

THE JUDICIARY, STATE OF HAWAII
NOTICE OF REQUEST FOR EXEMPTION
FROM HRS CHAPTER 103D

TO: Chief Procurement Officer

FROM: Facilities Management/District Court
Name of Requesting Division/Program

Pursuant to HRS § 103D -102 (b)(4) and HAR Chapter 3-120, The Judiciary requests a procurement exemption for the following:

1. Describe the goods, services or construction:

Purchase and Install UV ballast and emitters in all Air Handler Units and Fan Coil Units at Kauikeauole Hale.

2. Vendor/Contractor/Service Provider:

Oahu Air Conditioning Service, Inc.
938 Kohou St.
Honolulu, HI 96817

3. Amount of Request:

\$942,500.00

4. Term of Contract From: To:
June 14, 2023 to June 14, 2024

5. Prior Judiciary Procurement Exemption No.
(if applicable):

6. Explain in detail why it is not practicable or not advantageous for the Program/Division to procure by competitive means:

It is not practicable nor advantageous for the upgrade to be procured by competitive bid for the system at Kauikeauole Hale as the existing system at Kapolei as well as the systems at all other courthouses is covered in Oahu Air Conditioning Service, Inc. (OAC) contract J23013. Kapolei is currently the only courthouse with the UV system and prior to the OAC contract the UV system was not covered under maintenance. This contract provides maintenance to all existing equipment. Prior maintenance contracts did not include UV systems as the current OAC one does. Should the system be put in by another vendor it would not be covered under the existing contract causing potential maintenance issues and added costs to the Judiciary. Due to OAC's current contract and past problems with multiple vendors in the system (see attached) it is imperative that all our systems be covered under the existing maintenance contract. This contract is competitively bid every five years to provide competition and the vendor has changed during this bid process in the past. These UV lights and emitters will assist with the prevention of mold and mildew growth in the AC system and assist in the removal of harmful pathogens from the air thus improving the health of the air our employees breathe..

7. Explain in detail, the process that will be or was utilized in selecting the vendor/contractor/service provider:

Oahu Air Conditioning (OAC) submitted a competitive sealed bid to "provide air conditioning and ventilation system maintenance service and chemical water treatment of air conditioning equipment at various Judiciary facilities on Oahu" that was accepted by the Judiciary as the lowest bid based on the criteria set forth in contract J23013. Agreement was made and entered into as of the 1st day of July, 2022 and expires June 30, 2024. The contract clearly states responsibilities for the company to handle all AC functions and maintain UV emitters. Again (see attached) OAC has provided excellent service over the term of its contract. As such OAC would have to provide permission for any other vendor to put equipment into the system which would put the system at risk of not being able to be monitored for problems or be repaired in a timely fashion.

8. Identify the primary responsible staff person(s) conducting and managing this procurement. (Appropriate delegated procurement authority and completion of mandatory training required).

*Point of contact (Place asterisk after name of person to contact for additional information).

Name	Division/Program	Phone Number	email address
Dee Dee Letts	1st Circuit Court, DCCA	539-4351	deedee.d.letts@courts.hawaii.gov
Wayne Taniguchi	Facilities Manager	539-4005	wayne.s.taniguchi@courts.hawaii.gov

All requirements/approvals and internal controls for this expenditure is the responsibility of the Division/Program. I certify that the information provided above is, to the best of my knowledge, true and correct.

/s/ Dee Dee Letts

5/1/2023

Department/Division/Program Head Signature

Date

For Chief Procurement Officer Use Only

Date Notice Posted: _____

Inquiries about this request shall be directed to the contact named in Item 8. Submit written objection to this NOTICE OF REQUEST FOR EXEMPTION within seven (7) calendar days, or as otherwise allowed, from the Date Notice Posted to:

Chief Procurement Officer – The Judiciary
Financial Services Department
Contracts & Purchasing Office
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807

Chief Procurement Officer (CPO) Comments:

☐

Approved

☐

Disapproved

☐

No Action Required

Chief Procurement Officer Signature

Date

All major air conditioning systems in the First Circuit reside at District Court, Circuit Court and Family Court. All of these system are under contract to Oahu Air Conditioning until June 30, 2024. This contract also includes and integrates the smaller rural courts.

Each system is tied to a remote monitoring and reporting system that connects through OAC to monitor and trouble shoot the systems functioning and equipment. OAC serves to integrate all hardware and control systems into these monitoring software systems to enable the systems to optimize their efficiency and quickly report any problems. If another company were given a contract to add a piece of equipment such as a pre- cooler (or any other item) to the system they would not be able to integrate this piece of equipment into the monitoring system without the permission of OAC. If OAC allowed this they would charge the other company a premium to join the system which would be passed on to us. They could also deny the request meaning the new piece of equipment would not be integrated and covered under the maintenance contract.

In the past we did have different vendors providing different equipment pieces this resulted in the system at Kapuaiwa going down and an ensuing fight between vendors as to whose responsibility it was to do the repair causing the building to be without AC for several months. The current system of placing everything under one contract and competitively bidding it every five years is a result of this as well as other situations. This contract has changed hands in this bidding process and will be open to competitive bidding in the future.

For this reason a decision was made to integrate the system with a single vendor. The result is the current contract with OAC which was awarded through a competitive bid process. If we were to again allow each replacement or new piece of equipment to be bid and integrated separately it would result in more expensive system that would not function efficiently and could have significant down time while a variety of vendors squabble over who is responsible for the repair. It could also result in a system some of which could be monitored remotely and other parts could not.

An example of why this integration is important played out in the current wind storm. During this recent storm the AC went out at CC. OAC was called and came to repair the system as I was wrapping up with them on exactly what caused the outage they received a remote monitoring signal from DC that there was a problem with their system and headed up to DC before we even had an official report of the problem.

This contract is procured ever five years through an open competitive bid process that allows other vendors to bid on managing the entire system again as a single connected system.

It would be more expensive, less efficient and would most likely result in poorer service to all of our buildings should we not continue with an integrated system that went through open competitive bidding process every five years.