not to the Department of Water.
    - e) **Contractor is also required to submit a tax clearance certificate for final payment on the contract.** A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.
  2. HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:
    - a) Pursuant to H.R.S. §103D-310(c), the successful offeror shall be required to submit an approved certificate of compliance issued by the Hawai'i State Department of Labor and Industrial Relations ("DLIR"). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Department of Water.
    - b) The certificate of compliance shall be obtained on the State of Hawai'i, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at

[www.dlir.state.hi.us/LIR#27](http://www.dlir.state.hi.us/LIR#27), or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the Department of Water.

- c) The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the Department of Water.

C. REQUIREMENT FOR AWARD. To be eligible for award, the offeror must comply as follows:

1. Hawai'i Business. A business entity referred to as a "Hawai'i business" is registered and incorporated or organized under the laws of the State of Hawai'i. As evidence of compliance, offeror shall submit a *CERTIFICATE OF GOOD STANDING* issued by the State of Hawai'i Department of Commerce and Consumer Affairs Business Registration Division ("BREG"). A Hawai'i business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. An offeror's status as sole proprietor or other business entity and its business street address indicated on the OFFER form will be used to confirm that the offeror is a Hawai'i business.
2. Compliant Non-Hawai'i Business. A business entity referred to as a "compliant non-Hawai'i business" is not incorporated or organized under the laws of the State of Hawai'i but is registered to do business in the State of Hawai'i. As evidence of compliance, offeror shall submit a *CERTIFICATE OF GOOD STANDING*.
  - a) To obtain a *CERTIFICATE OF GOOD STANDING* go online to [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com) and follow the prompt instructions. To register or to obtain a "Certificate of Good Standing" by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). The "Certificate of Good Standing" is valid for six months from date of issue and must be valid on the date it is received by the Department of Water.
  - b) Offerors are advised that there are costs associated with registering and obtaining a "Certificate of Good Standing" from the DCCA.

D. TIMELY SUBMISSION OF ALL CERTIFICATES. All certificates should be applied for and submitted to the Department of Water as soon as possible after the Department provides the written Notice of Award. **If valid certificates are not submitted on a timely basis after the Department so notifies the successful offeror, the successful offeror's Offer shall be disqualified and any prospective award (even though the successful offeror's offer is otherwise responsive and responsible) shall be cancelled without any liability whatsoever to the Department of Water.** The Department, and not the successful offeror, shall determine whether all necessary certificates have been timely submitted.

E. AWARD TO SUBSEQUENT OFFEROR. If the Department cancels **any** prospective award for failure to submit all required certificates, the Department reserves the right to make an award to the next-lowest, responsive, responsible Offeror who is able to submit all of the required certificates.

F. FINAL PAYMENT REQUIREMENTS. An original "Certification of Compliance for Final Payment" (SPO Form-22), will be required for final payment and is attached hereto.

## V. DELIVERY, INSPECTION, AND ACCEPTANCE.

A. ASSEMBLED DELIVERIES. The goods specified herein shall be delivered to the Department completely assembled.

- B. PRE-DELIVERY INSPECTION. The Contractor may request in writing that the Department perform a pre-delivery inspection on the equipment at the Department's shop facilities. In the event the pre-delivery inspection is not conducted within three (3) working days from receipt of the written request, the Contractor shall immediately notify the Chief Procurement Officer.
- C. DELIVERY. The Contractor shall be responsible to contact the Department for delivery appointment and arrangement and; further shall physically deliver the goods to the destination as specified herein. In the event the Contractor is unable to comply with these provisions for reasons beyond its control, the Contractor shall immediately notify the Chief Procurement Officer.
- D. A delivery receipt shall be supplied by the Contractor, showing the description of the goods, date, time and place of delivery. The receipt shall be properly executed by the Contractor and the Department at the time of delivery. The Contractor shall submit a copy of the delivery receipt to the Department within three (3) working days thereof.
- E. ACCEPTANCE; REJECTION. The Department shall notify the Contractor, in writing, within ten (10) working days after delivery if the goods have been accepted or rejected. In the event the goods are rejected, the Department shall furnish written details of the deficiencies.

**VI. WARRANTIES, TECHNICAL MANUALS, AND ADVICE.**

- A. WARRANTIES AND CERTIFICATION. All materials shall be warranted against factory defects. The warranty on the goods shall be the standard manufacturer's warranty against factory defects. The contractor shall also submit those certifications described in the Specifications section of this solicitation.
- B. TECHNICAL MANUALS. Contractor shall furnish a copy of all applicable technical and operational manuals related to the goods.
- C. ADVICE. The Offeror shall, without cost to the Department, provide all technical advice such as, but not limited to goods usage, service, repairs, and identification of replacement of parts.

**VII. DELIVERY TIME REQUIREMENTS.** The Contractor shall deliver the goods specified in this solicitation within **THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS**, or sooner, as stated in the Written Notice to Proceed.

**VIII. DELIVERY LOCATION.** The goods shall be delivered to:

County of Kaua'i, Department of Water  
 Ryan Smith  
 4398 Pua Loke Street  
 Līhu'e, HI 96766

**CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT**  
(Required by HAR §3-122-112)

**Reference:** \_\_\_\_\_  
(Contract Number) (IFB/RFP Number)

\_\_\_\_\_ affirms it is in  
(Company Name)  
compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker’s Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a “Certificate of Good Standing” from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, \_\_\_\_\_  
(Company Name)  
acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SPO Form – 22 (11/03)





**SPECIFICATIONS**

**Service and Maintenance of DOW’s Various Air Conditioning Units**

**THE MINIMUM SPECIFICATIONS SHALL NOT BE LESS THAN:**

QUESTIONNAIRE

- 1. Contractor’s License No.: \_\_\_\_\_ License Type: C-\_\_\_\_\_
- 2. Number of years your firm has been providing maintenance and service on air conditioning systems: \_\_\_\_\_years
- 3. List past/present customers, which your firm has provided maintenance and service for in Hawai‘i, on same or similar types of equipment included herein;

_____	_____
Name	Address

_____	_____
Name	Address

- 4. List name, classification, certification number, and number of years certified, of the technician(s) to be assigned to proposed job:

_____	_____	_____
Name	Classification	Certification # and Years

_____	_____	_____
Name	Classification	Certification # and Years

- 5. The technician’s straight time hourly wage rate of pay used in calculating the labor portion of your bid amount?

Technician Grade: \_\_\_\_\_ Rate:\$ \_\_\_\_\_

Percentage of total bid price, (including overhead & profit) attributed to labor?  
\_\_\_\_\_

*Questions No. 5 shall be completed for information purposes, and may be used to justify any price increase request, which may be allowed per the provisions contained herein. If questions are not answered, request for price increase may be rejected.*

**COMPLETE ALL QUESTIONS, OR BID MAY BE REJECTED**



## SCOPE OF WORK AND AWARD

I. **DEFINITIONS.** As used in this Scope of Work and Award and as used elsewhere in this solicitation, the terms shall be defined as stated in the General Terms and Conditions for Goods and Services of the Department of Water, County of Kaua‘i, dated August 25, 2010, as amended (herein “General Terms”), attached hereto and incorporated herein.

II. **SCOPE OF WORK**

The services proposed consist of furnishing and paying for all labor, equipment, tools, transportation, materials, supplies and other incidentals to perform all operations in connection with providing the required SERVICE AND MAINTENANCE OF DOW’S VARIOUS AIR CONDITIONING UNITS, County of Kaua‘i, Līhu‘e, Kaua‘i, Hawai‘i, per the technical specifications contained herein.

III. **METHOD OF AWARD**

Award shall be made to the responsible bidder submitting the lowest TOTAL BID (FOR THE CONTRACT TERM OF 12 MONTHS), (ITEMS NO. 1 THROUGH 7 INCLUSIVE), as specified in the Offer, and whose bid complies in all respects with the requirements herein. **BIDDER MUST BID ON ALL ITEMS, TO BE CONSIDERED FOR AWARD.**

The Department reserves the right to do a deductive change order for Items 1, 2, and 5 once the Old Building is demolished or as soon as the Manager’s Office, HR Office, and Computer Server Room are vacated and relocated.

Pursuant to HRS 103D-305 and HAR Chapter 3-122, Subchapter 8, responsible bidder is required to utilize the Hawai‘i Compliance Express (HCE) to obtain proof of compliance of tax, registration, and labor requirements prior to the issuance of an award. Offerors shall register for HCE to allow for needed proof of compliance prior to the issuance of award.

IV. **TERM OF CONTRACT OR DELIVERY TIME REQUIREMENTS**

The contract period shall begin on the first of the month following the complete contract execution by all parties, and the issuance of the official notice to proceed, and end after 12 months of approved service, unless otherwise mutually agreed upon by the parties hereto, and subject to the continued availability of funding for each subsequent fiscal year. Further, by mutual agreement between the parties hereto, the contract may be extended on a month-to-month, or term basis, not to exceed a contract term total of thirty-six (36) months (first 12 months, plus 2<sup>nd</sup> and 3<sup>rd</sup> 12-month period). Any extension to the contract is subject to the availability of funds, and will be at the same contract price, plus any approved price increases per the provisions stated herein, and under the same terms and conditions as specified herein. Any extension shall be accomplished by issuance of a letter by the Department and acceptance of the extension shall be by appropriate endorsement of said letter by the Contractor.

In all cases, it is agreed that the contract shall be subject to termination in the event the Board of Water Supply fails to appropriate funds for the upcoming fiscal year, beginning July 1st of each year. In the event the contract is terminated because of the lack of appropriated funds, no breach of contract shall be deemed to have occurred by that fact alone, but shall be considered as a normal termination of the contract.

V. **QUALIFICATIONS OF BIDDER**

A. The bidder must be qualified by possession of the appropriate contractor’s license, C-52, past job experiences, and appropriate licensed workers, for the work called for in the contract. This will be demonstrated in part by information provided on the attached QUESTIONNAIRE, with regards to experience, herein. All bidders must have at least five (5) years of experience with providing air condition and ventilation maintenance and service, two (2) of which shall have been on the type of or similar equipment specified, prior to the bid opening date. Further, the technician assigned to handle the proposed work shall possess the required certifications and licenses as required by the State of Hawai‘i.

The Chief Procurement Officer reserves the right to investigate the experiences and records of each bidder, and to require additional information from each bidder. The Chief Procurement Officer shall be the sole judge of facts as to the experience and reliability of the bidder. Falsification of experience information is considered to be a serious breach in the proposal requirements.

- B. That the Offeror is and will remain in compliance with the provisions of Chapter 103-55, H.R.S. relating to Wages, Hours, and Working Conditions of Employees of Contractors Supplying Services, if applicable.

## VI. **PRICE ADJUSTMENT ON EXTENSIONS**

Request for contract price increase may be approved, effective July 1st of an approved extended period, provided that such adjustment meets the following:

1. Seventy percent (70%) of the labor portion of the price may be increased, at the Offeror's request, provided the hourly rate paid the service technician, originally assigned to the job, and scheduled to perform the next years' service, has increased in the preceding term. The increase shall be limited to the percentage increase in hourly rate used in calculating the labor portion of the original bid, as identified in the QUESTIONAIRE.
2. Any request for price increase must be received, in writing, by the Chief Procurement Officer, at least three (3) months prior to the scheduled expiration of the original period. Failure to submit such request for price increase by said time may be grounds for rejection and/or delay of any request for price adjustment.
3. It shall be the Offeror's responsibility to supply adequate documentation justifying all requests for price increases. Such documentation shall include copies of the Offeror's certified payroll affidavits.

## VII. **PRE-BID INSPECTIONS**

Each bidder should visit the site of the proposed work and fully acquaint themselves with the existing conditions relating to the maintenance services, and should fully inform himself as to the facilities involved, the difficulties and/or restrictions which may arise with the performance of the work involved with the contract. The Offeror, by execution of the contract shall in no way be relieved of any obligation due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the existing conditions there. The Department will be justified in rejecting any claim based on facts with regards to the aforementioned inspections.

Pre-bid site inspections shall be by appointment only, between 8:00 A.M. to 2:00 P.M. Appointments must be arranged at least 24 hours in advance, with the Department of Water, County of Kaua'i. Contact persons shall be:

Ryan Smith  
Department of Water  
4398 Pua Loke Street  
Līhu'e, HI 96766  
Phone No. (808) 245-5436  
Email: [rsmith@kauaiwater.org](mailto:rsmith@kauaiwater.org)

## VIII. **INSURANCE REQUIREMENTS**

Contractor shall procure and maintain, on primary basis and at its sole expense, at all times during the life of the Contract insurance coverages, limits, including endorsements as described in Exhibit B, incorporated herein, against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work by the Contractor or the Contractor's agents, representatives, employees, or subcontractors. The requirements contained herein, as well as the Board's review or acceptance of insurance maintained by the Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor.

To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions, and coverage(s) of Insurance Service Office (ISO) policies, forms, and endorsements.

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## MINIMUM SPECIFICATIONS

1. **General:** The Contractor shall provide and pay for all labor, materials, equipment and parts to maintain, service, and repair as required per the specifications, the various complete air conditioning equipment and related appurtenances, on a monthly, semi-annual or annual basis as specified, so as to insure the proper operation and function of the systems.
2. **Duties of the Contractor:** The various complete air conditioning systems covered by this contract shall be maintained in a satisfactory and safe operating condition in accordance with the requirements of these specifications, the manufacturer's original specifications, and/or Federal, State, or County regulations, whichever is more stringent. The Department reserves the right to have tests performed by the Contractor when deemed advisable to ascertain that the requirements of these conditions are being fulfilled.

It is the intent of this Contract to provide a full service contract, including general and emergency service calls, as well as minor and major repairs for the air conditioning equipment located at the Department of Water. Bid Items 1 to 7 (inclusive) shall include all equipment, labor and material costs for the regular maintenance work described in the Technical Specifications contained herein. Bid Item 7 is an allowance item for work not covered in Bid Items 1 through 7. The costs for Bid Item 7 shall be the cost negotiated between the Contractor and the Department of Water.

The work shall be performed on all air conditioning and related equipment, per the equipment schedule contained herein. The Contractor shall be responsible to locate and verify the condition of the equipment at each site. The Department shall not be responsible for any errors or omissions of equipment, equipment condition, type of equipment, and/or models of equipment to be serviced and maintained. It shall be the Contractor's responsibility to verify each equipment, and base his bid on the actual equipment at each site.

All monthly services shall be performed within five (5) working days of the same day of the month at which the initial service was performed under this contract, unless otherwise approved by the Officer-in-Charge (Chief, Operations Division). Further, all scheduled semi-annual, and/or annual services shall be in addition to services performed on a monthly basis, and shall be scheduled at the same time as when the monthly services are being performed. The semi-annual service (date) shall be made 6 months after the start of the contract period. The annual service (date) shall be 12 months after the start of the contract period.

3. **Hours of Work:** The Contractor shall perform all normal maintenance and service work under this Agreement, including unlimited call-back service, during regular working hours of the Department of Water, County of Kaua'i, 7:45 AM to 4:30 PM. Emergency adjustment and replacement of minor parts and emergency call back shall be available seven days a week, 24-hours a day.

Emergency calls made during the hours of 6:00 AM to 6:00 PM shall be responded to by certified technicians, within two (2) hours of the time of the call. For all other emergency calls for service, a response time of four (4) hours is required. Failure on the Contractor's part to respond to emergency calls as indicated, shall subject the Contractor to the provisions herein, with respect to liquidated damages.

Emergency contact persons, minimum of two (2), along with their 24-hour telephone numbers, shall be provided the Department, prior to final acceptance of the contract, and commencement of services.

4. The Contractor shall keep service reports and a separate log recording all maintenance calls to the project at his office. A copy of approved log is included on page 11 of these specifications. Log shall include at least the following information:
  - a. Name of person making service call.
  - b. Date of service call.
  - c. Time in and out from the project.
  - d. Nature of call; if emergency who contacted Contractor.
  - e. Description of service, or copy of maintenance log.

5. **Check-in Requirements:** Prior to performing scheduled maintenance work, the Contractor shall notify the Officer-in-Charge at least 24 hours prior to such work. Removal of air-conditioning equipment from service shall be coordinated with, and approved by, the Officer-in-Charge.

When requesting emergency work on the air conditioning units, the Department shall designate a contact person for the service technician to contact and meet at the site. All work shall be coordinated with the Department contact person.

6. **Compliance with Laws:** In the performance of this contract, the Contractor agrees to abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed.
7. **Department's Responsibility:** The Department shall be responsible for all repairs/replacements necessitated by reason of cause other than normal wear and tear. Such cases would include, but not be limited to, fire, explosion, theft, floods, earthquake, vandalism, misuse, abuse, malicious mischief, or unauthorized repairs by others.
8. **Monthly Maintenance & Service Report:** The Contractor shall provide the Department with a monthly maintenance and service report within two (2) weeks of the completed contracted scheduled work, and additionally after all call-out work. No payment for services shall be made until submittal and approval of such reports, on a form similar to that contained herein.
9. **Payment:** Payments will be authorized by the Chief Procurement Officer after completion of performance or delivery and acceptance by the officer-in-charge of all materials, goods, and services stipulated in the contract or purchase order. Payments will be made as soon thereafter as the regular course of business will allow; provided, however, that payments shall be made no later than thirty (30) calendar days following receipt of the statement for goods received and services completed. Final payment will not be made, in any event, without a tax clearance from the State of Hawai'i Director of Taxation and the U.S. Internal Revenue Service certifying that all taxes levied or accrued under State statutes against the Contractor have been paid and if applicable, the written consent to the surety on the Contractor's bond.

Where applicable, the bidder must comply with State of Hawai'i Department of Taxation Publication - 1 requirements, which obligate the Contractor to comply in all respect with publication provisions regarding "Information on Hawai'i State Taxes administered by the Department of Taxation."

The Contractor shall be compensated for his services on a monthly basis, for all satisfactory services rendered for the previous month. Prior to the Department making monthly payments, the Contractor shall comply with provisions herein, including but not limited to submittal of monthly maintenance and service reports, service logs, and any additional call-out work reports.

10. **Liquidated Damages:** It is mutually understood and agreed by and between the Department and the Contractor that time of response, in the matter of emergency services is essential in this work, due to the nature of the operations at the various sites. In the case of any failure by the Contractor to respond within the time specified, the Contractor agrees that the Department will be damaged thereby, and that the amount of said damages are difficult, if not impossible, to accurately quantify. In light of the foregoing finding, it is hereby agreed that the amount of such damages shall be estimated, agreed upon, liquidated and fixed at the sum of FIFTY DOLLARS (\$50.00), for each and every HOUR, OR FRACTION THEREOF, that exceeds the response time by the Contractor. The Contractor hereby agrees to pay the County as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay.

Additionally, should the Contractor fail to respond to the emergency service call within the time specified, the Department shall have the right to purchase in the open market the corresponding services needed to address the emergency, and to deduct from money due or that may thereafter become due to the Contractor, the actual cost thereof to the Department. In case money due the Contractor is insufficient for said purpose, the Contractor shall pay the

difference upon demand by the Manager. The Department may also utilize all other remedies provided by law.

12. **Rights and Remedies of the Department because of Default:** In the event monthly services performed by the Contractor in performance of the contract or purchase order, fail to conform to the Specifications therein, the Chief Procurement Officer may reject the same. It shall thereupon become the duty of the Contractor to replace or redo all such rejected services, which do not conform to specifications; however, should the Contractor fail, neglect, or refuse to do so within the time provided by the Chief Procurement Officer, the Department shall thereupon have the right to purchase in the open market the corresponding services needed, per the Contract, and to deduct from money due or that may thereafter become due to the Contractor, the difference between the price named in the contract or purchase order, and the actual cost thereof to the Department. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the Chief Procurement Officer. The Department may also utilize all other remedies provided by law. The Chief Procurement Officer further reserves the right to suspend the Contractor from bidding on any or all county solicitation for a period of twelve (12) months.

## TECHNICAL SPECIFICATIONS

### SCHEDULE OF MAINTENANCE SERVICES

#### **A. AIR HANDLING UNITS**

##### MONTHLY

1. Clear and clean all drip pan and all related condensate drain lines. Provide pan tablets or appropriate chemicals to control algae growth. Contractor may be liable for water damage due to clogged drains due to poor maintenance.
2. Change all air filters including automatic filters. Minimum dust spot efficiency (ASHRAE) of 30%, for filter replacements.
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 appropriately cleaned.
4. Lubricate and oil all bearings, and connections of dampers and vane, and check controls to insure proper operation.
5. Treat drain pan with algaecide.
6. Operate equipment to check for proper operation and correct all discrepancies before certifying service report.
7. Check and maintain refrigerant levels.
8. Replace all worn or broken parts as necessary.

##### SEMI-ANNUALLY (6 months after start of Contract period)

1. Adjust alignment of bearings, sheaves, and lubricate fan and motor bearings. Replace worn or noisy bearings.
2. Wash cooling coils and clean all dirt accumulation, using steam cleaner or coil cleaner, as required.
3. Clean all return air grills and exterior surfaces of all related air conditioning equipment. Clean fresh air intake grills and damper.
4. Adjust belt tension with deflection gauge and replace worn belts.

##### ANNUALLY (10 months after start of contract period)

1. Check pressure drop and temperature differential across coils and log readings. Clean strainers, check vents and drains on chill water coils.
2. Replace all fresh intake filter bags, with new bags where applicable.
3. Secure all loose housing, seal leaks and touch-up paint after cleaning all rust.
4. Calibrate pneumatic and/or electric temperature controls.

#### **B. FAN COIL UNITS**

##### MONTHLY

1. Check for leaks, clean and clear drain line to prevent overflow or condensation. Add pan tablets or appropriate chemicals to control algae growth. Contractor may be



liable for water damages from clogged drains, which are not cleaned regularly as specified.

2. Change filters.
3. Lubricate all fan and motor bearings as required.
4. Operate equipment to check for discrepancies and correct deficiencies.
5. Check and adjust belt tension.
6. Replace all worn or broken parts as necessary.

SEMI-ANNUALLY (6 months after start of contract period)

1. Clean all fan wheels and return air grills.
2. Check and adjust belt tension and replace worn belts.
3. Clean cooling coils with compressed air or appropriate cleaning fluid.
4. Clean fresh air intake grille and damper.

ANNUALLY (10 months after start of contract period)

1. Drain pan.
2. Flush condensate drain line.
3. Report on condition of coils.
4. Replace and adjust belts.

**C. TEMPERATURE CONTROLS**

ELECTRIC CONTROLS

SEMI-ANNUALLY (6 months after start of contract period)

1. Check and calibrate all control devices, including valves and actuators.
2. Check operation, lubricate and adjust control dampers.
3. Dust clean all control devices by compressed air or electrical solvent.
4. Replace all worn or broken parts as necessary.

**D. CHILLER, RECIPROCATING COMPRESSOR, AIR-COOLED CONDENSER**

MONTHLY

1. Check for oil, water and refrigerant leaks and repair as needed. Read and record gauge pressure readings.
2. Test run all components and log all operating pressures and temperatures.
3. Lubricate all fan and motor bearings, check and adjust belts.
4. Read and record entering and leaving chilled water temperatures and gauge pressures.

5. Check compressor bearing oil pressure, oil level, and add oil as required.
6. Check refrigerant charge, and recharge as required.
7. Check refrigerant moisture indicator.
8. Check compressor capacity control.
9. Check condition of evaporator tubes.
10. Check automatic and safety controls.
11. Check for undue noise and vibration, and adjust as needed.
12. Provide condenser and chilled water treatment, to assure a corrosion free environment. Submit report and/or analysis of treatment processes. Adjust feed rates as necessary.
13. Check settings of all starting, operating and control electrical contacts.
14. Replace all worn or broken parts as necessary.

*SEMI-ANNUALLY (6 months after start of contract period)*

1. Check and test operation of all control switches, safeties, etc., and record all settings on log.
2. Clean strainers and condenser coil/tubes.
3. Lubricate all fan, motor, and pump bearings as required.
4. Check compressor crankcase oil condition.
5. Clean, prep, and paint all rust spots with rust inhibitor paint.

*ANNUALLY (10 months after start of contract period)*

1. Check and clean or replace all strainers, filters and driers.
2. Drain and refurbish compressor oil in crank case. Change filters, including purge oil separator and purge compressor oil where applicable.
3. Replace refrigerant and drain filters, and all drier cores.
4. Open condenser cover for inspection. Clean inside of condensers and remove all dirt. Provide cleaning with acid wash or approved chemicals as needed, and flush clean after brushing.
5. Check and adjust all purge unit controls to manufacturer's specifications.
6. Pressure test for leaks. Repair as needed.
7. Open purge chamber cover and clean float valve and condensing chamber. Check float valve for free movement and for proper setting of valve plunger. Replace intake and exhaust valves where applicable. Check purge suction line orifice and replace strainer element.
8. Recalibrate all safeties and temperature controls to proper settings.
9. Megger motor and submit report and recommendation to the Officer-in-Charge.

10. Recharge refrigerant to proper levels, and test run chiller.
11. Clean rust from exterior component and touch-up paint as needed.

**E. PACKAGED OR SPLIT AIR CONDITIONING UNITS**

MONTHLY

1. Check and correct for air and refrigerant leakage, unusual noise and vibration, adjust as needed.
2. Check compressor oil level and add as needed.
3. Check and adjust control settings for proper operation.
4. Adjust belt tension and alignment on condenser and evaporator fans.
5. Observe sight glass indicator and if moisture is present, change dryer.
6. Clean and clear drip pan and condensate drain lines. Add algaecide or appropriate chemicals as needed.
7. Change air filters or wash permanent type filters and apply appropriate coating. Replace permanent filters if damaged or excessively worn.
8. Replace all worn or broken parts as necessary.

SEMI-ANNUALLY (6 months after start of contract period)

1. Clean condenser coil and cooling coil surfaces with compressed air, water or cleaning solution.
2. Lubricate fan and motor bearings as necessary.
3. Check the operation of all safety controls by operating controls manually. Adjust as required. Submit report to the Officer-in Charge.
4. Clean return air grill and fresh air intake screen.

ANNUALLY (10 months after start of contract period)

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

**F. CONTROL SWITCHES AND TIME CLOCKS**

MONTHLY

1. Clean contacts, replace as required.
2. Check lead-in wires to see that all connections are tightly secured.
3. Check and adjust time settings as directed.

SEMI-ANNUALLY (6 months after start of contract period)

1. Thoroughly clean out all dust and dirt from inside of housing.

2. Check and tighten loose fasteners and adjust spring tensions as required.
3. Check and operate all release mechanisms to see that they are in proper working order.

#### **G. FRESH AIR INTAKE GRILL**

##### SEMI-ANNUALLY

1. Clean grills with brush, vacuum, or if heavily sooty, clean with an industry standard cleaner.

#### **H. REFRIGERATED WATER FOUNTAINS**

##### SEMI-ANNUALLY (6 months after start of contract period)

1. Check the bubbler valve supply pressure. Make sure that water is being supplied at a sufficient pressure (proper stream height). If necessary, make the necessary adjustments.
2. Clean around the water discharge area (e.g., scale build-up) as well as the strainer screen located in the bubbler valve body.
3. Check the strainer (beehive), ferrule (tailpipe). Make sure that they are clean and that the tailpipe is free from clog.
4. Check and note the condition of the internal connectors, seals, and tubing.
5. Check the voltage to the water fountain and make sure it is in line with the voltage on the data plate. Low, high, or fluctuating voltages can cause inconsistent cooling as well as premature compressor failure.
6. Check and clean the cooling tank (as well as the insulation around the tank) and the coil. Replace the tank insulation if it is damaged or deteriorated to prevent condensation.
7. Refill the refrigerant to the proper level.

##### ANNUALLY (10 months after start of contract period)

1. Check and clean the overall fountain. This includes such parts as the dehumidifier, evaporator, condenser, and any other part that is integral to the operation of the fountain.

#### **I. ICE MACHINE**

##### SEMI-ANNUALLY (6 MONTHS AFTER START OF CONTRACT PERIOD)

1. Repair any existing leaks (water fittings, water lines, water inlet, etc.).
2. If necessary, make adjustments to the various probes (water level, ice thickness, etc.)
3. Clean the condenser fan and condenser air filter of dust, dirt, lint, and grease.
4. Clean the water distribution tube of any sort of build-up.
5. Refill the refrigerant to the proper level.

**J. ICE STORAGE UNIT**

*SEMI-ANNUALLY (6 MONTHS AFTER START OF CONTRACT PERIOD)*

1. Repair any existing leaks (water drain, etc.).
2. Clean and sanitize the ice bin for efficient operation. Use only Manitowoc approved Ice Machine Cleaner (part number 94-0546-3) and Sanitizer (part number 94-0565-3).  
  
\* It is a violation of Federal Law to use these solutions in a manner inconsistent with their labeling.
3. Clean around and beneath the bin. Remove any lime scale or other mineral deposits and remove any algae or slime.
4. Clean the bin drain of any sort of build-up (scale, slime, etc.).
5. Clean the water dump valve of any sort of build-up.

**EQUIPMENT SCHEDULE ITEMS**

DEPARTMENT OF WATER'S **OLD OFFICE** BUILDING

<b>Item No.</b>		<b>Description</b>	<b>Manufacturer</b>	<b>Model No.</b>
A-1	1 EA	Condensing Unit (Computer Room)	Fujitsu	AOU24CL1
				Serial No. 002174
A-2	1 EA	Air Handling Unit (Computer Room)	Fujitsu	

## EQUIPMENT SCHEDULE ITEMS

### DEPARTMENT OF WATER'S MICROBIOLOGY BUILDING

<b>Item No.</b>		<b>Description</b>	<b>Manufacturer</b>	<b>Model No.</b>
B-1	1 EA	Condensing Unit	Carrier	38AUZA07A0A5A0A0A1
B-2	1 EA	Air Handling Unit	Carrier	40RUAA07A2A3-0A1A0
B-3	1 EA	Condensing Unit (2 <sup>nd</sup> Floor)	Carrier	38AUZA12A0A5A0A0A1
B-4	1 EA	Air Handling Unit (2 <sup>nd</sup> Floor)	Carrier	40RUAA12A2A3-0A1A0
B-5	1 EA	Air Handling Unit (Computer Room)	Fujitsu	ASU24RLB
B-6	1 EA	Air Condensing Unit (Computer Room)	Fujitsu	AOU24RLB
B-7	1 EA	Water Fountain	Sunroc Corp.	HCWC8
			Stainless Steel	
B-8	1 EA	Ice Machine	Hoshizaki	KML-250MAH
B-9	1 EA	Ice Bin Storage Unit	Hoshizaki	B-250

## EQUIPMENT SCHEDULE ITEMS

### DEPARTMENT OF WATER'S OPERATIONS BUILDING

<b>Item No.</b>		<b>Description</b>	<b>Manufacturer</b>	<b>Model No.</b>
C-1	1 EA	Condensing Unit (OPS Office)	Trane	4TTR4030L1
C-2	1 EA	Air Handling Unit (OPS Office)	Trane	TAM4A0A30521SDA
C-3	1 EA	Split AC Unit (Outside/Lunch Room)	Mitsubishi	MSY-GE24NA / MUY-GE24NA
C-4	1 EA	Split AC Unit (Outside/Electricians' Room)	Mitsubishi	MS-A09WA / MU-A09WA
C-5	1 EA	Condensing Units (SCADA Room / OPS Office)	Carrier	24AHA436A300 / 38HDC018341
C-6	1 EA	Fan Coil Units (SCADA Room)	Carrier	FX4DNF037
C-7	1 EA	Fan Coil Units (OPS Office)	Carrier	FB4ANF018
C-8	1 EA	Water Fountain	Elkay	EZFSTL8 1F
C-9	1 EA	Water Fountain	Elkay	EZFSTL8 1F
C-10	1 EA	Ice Machine	Manitowoc	IY-0454A-161
C-11	1 EA	Ice Bin Storage Unit	Manitowoc	B-400-115



## EQUIPMENT SCHEDULE ITEMS

### DEPARTMENT OF WATER'S NEW OFFICE BUILDING

Item No.		Description	Manufacturer	Model No.
D-1	1 EA	Fan Coil Units (101 Conference)	Daikin	FXZQ09M7VJU
D-2	1 EA	Fan Coil Units (103 Library)	Daikin	FXZQ07M7VJU
D-3	1 EA	Fan Coil Units (114 Hall)	Daikin	FXZQ07M7VJU
D-4	1 EA	Fan Coil Units (112 CE-VI)	Daikin	FXZQ07M7VJU
D-5	1 EA	Fan Coil Units (113 Chief WR&P)	Daikin	FXZQ07M7VJU
D-6	1 EA	Fan Coil Units (111 WR&P)	Daikin	FXZQ07M7VJU
D-7	1 EA	Fan Coil Units (116 Meeting)	Daikin	FXZQ07M7VJU
D-8	1 EA	Fan Coil Units (120 Eng & Const Mgmt)	Daikin	FXZQ07M7VJU
D-9	1 EA	Fan Coil Units (117 Chief of Engineering)	Daikin	FXZQ07M7VJU
D-10	1 EA	Fan Coil Units (118 CE-VI)	Daikin	FXZQ07M7VJU
D-11	1 EA	Fan Coil Units (119 Const Mgmt Officer)	Daikin	FXZQ07M7VJU
D-12	3 EA	Fan Coil Units (125 Fiscal)	Daikin	FXZQ07M7VJU
D-13	1 EA	Fan Coil Units (125 Fiscal)	Daikin	FXZQ09M7VJU
D-14	1 EA	Fan Coil Units (130 Payroll Acct)	Daikin	FXZQ07M7VJU
D-15	1 EA	Fan Coil Units (128 Mail/Copy)	Daikin	FXAQ07PVJU
D-16	1 EA	Fan Coil Units (127 HR/Safety Officer)	Daikin	FXZQ07M7VJU
D-17	1 EA	Fan Coil Units (126 CFO)	Daikin	FXZQ07M7VJU
D-18	1 EA	Fan Coil Units (209 Wellness)	Daikin	FXZQ07M7VJU
D-19	2 EA	Fan Coil Units (200 Hall)	Daikin	FXZQ07M7VJU
D-20	1 EA	Fan Coil Units (210 Lunchroom)	Daikin	FXZQ07M7VJU
D-21	1 EA	Fan Coil Units (212 Women Lounge)	Daikin	FXZQ07M7VJU
D-22	2 EA	Fan Coil Units (216 Boardroom)	Daikin	FXZQ12M7VJU
D-23	1 EA	Fan Coil Units (206 Legal)	Daikin	FXZQ07M7VJU
D-24	1 EA	Fan Coil Units (208 Board Sec)	Daikin	FXZQ07M7VJU
D-25	1 EA	Fan Coil Units (204 PR Spec)	Daikin	FXZQ07M7VJU
D-26	2 EA	Fan Coil Units (201 Administration)	Daikin	FXZQ09M7VJU
D-27	1 EA	Fan Coil Units (203 Chief Eng'r)	Daikin	FXZQ07M7VJU
D-28	1 EA	Fan Coil Units (202 Deputy Eng'r)	Daikin	FXZQ07M7VJU
D-29	1 EA	Fan Coil Units (122 Telecomm Rm)	Daikin	FXAQ24PVJU
D-30	1 EA	Fan Coil Units (122 Telecom Rm)	Daikin	FXAQ09PVJU
D-31	1 EA	Fan Coil Units (214 IT Server)	Daikin	FXFQ36PVJU
D-32	1 EA	Fan Coil Units (214 IT Server)	Daikin	FXFQ36PVJU
D-33	1 EA	Fan Coil Units (215 IT Workspace)	Daikin	FXZQ09M7VJU
D-34	1 EA	Outside Air Unit (1 <sup>st</sup> Fl OA)	Daikin	FXMQ96MFVJU
D-35	1 EA	Outside Air Unit (2 <sup>nd</sup> Fl OA)	Daikin	FXMQ72MFVJU
D-36	1 EA	Condensing Units (ACCU-1 108 Mech Yard)	Daikin	RXYQ144PBTJ
D-37	1 EA	Condensing Units (ACCU-2 108 Mech Yard)	Daikin	RXYQ96PBTJ
D-38	1 EA	Condensing Units (ACCU-3 108 Mech Yard)	Daikin	RXYQ96PBTJ
D-39	1 EA	Condensing Units (ACCU-4 108 Mech Yard)	Daikin	RXYQ168PBTJ
D-40	1 EA	Water Fountain (1 <sup>st</sup> Floor)	Elkay	VRCTLSC8SC
D-41	1 EA	Water Fountain (2 <sup>nd</sup> Floor)	Elkay	VRCTLSC8SC

SERVICE MAINTENANCE REPORT

DATE: \_\_\_\_\_ SHEET NO. \_\_\_\_\_

1. Name of Facility and Location: \_\_\_\_\_  
\_\_\_\_\_
2. Submitted by: \_\_\_\_\_
3. Date of Service Call: \_\_\_\_\_
4. Name of Person(s) Making Call: \_\_\_\_\_
5. Time In, Time Out at Site: \_\_\_\_\_
6. Person(s) Contacted: \_\_\_\_\_
7. Nature of Service Call – (Routine Maintenance or Emergency – Explain): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Equipment Readings and Maintenance Performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(List all items serviced, identify - 8a, 8b, 8c, ... etc.)

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Date: \_\_\_\_\_ Acknowledgment: \_\_\_\_\_

Department of Water  
County of Kauaʻi

Service Technician: \_\_\_\_\_

## EXHIBIT B INSURANCE REQUIREMENTS

Contractor shall procure and maintain, on a primary basis and at its sole expense, at all times during the life of the contract insurance coverages and limits, including endorsements, described herein against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor or the Contractor's agents, representatives, employees, or subcontractors. The requirements contained herein, as well as the Board's review or acceptance of insurance maintained by the Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor.

To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage(s) of Insurance Service Office (ISO) policies, forms, and endorsements.

### A. General Conditions

**Waiver of Subrogation.** Contractor shall agree by entering into a contract with the Board to provide a Waiver of Subrogation for the Commercial General Liability, Automobile Liability, and Workers Compensation policies. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Subrogation in favor of the Board. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

**Additional Insured.** Contractor shall agree to endorse the **Board of Water Supply, County of Kaua'i as an Additional Insured** with a CG026 Additional Insured – Designated Person or Organization endorsement, a copy of the applicable policy language, or similar endorsement to all required insurance policy(ies), except for Workers Compensation and Professional Liability.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the Board. At the discretion of the Board, the Board may require Contractor to reduce or eliminate any such deductibles or self-insured retentions as respects the Board, or require Contractor to provide a financial guarantee (audited financial statement or bond) satisfactory to the Board guaranteeing payment of any losses and related investigations, claim administration, or defense expenses. Any deductibles or self-insured retentions are the sole responsibility of Contractor and its subcontractor(s) if any. The Board reserves the right to deduct from the final payment to Contractor any unsatisfied deductibles or self-insured retentions which would result in a lien against the project.

When any deductibles or self-insured retention exceeds \$50,000, the Board reserves the right, but not the obligation, to request and review a copy of Contractor's most recent annual report or audited financial statement.

Contractor must declare any exception to the requirements of this provision as a question to the solicitation prior to submission of their offer, and must declare their ability to provide a bond or other satisfactory guarantee in lieu of any deductibles or self-insured retention. The Board will make a determination as to any exception(s) via an addendum to the solicitation prior to final submission of offers.

**Contractor's Responsibility.** The Contractor is responsible for paying any portion of any loss not covered because of the operation of any deductible, co-insurance clause or self-insured retention applicable to the insurance required herein. If the Board is damaged by the failure of the Contractor to maintain insurance as required in this paragraph, then the Contractor shall bear all reasonable costs properly attributable to that failure.

**Primary and Non-contributory.** All policies required of the Contractor will be endorsed as primary and any insurance or self-insurance program maintained by the Board shall be non-contributory.

**Certificate of Insurance.** Concurrent with the execution of the contract, Contractor shall provide the Board a certificate of insurance completed by a duly authorized representative of their insurer certifying that the liability coverage(s) is written on an occurrence form. Immediately upon becoming aware that its insurance will be cancelled, non-renewed, or materially changed, Contractor will notify Board by providing written notice.

The Certificate Holder address shall read:

Board of Water Supply, County of Kaua‘i  
4398 Pua Loke Street  
Līhu‘e, HI 96766  
Attention: Ryan Smith  
Contract No. TBD  
Project Title: GS-2025-05, Maintenance and Service Of DOW’s Various Air Conditioning Units

Concurrent with the execution the contract the Contractor shall furnish the Board with original certificates and endorsements effecting required coverage(s). The Board reserves the right to require complete copies of all required insurance policies, including the policy declarations and endorsements affecting the coverage at any time.

Failure to secure and maintain the required insurance shall be considered as a material breach of the contract. Should the Board be forced to expend funds that would have been covered under the specified insurance, Contractor shall reimburse Board for such funds. In the event the Board determines, in its sole and absolute discretion, that it is necessary to purchase the coverages herein required of the Contractor, and which the Contractor has failed to secure, the Contractor shall reimburse the Board for the expenditure of such funds.

**Right to Revise or Reject.** Board reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work or specifications affecting the applicability of coverage. Additionally, the Board reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

**B. Minimum Insurance Coverage Requirements**

Unless otherwise approved by the Director of Finance, the policy or policies of insurance maintained by the Contractor shall provide the following minimum limit(s) and coverage(s) as specified herein and be placed with an insurance carrier authorized to do business in the State of Hawai‘i and rated A-VII by A.M. Best:

**Commercial General Liability.** The Contractor shall procure and maintain Commercial General Liability, with dedicated required limits, as set forth herein, written on occurrence form providing:

Designated premises basis                      OR                       Per Project basis

(Per Project Basis. The Commercial General Liability policy aggregate limits shall apply to both the general and products/completed operations limits. The term “project basis” should not be construed to mean the Board is requiring the Contractor to purchase a separate project specific general liability and products completed operations policy for the project.)

The coverages shall include the following:

- Premises Operations
- Independent Contractors
- Products and Completed Operations
- Broad Form Property Damage including completed operations

- Blanket Contractual Liability
- Personal Injury
- Employees named as Additional Insured
- Severability of Interest
- Explosion, Collapse and Underground Property Damage

The minimum limits of liability may be satisfied by providing either:

<p><b>Bodily Injury and Property Damage Combined Single Limit:</b></p> <ul style="list-style-type: none"> <li>• \$2,000,000 per occurrence</li> <li>• \$2,000,000 annual aggregate</li> </ul>	<b>OR</b>	<p><b>Personal Injury:</b></p> <ul style="list-style-type: none"> <li>• \$1,000,000 per occurrence</li> <li>• \$2,000,000 annual aggregate</li> </ul> <p style="text-align: center;"><b>AND</b></p> <p><b>Products and Completed Operations:</b></p> <ul style="list-style-type: none"> <li>• \$1,000,000 per occurrence</li> <li>• \$2,000,000 annual aggregate</li> </ul>
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Contractor must provide evidence that the Board is an Additional Insured for Products/Completed Operations coverage for both ongoing operations and after substantial completion of the work. ISO Form CG 20 10 04 13 and ISO Form CG 20 39 12 19, or equivalent forms are required from the Contractor. Coverage provided by a non-equivalent CGL form shall be specifically endorsed providing both the course of construction and products/completed operations. ISO Form CG 20 10 04 13 and ISO Form CG 20 39 12 19, or equivalent forms are required from the Contractor. The Contractor and subcontractor(s), if any, shall provide evidence to the Board on an annual basis the products/completed operation coverage is in effect for **two (2)** years after substantial completion of the project.

**Business Automobile Liability.** The Contractor shall procure and maintain Business Automobile Liability written on occurrence form for all Owned, Non-owned, and Hired automobiles. If the Contractor does not own automobiles, Contractor shall agree to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Automobile Liability. Coverage shall be for automobile contractual liability, uninsured and underinsured motorist coverage, basic no-fault, and personal injury protection, as required by Hawai‘i law with the following limits:

**Bodily Injury**  
 \$1,000,000 per person  
 \$1,000,000 per occurrence

**Property Damage**  
 \$1,000,000 per accident

**Workers’ Compensation and Employer’s Liability.** The Contractor shall procure and maintain at all times during the term of the contract the following insurance liability coverage: Workers’ Compensation, Temporary Disability Insurance (TDI), and similar insurance that is required by the State of Hawai‘i or federal laws. Self-insurance is permitted subject to submission of a copy of the appropriate governmental authorization and qualification by the Contractor and subcontractor(s).

The minimum limits of liability to be maintained are as follows:

**Coverage A: State of Hawai‘i Workers’ Compensation Law:**  
 Statutory Limits

**Coverage B: Employer’s Liability:**

Bodily Injury from each accident	\$1,000,000
Bodily Injury from disease	\$1,000,000
Bodily Injury from disease aggregate	\$1,000,000

- Builder's Risk.** The Contractor shall procure and maintain an Inland Marine Builder's Risk policy providing coverage to protect the interests of the Board, Contractor, sub-contractors, architects, and engineers, including property in transit and property on off-premises, which shall become part of the building, or Project. Coverage shall be written on an **All Risk, Replacement Cost, and Completed Value Form** basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum, unless an agreed amount is otherwise stated between the Board and the Contractor. The policy shall insure all work, labor, and materials furnished by the Contractor and the Contractor's subcontractors against loss occasioned by fire, lighting, windstorm, theft, vandalism, malicious mischief, flood, earthquake, and collapse.

The amount of coverage for the perils of flood and earthquake may be subject to a sub-limit. The sub-limit shall provide coverage of at least 25% of the full replacement cost.

The policy shall also include coverage for debris removal and reasonable compensation for architect's and engineer's services and expenses required as a result of an insured loss. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the Board. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the Board's interest in the building ceases, or the building is accepted or insured by the Board.

The Contractor shall name the Board of Water Supply, County of Kaua'i as a loss payee on the Builder's Risk policy.

- Installation Floater.** The Contractor shall procure and maintain an Installation Floater policy providing coverage to protect the interests of the Board, Contractor, sub-contractor(s), architects, and engineers, including property in transit and property on or off-premises, which shall become part of the project.

Coverage shall be written on an All Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum, unless an agreed amount is otherwise stated between the Board and the Contractor. The policy shall insure all work, labor, and materials furnished by the Contractor and the Contractor's subcontractors against loss occasioned by fire, lighting, windstorm, theft, vandalism, malicious mischief, flood, earthquake, and collapse.

The amount of coverage for the perils of flood and earthquake may be subject to a sub-limit. The sub-limit shall provide coverage of at least 25% of the full replacement cost.

The policy shall also include coverage for debris removal and reasonable compensation for architect's and engineer's services and expenses required as a result of an insured loss. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the Board. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the Board's interest in the building ceases, or the building is accepted or insured by the Board.

The Contractor shall name the Board of Water Supply, County of Kaua'i as a loss payee on the Installation Floater policy.

- Professional Liability (Errors and Omissions).** The Contractor and its subcontractors shall procure and maintain Professional Liability Insurance (Errors and Omissions Insurance) that covers all such activities under the contract. Such insurance shall have these minimum limits and coverage(s):

\$1,000,000 per occurrence  
\$2,000,000 annual aggregate

For policies written on a “Claims-Made” basis, Contractor warrants the retroactive date equals or precedes the effective date of the contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of the contract, Contractor shall agree to purchase Supplement Extended Reporting Period (SERP) with a minimum reporting period not less than **two (2)** years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

- Pollution Legal Liability.** The Contractor shall procure and maintain Pollution Liability or similar Environmental Impairment Liability at a minimum limit not less than:

\$1,000,000 per occurrence  
\$2,000,000 annual aggregate

The policy shall provide coverage for damages against, but not limited to, third-party liability, clean-up, corrective action including assessment, remediation and defense costs.

- Contractor’s Pollution Liability.** Contractor shall procure and maintain pollution liability insurance when the Scope of Work involves removal, abatement, encapsulation or other treatment, disposal or remediation of asbestos or other hazardous materials or an exposure to pollutants or impairment of the environment. The policy shall provide coverage for third party liability, clean-up, and corrective action including assessment remediation and defense costs. The policy may be written on either an occurrence form or claims made. The minimum limits of liability shall be:

\$1,000,000 per occurrence  
\$2,000,000 annual aggregate

- Crime Insurance or Commercial Fidelity Bond.** Contractor shall procure and maintain Commercial Crime Insurance or Fidelity Bond providing Employee Dishonesty on a blanket basis covering all of the Contractor’s employees with a minimum amount of insurance at least equal to the amount of the contract. The policy shall be endorsed to cover “Third-Party Liability” including a third-party beneficiary clause in favor of the Board. The policy shall include a minimum twelve (12) month “Discovery Period” when written on a Loss Sustained basis.

- Property.** The Tenant or Lessee, shall agree to maintain property insurance including flood and windstorm written on a replacement cost basis in an amount not less than 100% of the replacement cost of the building(s) and contents, including betterments and improvements made by the Tenant or Lessee, located on the premises. Contractor shall agree to be fully responsible for any deductible or self-insured retention, and to provide this coverage on primary basis.

**Umbrella or Excess Liability.** Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy with \$1,000,000 per occurrence and \$2,000,000 aggregate. If Contractor is using its Umbrella or Excess Liability Insurance policy to satisfy the minimum requirements, Contractor shall agree to endorse the Board of Water Supply, County of Kaua’i as “Additional Insured” on the Umbrella or Excess Liability policy, or shall confirm in writing that its Umbrella or Excess Liability policy “follows form.”

**END OF EXHIBIT B**

**GENERAL TERMS AND CONDITIONS FOR GOODS AND SERVICES**

(See attached)