REQUEST FOR PROPOSAL No. 2016.001

RFP for Retrofit of Air Conditioning System
for the
FILCOM CENTER

Requested by:
The Filipino Community Center, Inc.
94-428 Mokuola Street, Suite 302
Waipahu, Hawaii 96797-3396
Phone: 808 680 0451
Fax: 808 680 7510
filcom@filcom.org
www.filcom.org
1.0 NOTICE OF REQUEST FOR PROPOSAL

The Filipino Community Center, Inc. ("FilCom Center" or "Subject Facility") is requesting proposals from interested and qualified contractors to retrofit its Air-Conditioning System to a more efficient unit with state of the art controls, capacity to operate under conditions that are financially advantageous to the FilCom Center, and to help reduce the high cost of electricity paid by the FilCom Center.

The procurement procedures of the State of Hawaii are being used in this solicitation as the funds used for this project have been appropriated by the Hawaii State Legislature.

Proposals shall be received no later than 4:30 p.m., HST, March 4, 2016, Friday, in the office of:

The Filipino Community Center, Inc.
94-428 Mokuola Street, Suite 302
Waipahu, Hawaii  96797

Proposals after the deadline will not be considered. Before any prospective Offeror shall be entitled to submit a Proposal, the Offeror must, wherein applicable, comply with the provisions of Section 103-55, HRS, regulating wages and hours and working conditions of employees of contractors supplying services to governmental agencies. Accordingly, an Offeror shall complete the wage certificate for service contracts as provided in the State of Hawaii regulations (Schedule F).

A non-mandatory pre-proposal conference is scheduled for January 30, 2016 at 10:30 a.m. HST, at the FilCom Center. All interested parties are invited and encouraged to attend.

The FilCom Center Executive Director reserves the right to cancel this Request for Proposal and to reject any proposal, in whole or in part, when in the best interest of FilCom.

This Request for Proposal shall be governed by the requirements of HRS, Chapter 103D and the respective Hawaii Administrative Rules. Copies must be obtained from the FilCom Center office or downloaded from its website at www.filcom.org.

[Signature]
Franz D. Juan
Executive Director, FilCom Center
SCHEDULE "F"

WAGE CERTIFICATE
For Service Contracts

To: Executive Director, FilCom Center

Subject: Solicitation No.: 2016.001

Description of Project: RFP for Retrofit of Air Conditioning System for the FilCom Center

(Offeror to complete and submit with bid or proposal)

Pursuant to Section 103-55 Wages, Hours, and Working Conditions of Employees of Contractors Performing Services, H.R.S., I hereby certify that if awarded the contract in excess of $25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to public officers and employees for similar work.

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

Offeror: _____________________________

By: _________________________________

Title: ________________________________

Date: _______________________________
2.0 GENERAL INFORMATION

(General Advisory: HRS 11-205.5 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS. Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

Questions regarding this statute should be directed to:

State of Hawaii
Campaign Spending Commission
235 S. Beretania Street, Room 300
Honolulu, HI 96813

Phone: (808) 586-0285; Fax (808) 586-0288
Webpage: www.hawaii.gov/campaign)

2.1 Project Title: RFP for Retrofit of Air Conditioning System for FilCom Center

2.2 Requesting Organization: FilCom Center

2.2.1 Contact Person: Franz D. Juan

2.3 Authority
This Request for Proposals (RFP) is issued under the provisions of the Hawaii Public Procurement Code, Chapter 103D, Hawaii Revised Statutes. All prospective Offerors are charged with the presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Offeror shall constitute admission of such knowledge.

2.4 Introduction and Project Overview
Increased electrical use and the increased cost of oil have resulted in a dramatic increase in electrical bills for the FilCom Center. The FilCom Center Board of Directors has made it a priority to support the use of energy efficient equipment or systems at its facility. The goal of this project are: to retrofit the existing air conditioning system (at a minimum replace components of the system that are showing signs of deterioration, as listed in Section 3.11.2 b) at the FilCom Center to make it a more energy-efficient system; to replace the refrigerant type (R-22) used by the existing system, as production of this has been banned by EPA; and to improve the control system to a state-of-the-art control system.

Hawaii is the most oil-dependent state in the nation and consumers face electricity costs that are among the highest in the country. Recent effective utility rates for the FilCom Center's electricity, which is generated primarily by diesel and naphtha fuel, hover around 32-34 cents per kWh. The FilCom Center would like to cut its energy consumption at the
same time of being compliant with the EPA, as far as the use of refrigerant type for its air conditioning system.

This request for proposal is issued by the FilCom Center for the purpose of requesting proposals from interested and qualified contractors to retrofit its air conditioning system under conditions that are financially advantageous to FilCom and to help reduce the high cost of electricity paid by FilCom Center to the local utility.

Proposals should be submitted on the basis that the Contractor undertakes to retrofit the entire system. This Request for Proposal is being used to offer Contractors an opportunity to use creativity in proposing to retrofit the FilCom Center's existing air conditioning system and to propose an energy-efficient system to the FilCom Center. Examples of an energy-efficient system may include, but are not limited to:

1) Energy savings realized in the proposed retrofit compared with the existing system; and

2) Any other creative proposals approved and accepted by the FilCom Center.

2.5 Pre-proposal Meeting
An optional pre-proposal meeting and site visitation will be held on January 30, 2016, Saturday, at 10:30 a.m., at the FilCom Center. The purpose of this meeting is to explain the FilCom Center's expectations to Offerors, respond to Offerors’ questions regarding the RFP, scope of work, proposal procedures, and other administrative matters.

2.6 Site Visitations/Plans
Interested Offerors may also visit the Subject Facility by contacting the FilCom Center at (808) 680-0451 for an appointment. It will be the Offeror’s sole responsibility to familiarize themselves with the Subject Facility. The FilCom Center encourages Offerors to participate in the site visit to acquaint themselves with the facility. The FilCom Center's existing air conditioning system is approximately fourteen (14) years old. The plans for the existing air conditioning system in electronic format can be provided upon request or downloaded from the FilCom Center's website.

2.7 Procurement Timetable/Significant Dates
The following is a preliminary schedule of significant dates that the FilCom Center has projected. All times are Hawaii Standard Time (HST).

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP (Legal Notice)</td>
<td>1/23/16</td>
</tr>
<tr>
<td>Pre-proposal Conference</td>
<td>1/30/16</td>
</tr>
<tr>
<td>Deadline for Written Inquiries</td>
<td>2/13/16</td>
</tr>
<tr>
<td>Response to Written Inquiries</td>
<td>2/27/16</td>
</tr>
<tr>
<td>PROPOSAL DUE DATE</td>
<td>3/4/16</td>
</tr>
<tr>
<td>Tentative Award Date</td>
<td>3/19/16</td>
</tr>
<tr>
<td>Completion of System Installation</td>
<td>October 25, 2016</td>
</tr>
</tbody>
</table>
2.8 Definitions

"ADDENDA" means written instruments that modify or interpret the Request for Proposal.

“AMENDMENT” means changes in the request for proposals by written addendum, or a contract modification.

“CONTRACTOR” means an Offeror or proposer that is awarded the PV contract.

“OFFICER-IN-CHARGE” is the Executive Director of the FilCom Center.

“OFFER” means proposal.

"OFFEROR” means any individual, contractors, partnership, firm, corporation, joint venture or other legal entity, submitting directly or through a duly authorized representative or agent, an offer for the services contemplated in the response to this solicitation.

“PRIORITY LISTED OFFEROR” Offerors whose proposals are deemed acceptable and are being asked to provide their best and final offer.

“PROPOSAL” means the executed document submitted by an Offeror in response to a request for proposal.

"PROPOSAL DUE DATE" means receipt of a document at or before 4:30 p.m., on the date specified in the Request for Proposal, as evidenced by the date-time stamp used by the FilCom Center.

"RFP” means Request for Proposal and includes all documents, whether attached or incorporated by reference, utilized for soliciting proposals under the competitive sealed proposal source of selection method.

“SUBJECT FACILITY” refers to The FilCom Center located in 94-428 Mokuola Street, Waipahu, Island of Oahu, State of Hawaii.

2.9 Tax Clearance.

As a prerequisite to contract and as a requirement for final payment, a tax clearance is required from the State of Hawaii, Director of Taxation and the Internal Revenue Service stating that all tax returns due have been filed, and all taxes, interest, penalties levied or accrued under the provisions of Title 14 that are administered by the Department of Taxation and under the Internal Revenue Code against the Contractor have been paid, together with the contract signed by the bidder to FilCom. (HRS 103D-328, as amended).

The tax clearance 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 FilCom.
2.10 Proof of Compliance and Good Standing Certificates.
As a prerequisite to contract, in addition to the Tax Clearance referred to in the preceding paragraph, a Certificate of Compliance is required from the State Department of Labor and Industrial Relations, and a Certificate of Good Standing is required from the State Department of Commerce and Consumer Affairs.

Further, in addition to the tax clearance for final payment referred to in the preceding paragraph, a Certification of Compliance from the contractor is also required for final payment. (See Attachment 6, Schedule G-1, Contractor's Certification of Compliance)

Note: This provision may not apply if there is no final payment to the Contractor in the negotiated contract.

2.11 Proposal and/or Performance and Payment Security (HAR 3-122-223 & 224).
The Offeror to whom the contract is awarded shall file as a guarantee for the full and faithful performance of the project and also for the prompt payment to all others for all labor and materials furnished in the prosecution of the work, good and sufficient contract performance and payment bonds, each in the amount of ONE HUNDRED PERCENT (100%) of the total project cost. The contractor shall deliver the performance and payment bonds to the FilCom Center within thirty (30) calendar days of the date when the FilCom formally issued the Notice to Proceed. Acceptable contract performance and payment bonds shall be limited to the following:

a) Surety bond underwritten by a company licensed to issue bonds in this State; or
b) Legal Tender; or
c) A certificate of deposit; share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to "The Filipino Community Center, Inc." by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

1. These instruments may be utilized only to a maximum of $500,000.

2. If the required security or bond amount totals over, more than one instrument not exceeding $100,000 each and issued by different financial institutions shall be acceptable.

2.12 Current Cost or Pricing Data Certification Requirements (HAR 3-122-125).
Where offers exceed $100,000, the Offerors shall complete and submit with their proposals, the certificate of current cost or pricing data.

Most recent form may be found at http://www2.hawaii.gov/StateFormsFiles/form13%2Epdf.

2.13 Preferences (HAR 3-124) THIS SECTION IS NOT APPLICABLE.
TAXPAYER PREFERENCE (HAWAII EXCISE AND USE TAX PREFERENCE). For evaluation purposes, the bidder’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 bidder, 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 HRS 103D-1008 and HAR 3-124-52; applicable to IFB. Any "taxpaying bidder" shall qualify for the Tax preference by submitting with his bid, a current and valid tax clearance certificate issued by the State Department of Taxation and the Internal Revenue Service.

2.14 Modifications or Changes Affecting the Proposer, or the Proposal Content or Representations after the Deadline for Submission of Proposals. Any actions or modifications which are caused by, but is not limited to, forces of nature, changes in law, rules, regulations, or economic conditions or situations that affect the Proposer, either directly or indirectly, and which are cause for or affect the content or representation(s) made in the Proposal submitted may be reason for the Proposal to be rejected.

2.15 Document Distribution List for Addendum, etc. Prospective persons or entities interested in responding to this Request for Proposal shall be responsible for notifying the FilCom Center to place their respective name, address, and phone/fax number in the Request for Proposal file for purposes of receiving any addendum or communications regarding the project. This process is normally completed upon application for the Request for Proposal document. However, it should be noted that Request for Proposal documents have been distributed to persons not listed on the document distribution list. In those cases, persons not on the document distribution list will not receive, if issued, an addendum or clarification memorandum, which may be cause for their proposal to be rejected as unacceptable.

2.16 Special Provisions and General Terms and Conditions The Special Provisions and General Terms and Conditions that are attached to this Request for Proposal shall be considered an integral part of this Request for Proposal and the subsequent contract.

3.0 INSTRUCTIONS TO PROPOSERS

3.1 Submittal Format/Binder Package your proposals in 3-ring binder format (binder not more than 1-1/2 inches preferred), one original and five (5) copies. All proposals shall be printed on one side of an 8.5 x 11 inch paper. All pages shall be numbered and include a table of contents. Identify major sections of the proposals with “tabs.” Failure to follow directions and to provide requested information in the requested format may cause a proposal to be rejected or result in a low evaluation score. Unnecessarily elaborate or bulky proposals are discouraged. The FilCom Center prefers that proposals be not more than 30 pages, with
any supporting information added as appendices and identified by “tabs.” The FilCom Center prefers proposals which are complete and thorough, but which are also concise and limited to relevant material. A digital copy of your original proposal shall be provided on a USB drive and labeled accordingly. Do not email or fax your proposal.

3.2 Extension of Time for Acceptance of Offer
The Executive Director may request Offerors to extend the time during which the FilCom Center may accept their offers. The reasons for requesting such extension shall be documented.

3.3 Content of Proposals
The intent of this section is to standardize the proposals to allow for ease of evaluation. It is not an attempt to limit the content of the proposals. The Offeror may include any additional data or information that is deemed pertinent to the Request for Proposal. The proposal should be prepared simply and economically, providing a clear and concise response to the requirements herein.

Offerors are encouraged to describe those characteristics and services that make the organization unique and best-suited for selection.

When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described herein and any supplemental tasks the Offeror has identified as necessary to successfully implement the proposal plan. Proposal may be accepted and a contract awarded on the basis of the initial offers received. A presentation and/or Best and Final Offer may not be requested or required, if it is determined by the evaluation committee that a selection may be made on the initial proposals submitted.

3.3.1 Letter of Transmittal
A transmittal letter shall be attached to the proposals. The transmittal letter shall be in standard business format, signed by an individual authorized to legally bind the Offeror, and shall include:

a) A statement naming the Offeror and stating the type of entity for the Offeror and any joint Offeror or subcontractor (i.e., corporation, limited liability company, partnership, sole proprietor, etc.);

b) A statement identifying the person(s) and title of the person(s) authorized to sign all legal documents on behalf of the Offeror;

c) A statement that the Offeror and any joint Offeror or subcontractor are or will be registered to do business in Hawaii and will obtain a State of Hawaii General Excise Tax License, and that evidence of any such registration and General Excise Tax License shall be provided prior to award;
d) A statement acknowledging that the Offeror has read and understood the requirements of the RFP and related documents and that all addenda (state number of addenda received) to this Request for Proposal have been received by the Offeror. If no addenda have been received, a statement to that effect should be included;

e) A statement that the Offeror's proposal shall remain valid for sixty (60) calendar days after the proposal due date or the deadline for submission of best and final offers, whichever is later, and when applicable. During said period, withdrawal of proposals will not be allowed, unless permitted by law.

3.3.2 Nondisclosure
An Offeror responding to a request for proposal shall request in writing nondisclosure of designated trade secrets or other proprietary data to be kept confidential. *Such data shall accompany the proposal and shall be readily separable from the proposal and labeled CONFIDENTIAL in order to facilitate eventual public inspection of the non-confidential portion of the proposal.*

3.3.3 Project Team and Qualifications
Provide a description of Offeror's qualifications, including:

a) Resumes of principals, and key personnel assigned to this Request for Proposal.

b) Organizational chart showing the responsibilities of key personnel. Provide a complete description of the project team, firm, organization and subcontractors proposed for this project and their specific roles in the project.

c) Describe the Offeror’s management plan for this project, including the lines of authority, lines of communication, management structure, and communication interface with the FilCom Center.

d) Name the team member who will be the lead negotiator and will sign all agreements with the FilCom Center.

e) Provide contact information for all team members.

3.3.4. Narrative Discussion of the Technical Plan, Strategies, and Methodologies
Offerors are encouraged to offer creative alternatives. See Scope of Work and Evaluation Criteria below for the specific topics that should be discussed in the narrative.

3.3.5. Services To Be Provided/Savings to FilCom
Provide a narrative discussion of services to be provided by the Offeror, either
directly or indirectly through affiliated offices and/or otherwise. See Scope of
Work and Evaluation Criteria below.

Particular attention should be given to those services and special expertise
that are unique to your organization.

Project Schedule. Provide a project schedule of key milestones that include, at a
minimum: site preparation; permitting; system installation; commissioning; and
final date of formal operations. The FilCom Center desires an operational
retrofitted air conditioning system by October 25, 2016.

Provide a description of the implementation plan upon award of contract and a
discussion of any limitations on meeting the operational date; any penalties for not
meeting the operational date; and any penalties and/or mitigate remedies associated
with failure to meet any guaranteed energy savings.

Offerors shall provide detailed breakdown of the total project cost; projected
energy savings from their proposed retrofit; and a description of how those
estimates were made. The proposal shall also provide a discussion of the proposed
methodology to calculate project savings and benefits to the FilCom Center, as well
as, the life cycle cost analysis of the retrofitted/modified system. Any assumptions
or cost figures used must be explained in sufficient detail to justify the cost
savings.

Offerors shall also provide a discussion on non-performance or under-performance
of the retrofitted system and how the FilCom Center will be guaranteed a continued
level of net financial benefits that will justify this project’s cost savings.

References. Proposals shall include at least three (3) recent (within the past five
years) references for similar projects/programs. The information shall include the
references’ contact name, title, address, phone numbers and e-mail address. The
Offeror understands that by providing contact information for each reference, the
Offeror grants permission for FilCom Center personnel to contact these references.

Exceptions. Offeror shall state and discuss all exceptions taken to the contents or
any requirements of this Request for Proposal document.

3.4 Written Inquiries
All questions and request for clarifications regarding this solicitation shall be in writing,
received no later than February 13, 2016 for submission of written inquiries, and mailed or
faxed to:

The Filipino Community Center, Inc.
94-428 Mokuola Street, Suite 302
Waipahu, Hawaii 96797
3.5  **Addenda**
Addenda shall be issued in writing and shall be sent to prospective Offerors who requested a Request for Proposal Document and whose names and addresses are shown on the register of proposals maintained by the FilCom Center. Addenda issued for best and final offers shall be sent to Priority Listed Offerors only.

3.6  **Submission of Proposals**
1) Place of Submission of Proposals. A Notice of the Request for Proposal will be publicized in the FilCom website, [http://www.filcom.org](http://www.filcom.org). FilCom has the option to also publish the notice in a newspaper of general circulation. Proposals shall be delivered to the following address on or before the due date specified in the Notice:

   The Filipino Community Center, Inc.
   94-428 Mokuola Street, Suite 302
   Waipahu, Hawaii 96797

2) Proposals shall not be submitted by telephone or by use of a facsimile transmission, telex, telegraph or other forms of electronic communication. Any such proposals shall be rejected.

3.7  **Proposal Submittal Package**
Proposals shall be submitted in a sealed envelope. An original and five (5) copies are required. The original shall be clearly marked "ORIGINAL" and shall be signed in ink by a person with authority to commit the Offeror. Evidence of the signor's authority to sign (corporate resolution, partnership agreement, articles of organization, operating agreement, etc.) the Proposal is required and must be submitted with the Proposal document. The proposal shall:

   a) Be submitted in a sealed envelope, clearly marked with the title of the Proposal and the Proposal Document Number.

   b) Indicate the name, address, telephone and fax number of the Offeror.

Trade secrets or other proprietary data that the Offeror does not want to be subject to public inspection shall be submitted at the sole risk of the bidder and without any liability to the FilCom Center; be readily separable from the proposal; and be accompanied with a written request for nondisclosure of designated confidential information. Disclosure or nondisclosure by the FilCom Center of confidential material shall be governed by HRS, Chapter 92F. Confidential data is normally restricted to...
financial information concerning the Offeror's organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act (57-3A-1 to 57-3A-7, NMSA 1978). The price of products offered or the cost of services proposed may not be designated as confidential information.

3.8 No Reimbursement
Proposals prepared in response to this RFP shall be prepared at the sole cost and expense of the Proposer. The FilCom Center shall not provide any reimbursement for the cost of developing or presenting proposals in response to this request for proposal. All Proposals shall become the property of the FilCom Center upon submission.

3.9 Multiple or Alternate Proposals
Multiple or alternate proposals shall not be accepted. Each Offeror shall submit one primary offer.

3.10 Proposal Due Date and Opening
Proposals are due by the date, time, and at the location designated in the Notice. Proposals received earlier will be time-stamped and dated, and held unopened. Envelopes that are not time-stamped or which are time-stamped after the specified proposal due date and time shall be rejected and shall be returned to the Offeror unopened.

The time imprinted by the time stamp machine at FilCom Center shall be considered the “official time” the proposal was received.

Proposals shall not be opened publicly, but shall be opened in the presence of the RFP evaluation committee. The contract file shall be available for public inspection after posting of an award, except for those portions of the proposal for which an Offeror has made a written request for confidentiality. The contract file shall include, but is not limited to the following:

1. The register of proposals prepared pursuant to HAR 3-122-51;
2. A listing of all vendors to whom copies of the Request for Proposal were distributed;
3. Name of successful Offeror and dollar amount of offer;
4. The basis on which the award was made, including names of the persons conducting the evaluation;
5. A copy of the Request for Proposal;
6. A copy of the successful Offeror’s proposal;
7. A copy of all unsuccessful Offerors’ proposals; and
8. A copy of the executed contract resulting from the Request for Proposal.

3.11 Scope of Work
3.11.1 General Requirements. The FilCom Center invites interested Offerors to submit proposals to provide a retrofit, replacement and modifications to its existing air conditioning system and state-of-the-art control system. The FilCom seeks conditions that are financially advantageous to FilCom and helps to reduce the high
cost of electricity paid by the FilCom Center to the local utility. One Contractor will be selected through this competitive sealed proposal procurement process and a contract will be negotiated and executed, based on the following scope of work.

3.11.2 Mechanical Drawings. Once a Contractor has been selected via the RFP process, the Contractor, at a minimum shall prepare detailed mechanical drawings of the proposed retrofit/modifications or replacement for the FilCom Center's evaluation committee's review and approval. Attachment "A" is the air conditioning system design of the existing air conditioning system which can be used as a reference for the mechanical drawings.

The mechanical drawings to be prepared by the selected Contractor shall enable the Contractor to provide the FilCom Center with a proposed air conditioning system retrofit, replacement and modifications to its existing system. The resulting air-conditioning system should be an energy-efficient air conditioning system with a state-of-the-art control system and include at a minimum, but not be restricted to, the following:

a) Engineering drawings showing the site plan and detailed plans of all structures and the retrofitted air conditioning system. All major replacement components must be new and not previously used in any other applications.

b) Technical Requirements:
   - Provide new Air Cooled Chiller to replace the existing one as identified in the attached Equipment Schedule as CH-1. The reasons for replacing the existing Air Cooled Chiller are: due to signs of deteriorations; the refrigerant used (R-22), the manufacturing of which has been banned by EPA (recommended new refrigerant to be used is R-410A); and the age (14 years old);
   - Provide new Air-Cooled Condensing Units (ACCU), a total of three (3) to replace the existing ACCUs as identified in the attached Equipment Schedule as ACCU 2-1, ACCU 2-2, and ACCU 3-1. The reasons for replacing the existing ACCUs are: due to signs of deteriorations; the refrigerant used (R-22), the manufacturing of which has been banned by EPA; and the age (14 years old);
   - Retrofit/modify existing Air Handling Units (AHU), a total of three (3) as identified in the attached Equipment Schedule as AHU 3-1, AHU 2-1 and AHU 2-2. Replace Direct-Expansion (DX) cooling coil, thermal expansion valve (due to the new and different refrigerant that will be used, as well as, drain pan and blower assembly). Also note that refrigerant pipes will need to be analyzed to determine if the current sizes for the suction and liquid lines will work with the new refrigerant (a complete analysis on this particular issue and the corresponding solution should clearly be demonstrated in the proposal);
   - Provide special corrosion coating for the coil and cabinet of the outdoor units (Luvata Insitu on the condenser coils and PSX-700 coated cabinet with minimum three years coating warranty;
• Provide new Air Separator (AS), new Expansion Tank (ET) and two new Chilled Water Pumps (CHWP) to replace the following as identified in the attached Equipment Schedule as: AS-1, ET-1, and CHWP-1 and CHWP-2.

• The existing system is York System, contact Kevin Ishikawa (phone: 848-2051) of ACS Supply Corp. for more information about the existing system. Offerors may submit other manufacturers as alternate but will be responsible for alternate brand fit and performance with the existing units. The alternate equipment supplier will also be required to include a letter guaranteeing fit, compatibility and performance in conjunction with the retrofit of the existing York Units. Equipment submittals shall include detailed evaporator/condensing units cross plots to verify matched equipment capacity performance;

• The existing air conditioning system is using the simplest types of air handling system, Constant Air Volume (CAV). To improve the energy efficiency of the system, replacing the CAV with Variable Air Volume (VAV) is highly desirable when applicable.

• For the control system, provide a Building Management System (BMS) that shall use an open architecture and fully support a multivendor environment and utilize BACnet Standard MS/TP Bus Protocol ASHRAE SSPC-135. The system shall be designed for use on the Internet or intranets using off the shelf, Industry standard equipment. All mechanical equipment in the retrofitted air conditioning system shall be controlled by the BMS system. The sequence of operation of the equipment shall be primarily occupied/unoccupied driven, however, every reasonable opportunity shall be taken to incorporate energy saving functionality. The control system shall include a central user interface work station as well as capabilities to be accessed remotely. The user interface shall provide a single display of all activity related to a specific piece of equipment including user changes, discarded changes, pending alarms, discarded alarms and acknowledged alarms. The exact same user interface shall be accessible remotely from any type of personal computer or mobile device running any type of operating system (i.e., Android, Windows, etc.) and any Industry standard web browser (Internet Explorer/Google chrome/Safari). The interface shall not rely on the custom generated proprietary applications;

• Balance of system components and life cycle cost analysis of the whole system;

• Operational and maintenance requirements, including personnel and hours.

c) Contractor’s local point of contact and response times for emergency and non-emergency repairs.

d) For any other energy measures proposed in addition to the retrofit/modifications or replacement as discussed above, Contractor shall provide economic justification, engineering design and drawings and operational and maintenance requirements.
3.11.3 Acquire and Install Improvements. Acquire and install the retrofit and improvements identified in the mechanical drawings and approved by the FilCom Center. All permits and approvals required for the project are the responsibility of the Contractor. The system shall comply with the applicable and relevant Federal, State and Local Building Codes. Contractor will be responsible to have current licenses and all permits to do the work indicated and must provide these licenses and permits before a Notice to Proceed is issued. The Contractor shall be responsible for any and all taxes or fees involved in constructing this project.

3.11.4 Commissioning and Acceptance Test for the Retrofit Air Conditioning System. During the start-up, the FilCom Center and/or its independent engineer shall observe and verify system performance. Required commissioning and acceptance testing include:

- Starting up the retrofitted air conditioning system until it achieves the performance requirements;
- Conducting the performance testing over a consecutive twenty-four (24) hour period; and
- Conducting the successful performance of the retrofitted system at the specified performance level within thirty (30) days following completion of the system.

3.11.5 Financial Benefits to FilCom Center. Provide financial benefits to the FilCom Center to reduce or offset electrical costs at the property. The Contractor shall base any financial benefits discussion on October 2016 effective rates and base calculations on Schedule “P” – Large Power (Secondary) and may also consider demand reduction savings, if applicable, in presenting the overall savings calculations to the FilCom Center.

3.11.6 Commitment for Equipment. The proposal must include a letter from suppliers demonstrating equipment commitments matching the existing system.

3.11.7 Integrator Relationship. The proposal may list at least one subcontractor that the awarded Contractor has arrangements with to perform the installation. Provide information describing the subcontractor’s ability to perform installations at this scale and on a time-frame consistent with October 25, 2016 completion.

SCHEDULE “P” – LARGE POWER (Secondary)
(Demand greater than 100 kW – metered on secondary side of meter)

Customer charge (per customer per month): $___________
Demand charge per kW of monthly demand: $___________
Energy charge (added to demand charge):
  • First 400 kWh of billing demand ($0.27632–effective rate 3/1/13).
  • All over 400 kWh per kW of billing demand ($0.25677 – effective rate 3/1/13).
3.11.8 Warranties and Guarantees. The FilCom Center requires new and efficient equipment and requests that the Contractor provide proof of applicable warranties. Any mounting system that requires penetration of the existing roof/building shall require a minimum 40-year roof and building penetration warranty per a licensed roofing contractor. Offerors shall provide at least three (3) years of service/maintenance and three (3) years warranty on the retrofitted air conditioning system and workmanship including labor and materials; additional years of maintenance and warranty that the Offerors will propose will be a plus factor in the evaluation of proposals and shall clearly describe warranties for their equipment.

3.11.9 Contracts Negotiated Between Parties. A contract will be negotiated between the parties and approved by the Executive Director of the FilCom Center as part of this solicitation.

3.11.10 Compliance with Applicable Laws. The Contractor (and any subcontractors) selected must comply with all applicable laws, regulations and rules of the Federal, State and City governments including the provisions of Chapter 104 of the Hawaii Revised Statutes relating to wages and hours of employees on public works projects, which in any manner affect the contract and all performance thereof.

3.12 Minimum Qualifications
An Offeror who is interested in responding to this RFP must meet the following minimum qualifications to be considered for an award. Joint ventures or combination of firms responding to this RFP will be evaluated with respect to their combined qualifications.

a) Offerors must have all licenses and certifications to do business in Hawaii, including but not necessarily limited to a mechanical contractor license.

b) Offerors shall have a minimum of five (5) years of experience in designing, upgrading and installing commercial air conditioning systems of comparable size.

c) Offerors shall have principally completed at least five (5) separate commercial air conditioning system installations that include the combined output value of the installations being not less than two hundred (200) tons.

3.13 Minimum Requirements
The following are the minimum requirements that all proposals must address and contain in order to be considered for an award:

- Proposed mechanical drawings showing how the retrofit, replacement and modifications to existing air conditioning system will be accomplished, as discussed in Section 3.11.2 b) - Technical Requirements, will be accomplished;
• Financial benefits to lower the cost of electricity to the FilCom Center with the lowest level of risk;
• Ability to provide performance and payment bonds during construction; and
• Liability insurance for the contract period and for any additional extensions.

3.14 Price Requirements
Offerors must substantiate all detailed pricing calculations of their proposal to the satisfaction of the FilCom Center.

3.15 Selection, Award, and Non-selected Offerors

3.15.1 Procedures. Offerors will submit conceptual proposals in accordance with the instructions herein. Proposals will be reviewed and evaluated according to the evaluation procedures and criteria more specifically described below. Proposals will be categorized as acceptable, potentially acceptable, or unacceptable.

Unacceptable proposals shall be rejected. Acceptable and potentially acceptable proposals shall be eligible for the Priority List.

Proposals may be accepted on evaluation without discussion and an award may be made to the responsible Offeror whose proposal is determined in writing to provide the FilCom Center with the best value taking into consideration price and the evaluation factors set forth herein.

If there are numerous proposals on the Priority List, the evaluation committee may rank the proposals and limit the priority list to a minimum of the highest three (3) proposals.

Discussions may be conducted only with Offerors on the Priority List, Acceptable and Potentially Acceptable Proposals, and shall be held to:

1. Promote understanding of the requirements herein and the Offeror's proposal; and

2. Facilitate arriving at a contract that will provide the best value to the FilCom Center, taking into consideration the evaluation criteria set forth in this Request for Proposals.

Addenda may be issued to clarify or modify the Request for Proposals and shall be distributed only to Priority List Offerors.

Should best and final offers be deemed necessary, the Executive Director shall establish a date and time for the Priority List Offerors to submit their best and final offers. Offerors who do not submit a Notice of Withdrawal or respond to a call for best and final offers shall have their initial proposal considered for final evaluation.
An evaluation will be conducted for award of a contract wherein applicable and appropriate; either after the initial proposals are received or after receipt of best and final offers.

**3.15.2 Award.** Award shall be made in writing to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the FilCom Center taking into consideration price and the evaluation criteria specified in the RFP. The RFP file shall be open for public inspection, except for confidential information contained therein, after award of a contract and posting by the FilCom Center.

The award shall be subject to the provisions of HRS 103D-328 relating to Tax Clearances, and HRS 103D-310(c) and HAR 3-122-112 both relating to Responsibility of Offers. (See Attached Schedule G and G-1)

**3.15.3 Evaluation Criteria.** Evaluations shall not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, handicap, or political affiliation of the Offeror or members of his/her team.

An evaluation panel shall review and evaluate all proposals timely received. The criteria to be used to evaluate each proposal shall consist but not limited to the following:

A. **TECHNICAL CAPABILITY AND APPROACH FOR MEETING PERFORMANCE REQUIREMENTS (35 points max.)**

The Offeror shall describe their proposed project approach. The proposal shall include at a minimum the following:

1) The proposed mechanical drawings for the retrofit, component replacement and modifications of the air conditioning system. Describe the main features of the system design that the Contractor proposes to implement. Give the rationale for the selection of the main design aspects of the retrofitted/modified air conditioning system, as well as, its life cycle cost analysis, including their mounting, wiring, and the major balance-of-system components. Show the proposed siting and footprint requirements for the retrofitted system. Discuss relevant financial benefits and energy savings to lower the cost of electricity to FilCom Center with the lowest level of risk. Pertinent environmental or permitting issues shall be addressed. All required permits and approvals shall be the responsibility of the Contractor. The preliminary design may be subject to change, but should indicate the Contractor’s best estimate; and

2) Discuss the proposed project schedule and installation/construction plan to ensure timely completion of the retrofitted system and minimal disruption of normal FilCom Center operations. Describe your plan to ensure effective communications with
appropriate FilCom Center personnel during construction and the subsequent period of system operation. Describe the hours of work and how construction will be coordinated to minimize disturbance to FilCom Center employees, tenants and the public.

**Proposed Schedule:** Provide a schedule of the major steps in the development of the project. Include at least the following milestones: (a) completion of the preliminary System Design; (b) completion of the detailed System Design and pre-construction activities; (c) completion of construction; (d) completion of system testing/fine tuning; and e) project acceptance.

This project will require a local representative to service and maintain the equipment and to respond to any trouble calls for at minimum of three (3) years; more years that the Offerors will proposed will be a plus factor in the evaluation of proposals. Offerors shall provide local contact information with qualification information and the time frame (e.g. within 24 hours) in which calls for service will be addressed.

3) Offerors shall submit a minimum of three recent (within past five years) client references, including client name, title, address, contact name, current telephone number and current e-mail address. The information noted in the Past Project Experience can be used as references with the proper contact information as specified. Offerors understand that providing the contact information gives the FilCom Center permission to contact these references directly.

4) Offerors shall clearly describe the equipment used and related warranties (for at least three years; more years that the Offerors will proposed will be a plus factor in the evaluation of proposals) and provide documentation from equipment vendors. FilCom Center expects the equipment and hardware to be new and energy-efficient.

5) Any other information that demonstrates Offeror’s abilities in planning, designing, installing and operating a commercial air conditioning system of similar size.

B **PROJECT ORGANIZATION, STAFFING AND EXPERIENCE (30 points max.)**

This section shall include the Offeror and each subcontractor (include maintenance and service contractor also); the background of the company; its size and resources; details of specific experience; financial statements; and a list of other current or related projects. This section shall also include:

1) The project organization chart, showing the chain of authority and responsibility of Offeror’s project personnel. Names of project personnel shall be provided, including the local servicing company for the system;

2) A description of key personnel, indicating their major areas of responsibility and location, with proposed estimates of the hours to be provided by each individual. Describe the firm and individuals who will be responsible for baseline cost development,
system engineering design, construction management, commissioning and financing;

3) Resumes of each key person, which highlight experience on specific projects that are similar to this project. This section shall describe the qualifications of project team members and their experience designing, constructing, and maintaining commercial air conditioning system in Hawaii and the United States;

4) Availability of adequate staff and resources to complete the project on schedule and to provide required operation and maintenance services on Oahu, over the term of the contract;

5) If subcontractors are used, the information required for the Offeror must also be provided for the subcontractor;

6) Past Project Experience. Proposals shall include a brief description of past commercial air conditioning projects/programs that are similar in nature to that which will result from this RFP. See Minimum Qualifications. The description for each project/program should include:

- Project name;
- Location;
- Project size (total cost and project capacity in tons);
- Project type – turnkey, lease, etc.;
- Year completed;
- Name of project manager;
- Name of client with contact information;
- Brief physical description of the project (equipment manufacturers, etc.); and
- A brief description of any specific challenges that were overcome.

7) Litigation. Indicate whether the proposer or any other team member or any officers or principals have been party to any lawsuits involving the performance of any equipment installed or energy services provided, including environmental litigation, and provide a summary of the issues and status of the lawsuits.

C. OVERALL BENEFITS TO FILCOM (35 points max.)

1) Provide detailed breakdown of the total project cost and projected net annual financial benefits to FilCom Center due to the new retrofitted/modified and more energy-efficient air conditioning system. Contractor shall use the current effective rate structure, Schedule P to discuss rate savings, if applicable. This section should also discuss proposed system size in comparison to the minimal load requirements of the Subject Facility. This discussion should include both positive and negative (if any) potential impacts to this project.

The scoring for the overall financial benefits to the FilCom will be based on:
Price Score: 35 points x Annual Net Financial Benefits of any given Offeror
Annual Net Financial Benefits of highest Offeror

2) Offerors should also address any net financial benefits of any reduction in demand, if applicable. Offeror shall justify the methodology used to determine any financial benefits;

3) The overall financial benefits discussion should describe the total investment in the project and the annual net financial benefit(s) to the FilCom Center. Discuss how the annual net financial benefits will be guaranteed to the FilCom Center;

4) Offerors should describe their bonding capacity and name the relevant sureties or insurance companies that serve as their performance-bonding agent; and

5) It will be the Offerors’ responsibility to describe the financial benefits in the simplest and clearest manner possible for the evaluators.

3.15.4 Non-selected Offerors and Debriefing. Non-selected Offerors will be given a copy of the written notice of award by mail and which will also be posted on the website. Non-selected Offerors may submit a written request for debriefing to the Executive Director, or designee, within three (3) working days after posting of an award. Thereafter, the Executive Director or designee shall provide a debriefing, to the maximum extent practicable, within seven (7) working days. A written protest may be filed with the Executive Director, or designee, within (5) working days after the debriefing.

4.0 SPECIAL PROVISIONS

4.1 Precedence
In the event of any conflict or contradiction between the requirements of the General Terms and Conditions and these Special Provisions, the Special Provisions shall have precedence over the General Terms and Conditions.

4.2 Timely Submission of all Certificates
All required certificates should be applied for and submitted to the FilCom Center by the due date. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

4.3 Proprietary Information
Any information deemed proprietary in nature should be clearly marked “proprietary” by the Offeror. Failure to designate proprietary information will subject the Offeror’s proposal to full disclosure and public inspection.
4.4 Hazardous Materials

Hazardous Materials shall include, without limitation, substances defined or classified as "hazardous substances", "hazardous waste", or "toxic substances" under federal, state, or local law, statute, regulation, or ordinance (collectively "Hazardous Materials"). The Contractor shall fully comply with all federal, State of Hawaii, and local laws, statutes, regulations, and ordinances in effect or which shall come into effect during the term of the contract regarding the generation, use, storage, handling, transportation, and disposal of Hazardous Materials. Asbestos and lead may be present in the project's buildings. Offerors are responsible for determining what actions, if any, will be required with respect to asbestos or any other hazardous materials to complete the work under this contract. Claims for additional work and compensation will not be allowed on account of hazardous materials.

Contractor shall exercise due diligence in identifying any unsafe working conditions and/or the presence of hazardous materials and shall set forth its findings with respect to Hazardous Materials and procedures for abating or containing such conditions and materials.

4.5 Laws and Regulations

The Contractor shall keep himself/herself fully informed of all laws, ordinances, codes, rules and regulations, governmental general and development plans, setback limitations, rights of way, and all changes thereto, which in any manner affect the contract and all performance thereof, including but not limited to:

A. All Sections of the City Building Code, including provisions relating to Building Energy Efficiency Standards;
B. Chapter 103, HRS, as amended, relating to expenditure of public money;
C. Chapter 103D, HRS, as amended, relating to the public procurement code;
D. Chapter 104, HRS, as amended, relating to wages and hours of employees on public works;
E. Chapter 321, HRS, as amended, relating to Health Department;
F. Chapter 378, HRS, as amended, relating to fair employment practices;
G. Chapter 376, HRS, as amended, relating to industrial safety;
H. Chapter 386, HRS, as amended, relating to workmen's compensation;
I. Section 507-17, HRS, as amended, relating to recovery on bond for materials and labor used on public works; and
J. Chapter 444, HRS, as amended, relating to contractors for construction work. The contractor shall use properly licensed contractors for all construction work as required by law.

The Contractor shall comply with all such present laws, ordinances, codes, rules, regulations, design standards and criteria, governmental general and development plans, setback limitations, rights-of-way, including the giving of all notices necessary and incident to proper and lawful prosecution of the work, and all changes thereto. If any
discrepancy or inconsistency is discovered between the contract and any such law, ordinance, code, rule, regulation, design standard, design criterion, governmental general and development plans, setback limitation, or rights-of-way, the Contractor shall forthwith report the same in writing to the Executive Director.

4.6 Termination Rights, FilCom Center:
The FilCom Center shall have the right to terminate the Agreement at any time on thirty (30) days written notice to Contractor, without further liability, if any of the following occur:

   a) If Contractor files or is adjudged bankrupt fails to demonstrate the ability to perform under the Agreement following the filing or adjudication of a bankruptcy proceeding; or
   b) Upon an Event of Default by Contractor (as defined below).

4.7 Termination for Convenience, FilCom Center:
In addition to the termination rights above, the FilCom Center may terminate this Agreement for convenience, subject to sixty (60) days written notice to Contractor. In the event that FilCom Center terminates this Agreement for convenience pursuant to this section, FilCom Center shall pay Contractor a Termination Fee.

4.8 Event of Default, Contractor:
The following may be considered an Event of Default by Contractor at the option of the FilCom Center as the non-defaulting party:

   a) Contractor’s failure to operate the System for a continuous period of sixty (60) days or for ninety (90) days in any six month period. FilCom Center shall have the right to demand an explanation of any continuous periods of non-operation in excess of thirty days in order to assess the nature and cause of the failure to operate;
   b) Unreasonable interference by Contractor with the operations of FilCom Center at the Facility, if the interference is curable by suspension of operation of the System and Contractor fails to suspend operation of the System within 48 hours of the FilCom Center's notice to Contractor regarding the interference without good cause, as determined by the FilCom Center;
   c) For terms other than those listed in a. and b. above, failure by Contractor to perform or comply with any material term of the Agreement or the License Agreement within sixty (60) days of written notice by the FilCom Center, unless FilCom Center agrees to a longer period to cure the default.

4.9 Event of Default, FilCom Center:
The following may be considered an Event of Default by the FilCom Center at the option of Contractor as the non-defaulting party:

   a) FilCom Center's failure to pay undisputed invoices for a continuous period of 180 or more days, except when such failure is a direct result of a “budget
non-appropriation event”.

4.10 FilCom Center Remedies:
If Contractor causes an Event of Default, the FilCom Center shall have the right to terminate the agreement by providing written notice to Contractor indicating that the agreement has been terminated and requesting that the System be removed and the Facility restored to the pre-installation condition subject to ordinary wear and tear. If the Contractor fails to remove the system and restore the Facility within forty-five (45) days of notice by FilCom Center, the FilCom Center may consider the system abandoned and may remove the system and any other property owned by the Contractor from the Facility and dispose of Contractor’s property in any manner within FilCom Center’s discretion. In addition, the FilCom Center may also recover from Contractor any reasonable expenses incurred as a result of Contractor’s Default, including repair of the Facility to pre-installation condition. The FilCom Center’s remedies shall also include, but not be limited to, the right by the FilCom Center to offset any damages resulting from Contractor’s default against any monies owing or to be owed to Contractor under this Agreement. If the FilCom Center elects not to terminate the Agreement following an Event of Default by Contractor, this election shall not constitute a waiver by the FilCom Center as to any subsequent Event of Default by Contractor.

4.11 Contractor Remedies/Termination Fee:
If the FilCom Center causes an Event of Default, Contractor shall have the right to a Termination Fee in the form of Liquidated Damages. For purposes of this Agreement, parties agree that Contractor’s Liquidated Damages shall be calculated by multiplying the Net Installed Price of the System by a factor, the numerator being the full term of the agreement (in months) minus the current month of the agreement and the denominator being the full term of the agreement (in months). For purposes of this Liquidated Damages calculation, parties agree that the Net Installed Price is the full cost of the System, less any incentives or rebates received retained by Contractor. The Net Installed Price shall be confirmed by the calculations provided by the Contractor and approved by the Executive Director of the FilCom Center. Contractor shall provide the FilCom Center with documentation to verify the approved project cost and incentive amount. Parties also agree that if the FilCom Center causes an Event of Default (under Event of Default, FilCom, above) or Termination for Convenience within the first 12 months of the agreement, Liquidated Damages shall also include payment by the FilCom Center to Contractor of any rebates, tax credits or incentives which Contractor can demonstrate are lost or must be repaid by Contractor, or penalties accruing to Contractor as a direct result of the FilCom Center's Default or Termination within the first 12 months of the Agreement. Parties acknowledge and agree that in the Event of Default by FilCom Center of this Agreement, Contractor’s damages would be difficult or impossible to compute and that this Liquidated Damages provision represents the reasonable estimate of such damages established by the parties in good faith consideration of the facts and circumstances surrounding the transactions contemplated by this Agreement as of the effective date. Parties have initialed this Section “Contractor Remedies” to establish their intent so to liquidate damages.

4.12 Limitation on Remedies:
For purposes of this Agreement, Contractor hereby accepts the Facility in an “As-Is” condition and acknowledges that the FilCom Center has not made any statements or representations or warranties regarding the Facility, and Contractor is not relying upon any statement or representation or warranty of the FilCom Center, the State or any third party regarding the Facility as to the fitness of the Facility for any particular use of the Contractor or any other matter. The FilCom Center hereby expressly disclaim and Contractor hereby waives all implied warranties, including, without limitation, any warranty of merchantability or warranty of fitness for a particular use or purpose. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages shall be the sole and exclusive remedy, the obligator’s liability shall be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided in the Agreement or in a transaction, the obligator’s liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. Unless expressly provided in the Agreement, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or in contract or otherwise.

4.13 Insurance Requirements
The Contractor shall procure and maintain for the duration of the contract, insurance 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.

With the exception of Worker’s Compensation and Employer’s Liability insurance, the FilCom Center, its officers, officials, employees, and volunteers shall be added as an additional insured with respect to the work contracted for herein, and the Contractor shall submit proof of the insurance coverage(s) by providing to the FilCom a certificate of insurance prior to the commencement of the work.

The insurance policies required herein shall not be cancelled, limited in scope of coverage, or non-renewed by the contractor on the applicable policies during the contract period. Provided, should any policy required herein be canceled and not immediately replaced, the FilCom Center, in addition to other remedies, reserves the right to procure the canceled insurance and deduct the cost thereof from any money due to the Contractor.

a). Minimum Insurance Coverage Requirements. Unless otherwise approved by the President, 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 Hawaii and rated A- VII by A.M. Best. The minimum liability limits of liability may be provided by a combination of primary and Umbrella or Excess Liability policies.

(1) Commercial General Liability. Commercial General Liability insurance written by a carrier authorized to do business in the State of Hawaii on an
“occurrence” form to include coverage for:

- 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;
- Explosion, Collapse and Underground Property Damage; and
- Severability of Interest

The minimum acceptable limits of liability for such coverage shall be:

(a) **Bodily Injury and Property Damage Combined Single Limit:**
    $2,000,000 per occurrence;
    $2,000,000 general aggregate applying per project;

(b) **Personal & Advertisers Injury:**
    $2,000,000 limit per person or organization.
    $2,000,000 aggregate; and

(c) **Products/Completed Operations:**
    $2,000,000 per occurrence; and
    $2,000,000 aggregate.

Products and Completed Operations coverage protecting the Contractor and Subcontractor must be carried for three (3) years after substantial completion of the Project. Evidence of this insurance will continue to be provided on an annual basis to the FilCom Center.

(2) **Automobile Liability.** The Contractor shall provide Automobile Liability coverage from a carrier admitted to do business in the State of Hawaii for all owned, non-owned, and hired autos. The coverage maintained will be in compliance with Hawaii law. The minimum acceptable limits are:

(a) **Bodily Injury** $1,000,000 per person
    $1,000,000 per occurrence; and

(b) **Property Damage** $1,000,000 per accident

(3) **Worker’s Compensation and Employer’s Liability.** The Contractor shall, at no cost to the FilCom Center, procure and maintain, in full force and effect, at all times during the Contract term Worker’s Compensation, Temporary Disability, and other similar insurance that is required by the State of Hawaii or Federal laws. Coverage will be secured from a carrier admitted to do business in the State of
Hawaii:

Self-insurance is permitted but is subject to submission of a copy of the appropriate governmental authorization and qualification by the Contractor and Subcontractor.

The minimum limits of liability to be maintained are as follows and the Contractor shall request a waiver of subrogation in favor of the FilCom Center.

(a) **Coverage A: State of Hawaii Workers’ Compensation Law:** Statutory

(b) **Coverage B: Employers Liability:**
   - Bodily Injury from each accident: $1,000,000
   - Bodily Injury from disease per employee: $1,000,000
   - Bodily Injury from disease aggregate: $1,000,000

(4) **Builder's Risk Insurance.** The Contractor shall procure Builder’s Risk coverage on an “all risk” basis on a completed value basis for the project, naming the FilCom Center as an additional insured and loss payee. The policy shall insure all work, labor, and materials furnished by the Contractor and the Contractor’s subcontractors against loss occasioned by fire, lightning, windstorm, including Hurricane, theft, vandalism, malicious mischief, flood and collapse. The amount of insurance for the peril of flood maybe less than the full replacement cost and subject to a sub-limit. 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.

(5) **Other Insurance Provisions**

(a) For any claims related to this Contract, the Contractor’s insurance coverage shall be primary insurance as respects to the FilCom Center, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the FilCom Center, its officers, officials, employees, and volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

(b) The submission of insurance documentation to and acceptance by the FilCom Center which does not meet the requirements herein shall not be considered a waiver of the contractor’s obligations or the FilCom Center's rights under the terms of this contract.
### CHILLER

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<tbody>
<tr>
<td>1</td>
<td>2ND FLOOR MECHANICAL</td>
<td>LOUNGE</td>
<td>COOLING UNIT</td>
<td>150</td>
<td>25,000</td>
<td>100</td>
</tr>
</tbody>
</table>
NOTES:

1. PROVIDE THE CHILLER WITH STEEL SADDLE BASE AND SPRING VIBRATION ISOLATORS.
   FOLLOW THE MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR THE LOCATION OF SPRING VIBRATION ISOLATORS.
2. PROVIDE THE AIR COOLED CHILLERS OILING POINTS WITH SPRING VIBRATION ISOLATORS.
3. PROVIDE THE PUMPS WITH STEEL SADDLE BASE AND SPRING VIBRATION ISOLATORS.
### Equipment Schedule

#### Chiller

<table>
<thead>
<tr>
<th>Pipe Size</th>
<th>Flow Rate (GPM)</th>
<th>Temperature (°F)</th>
<th>Capacity (Tons)</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 1/2&quot;</td>
<td>300</td>
<td>50</td>
<td>140</td>
<td>Air-Cooled</td>
</tr>
</tbody>
</table>

**RemarK**
- The equipment is in accordance with the given hardware and pressure vessel code and meets the ASME code for design pressure.

#### Air Separator

<table>
<thead>
<tr>
<th>Pipe Size</th>
<th>Flow Rate (GPM)</th>
<th>Diameter (in)</th>
<th>Capacity (Tons)</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>2&quot;</td>
<td>120</td>
<td>8</td>
<td>50</td>
<td>Air-Cooled</td>
</tr>
</tbody>
</table>

**RemarK**
- The equipment is in accordance with the given hardware and pressure vessel code and meets the ASME code for design pressure.

#### Expansion Tank

<table>
<thead>
<tr>
<th>Pipe Size</th>
<th>Flow Rate (GPM)</th>
<th>Diameter (in)</th>
<th>Capacity (Tons)</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4&quot;</td>
<td>20</td>
<td>6</td>
<td>20</td>
<td>Air-Cooled</td>
</tr>
</tbody>
</table>

**RemarK**
- The equipment is in accordance with the given hardware and pressure vessel code and meets the ASME code for design pressure.

#### Pump

<table>
<thead>
<tr>
<th>Capacity (GPM)</th>
<th>Flow Rate (GPM)</th>
<th>Diameter (in)</th>
<th>Capacity (Tons)</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>240,000</td>
<td>60</td>
<td>8</td>
<td>20</td>
<td>Air-Cooled</td>
</tr>
</tbody>
</table>

**RemarK**
- The equipment is in accordance with the given hardware and pressure vessel code and meets the ASME code for design pressure.

#### Air-Cooled Condensing Unit

<table>
<thead>
<tr>
<th>Capacity (GPM)</th>
<th>Flow Rate (GPM)</th>
<th>Diameter (in)</th>
<th>Capacity (Tons)</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>300,000</td>
<td>75</td>
<td>8</td>
<td>50</td>
<td>Air-Cooled</td>
</tr>
</tbody>
</table>

**RemarK**
- The equipment is in accordance with the given hardware and pressure vessel code and meets the ASME code for design pressure.

#### Air Handling Unit

<table>
<thead>
<tr>
<th>Capacity (GPM)</th>
<th>Flow Rate (GPM)</th>
<th>Diameter (in)</th>
<th>Capacity (Tons)</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>120,000</td>
<td>30</td>
<td>8</td>
<td>50</td>
<td>Air-Cooled</td>
</tr>
</tbody>
</table>

**RemarK**
- The equipment is in accordance with the given hardware and pressure vessel code and meets the ASME code for design pressure.

#### Exhaust Fan

<table>
<thead>
<tr>
<th>Capacity (GPM)</th>
<th>Flow Rate (GPM)</th>
<th>Diameter (in)</th>
<th>Capacity (Tons)</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>300,000</td>
<td>75</td>
<td>8</td>
<td>50</td>
<td>Air-Cooled</td>
</tr>
</tbody>
</table>

**RemarK**
- The equipment is in accordance with the given hardware and pressure vessel code and meets the ASME code for design pressure.