

INVITATION FOR BIDS (IFB) NO. 23-5694
TO
PROVIDE ELEVATOR MAINTENANCE AND RELATED SERVICES
FOR
LEEWARD COMMUNITY COLLEGE
PEARL CITY, HAWAII

DECEMBER 2022

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID PACKAGE.

NOTICE TO BIDDERS

The University of Hawaii IFB No. 23-5694, to Provide Elevator Maintenance and Related Services for Leeward Community College, University of Hawaii, Pearl City, Hawaii, will be issued via the Hawaii Electronic Procurement System (HlePRO). **Bids must be submitted via HlePRO no later than 2:30 p.m. HST, December 19, 2022. Bids received after the bid due date and time or not submitted via HlePRO will not be considered.**

Bidders are advised to allow ample time for submitting their bid to ensure the submission process is completed and timely. **Bidders are solely responsible for ensuring their bid submission is completed prior to the bid due date and time.** The University shall not be responsible for any delay or failure of Bidders in submitting a complete bid.

ELECTRONIC PROCUREMENT

Bidders interested in responding to this solicitation must be registered on HlePRO. To register, visit the URL: https://hiepro.ehawaii.gov/videos/video/vendor_registration.html. Reference the Vendor Quick Reference Guide for additional information [at https://hiepro.ehawaii.gov/static-resources/VendorQuickReferenceGuide.pdf](https://hiepro.ehawaii.gov/static-resources/VendorQuickReferenceGuide.pdf).

HlePRO is the system of record for issuing IFB No. 23-5694 and related amendments (including changes to the bid due date and time). In addition, HlePRO is the sole vehicle for Questions, Requests for Clarification, Bid Submittals (i.e., MANDATORY BID FORM and related attachments) and Notification of Award. Bidders shall review all special instructions in HlePRO related to this IFB which are made a part of this IFB through reference.

QUESTIONS AND REQUESTS FOR CLARIFICATION

Questions and Requests for Clarification regarding the Technical Specifications or any other aspect of the IFB must be submitted via HlePRO by **4:00 p.m. HST, December 9, 2022**. Responses are scheduled to be posted on **December 13, 2022**.

The University shall not be required to answer Questions or Requests for Clarification not submitted via HlePRO or received after the Questions and Requests for Clarification deadline.

David Lassner
President, University of Hawaii

Posting Date: **December 5, 2022**

Vendors are responsible for notifying the Procurement Specialist Michele Elmore (e-mail: mseimore@hawaii.edu) for accessibility concerns related to this IFB.

BID REQUIREMENTS

PROVIDE ELEVATOR MAINTENANCE AND RELATED SERVICES

Submission of the **MANDATORY BID FORM** via HlePRO confirms a bidder has carefully examined the INVITATION FOR BIDS (IFB) NO. 23-5694, PROVIDE ELEVATOR MAINTENANCE AND RELATED SERVICES FOR LEEWARD COMMUNITY COLLEGE, UNIVERSITY OF HAWAII, PEARL CITY, HAWAII, and offers to provide elevator maintenance and related services to Leeward Community College, 96-045 Ala Ike Street, Pearl City, Hawaii 96822, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB). The initial term of the contract shall begin from the date designated in the Notice to Proceed letter for a period of **ONE (1) year**, and thereafter, the contract may be renewed annually for a total of **FIVE (5) years**.

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL AGGREGATE BID (Item 1 – 6)**.

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

WAGE CERTIFICATE OF COMPLIANCE

The Wage Certificate included in the Mandatory Bid Form is a requirement of Section 103-55, Hawaii Revised Statutes, as specified in Special Provision 5, ELIGIBILITY TO BID. The Wage Certificate must be completed and included in the bid submittal.

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the elevator maintenance and related services required by Leeward Community College, University of Hawai'i. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

1. SCOPE OF WORK

Contractor shall furnish labor, materials, and equipment to maintain elevators, appurtenances, and accessories at Leeward Community College, per the specifications outlined herein.

2. CONTRACTOR'S RESPONSIBILITIES

A. The elevators covered by this contract shall be maintained in a satisfactory and safe operating condition in accordance with these specifications, and be capable of meeting their original speed and performance criteria under any load conditions at all times. The University reserves the right to make such tests as and when deemed advisable to ascertain that the requirements of these conditions are being fulfilled.

B. The Contractor shall maintain elevators, equipment, appurtenances, and accessories so as to comply with the requirements of the latest edition of American Standard Safety Code for Elevators, A17.1 and all other applicable laws, regulations, rules, ordinances, codes, etc. The ANSI Elevator Inspection Manual A17.2 shall be used as a guide to establish that the equipment is operating safely.

3. HOURS AND MANNER OF WORK

A. Contractor shall perform all normal work under this contract including unlimited call-back service during regular working hours of 7:45 a.m. – 4:30 p.m. of the University.

B. Emergency adjustment and replacement of minor parts and call-back service shall be available on a 24-hours-per-day, 7-days-per-week basis.

C. Regular routine maintenance examinations shall be performed at a frequency of not less than once-a month for gearless and geared equipment, and hydraulic equipment. During these examinations, the following components specified in paragraph 8, EXTENT OF WORK, herein shall be checked, and all necessary work performed relative to cleaning, lubrication, and adjustments of equipment. As a minimum, the components must be checked in accordance with the schedule in these specifications.

- D. Contractor shall comply with minimum elevator maintenance schedule as stated in Appendix B.
- E. The University may request that emergency call back service or repair work covered under this contract to be performed on an overtime basis.
- F. For all emergency call back or repair work, Contractor shall absorb the straight time labor charges plus straight time fringe benefits. The University shall pay the Contractor for the bonus hours at the regular hourly billing rates based upon the time and one-half or double-time pay schedule in the latest IUEC standard agreement, Article IV contract services. The University shall issue purchase orders for such service work.
- G. Copies of mechanics' and helpers' signed time tickets shall be left with Leeward Community College's Auxiliary & Facilities Services Manager or Auxiliary & Facilities Services Officer, phone (808) 455-0462 or (808) 455-0463, following completion of each normal and call back service. The Contractor's mechanics and helpers shall log all time in and out from the job site at the Operations & Maintenance Office with a brief description of the work performed.
- H. Removal of elevators from service shall be coordinated with and approved by the University's designated representative. The Contractor shall notify the University at least FIVE (5) working days prior to removing elevators from service.
- I. Contractor agrees to furnish a mechanic for a minimum 4-week average of ONE and ONE-HALF (1.5) hours per month per elevator, exclusive of regular or overtime call-back hours.

4. RIGHT TO INSPECT AND REQUIRE WORK

The University reserves the right to make inspections and test whenever necessary to ascertain that the requirements of this contract are being fulfilled. In addition, the State of Hawaii makes inspections semi-annually. Deficiencies noted during any of these inspections (which are a result of the Contractor's noncompliance with the specifications) shall be promptly corrected by the Contractor.

5. COMPLIANCE WITH LAWS

- A. 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 specifically, including, but not limited to annual no-load, low-speed test of car and counterweight safeties and governors and buffers; and every fifth year, perform full-load, rated speed test

of hydraulic buffers, and safeties on cable-type elevators, and annual pressure tests on hydraulic type elevators as required by ANSI A17.1-1981 Code, Section 1001.

- B. The Contractor shall make periodic test and maintenance inspections of all elevator equipment as required by current applicable safety codes for elevators, dumbwaiters, escalators, and moving walks. Written reports of said test shall be submitted to the University, and in the case of running safety test, prior notifications shall be given so that a University representative may witness said test(s).
- C. The Contractor shall not be required under this contract to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal, or governmental authorities, subsequent to the commencement date of this contract, unless the contract is modified in writing.

6. CONTRACTOR EMPLOYEES TO BE SATISFACTORY

Contractor agrees that all work shall be performed by and under the supervision of skilled, experienced, certified elevator service and repair personnel directly employed and supervised by the Contractor. Any and all employees performing work under this contract shall be satisfactory to the University.

7. REJECTION OF CONTRACTOR'S EMPLOYEES

The University reserves the right to reject any of the Contractor's employees that the University deems incompetent, uncooperative, negligent, insubordinate, or otherwise objectionable.

8. EXTENT OF WORK

The Contractor shall regularly and systematically examine, adjust, lubricate, and if conditions warrant, repair or replace the following:

- A. Machine: including worm, gear, thrust bearings, drive sheave, sheave shaft bearings, brake coil, brake linings, and components.
- B. Pump Unit: including pump, v-belts, strainers, silencers, springs and gaskets.
- C. Motors: including motor windings, bearings, rotating element, commutators, brushes, and brush holders.
- D. Motor Generator: including windings, bearings, rotating element, commutators, brushes and brush holders.

- E. Jack Unit: including plunger, guide bearing, packing and packing gland.
- F. Controller: including relays, resistors, contacts, coils, leads, transformers, fuses, timing devices, and solid-state components.
- G. Valves: including relief valve, pilot, lowering, leveling and checking valves; or any of the parts thereof.
- H. Dispatching Equipment: including relays, resistors, contacts, coils, leads, fuses, transformers, and solid-state components.
- I. Selector: including electrical or mechanical drive components, cam contacts, relays, resistors, leads, transformers, and solid-state components.
- J. Governor: including sheave, bearings, shafts, contacts, and governor jaws.
- K. Cars: including power door operator door protective devices, car door hangers, car door contact, load weighing equipment, car safety devices, car guide shoes, and subflooring.
- L. Hoistway: including defector sheave, secondary sheave, buffers, governor tension assemblies, guide rails, limit switches, compensating sheave assemblies, compensating chain or cable, traveling cables, hoistway and machine room wiring, hoistway door interlocks, hoistway door hangers, and bibs and auxiliary closer.
- M. Counterweight: including roller guides and sheaves.
- N. Fixtures: car and hall button stations, master indicator control panels, all signal fixtures including contracts, buttons, key switches and locks, car ceiling lamps and sockets.
- O. Wire Ropes: shall be renewed as often as necessary to maintain an adequate factor of safety.

9. PERFORMANCE REQUIREMENTS

Contractor shall maintain the following minimum performance requirements of the elevators as designated in Appendix "B".

- A. Floor to floor times shall be measured form the time the doors start to close, including a typical one floor travel and until the elevator is approximately level with

the next successive floor, either up or down, and the doors THREE-FOURTH (3/4) open (per schedule).

- B. Door opening times shall be measured from the start of the car door open until doors are in the fully open position (per schedule).
- C. Door closing times shall be measured from the start of door close until hoistway doors are fully closed. Contract times will be those shown or minimum permitted by code, whichever is greater (per schedule).
- D. Stopping accuracy shall be measured under all load conditions.
- E. Variance from rated speed, regardless of load, shall not exceed plus FIVE PERCENT (+5%).
- F. Door closing pressure shall not exceed THIRTY (30) pounds.

In accomplishing aforementioned performance requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation, and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

10. ADDITIONAL CONDITIONS

- A. The Contractor, immediately upon the effective date of the contract, shall make a complete and systematic inspection of the elevators. The Contractor shall submit an itemized list to the University of the existing deficiencies that require correction to bring the elevators up to original manufacturer's standards.
- B. 24-hour unlimited call-back shall be included.
- C. Any costs for repairs due to abuse or misuse under \$250 shall be the responsibility of the Contractor (see paragraph 3 for an explanation of the charges).
- D. Call backs and/or emergencies shall be responded to, at the site within TWO (2) HOURS at all times. The Contractor shall provide Leeward Community College with a 24-hour emergency phone number to contact. The Contractor shall respond and take corrective action for repair trouble calls, safety, and/or hazardous conditions. If the Contractor fails to respond and take corrective actions within TWO (2) HOURS, the Contractor shall be responsible for all costs incurred by the University due to failure to respond to the trouble call.

11. FIREMAN'S CONVERSION

The Contractor shall test the Fireman's conversion monthly, where applicable.

12. REPAIR WORK

Contractor shall provide pricing on the MANDATORY BID FORM for the following labor categories. In the event that repair work (including emergency repair work beyond the scope of maintenance work) is requested under this contract, the Contractor shall honor the pricing provided:

Journeyman, Straight Time per man-hour

Apprentice, Straight Time per man-hour

Rates shall be inclusive of labor costs, transportation costs, and all applicable taxes. Tax rate shall not exceed 4.712%.

12. CONFLICTING SPECIFICATION

In the event of conflict between these Technical Specifications and the manufacturer's recommended maintenance manual, the manufacturer's maintenance manual will prevail.

All questions pertaining to the Technical Specifications must be submitted per the instructions in the QUESTIONS AND REQUESTS FOR CLARIFICATION section of the NOTICE TO BIDDERS. The submittal of a bid shall be considered as acceptance of the specifications as published.

The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

SPECIAL PROVISIONS

1. SCOPE

The Providing of Elevator Maintenance and Related Services for the Leeward Community College shall be in accordance with the terms and conditions of IFB No. 23-5694 and the General Provisions dated September 2013 included by reference. The General Provisions may be viewed at:

<https://www.hawaii.edu/procurement/vendor-info/terms-and-conditions/general-provisions-for-goods-and-services/>

2. AUTHORITY

IFB No. 23-5694 is issued under the provisions of the Hawaii Revised Statutes, Chapters 103 and 103D. All prospective bidders are charged with presumptive knowledge of all requirements of the cited legal authorities. Submission of a valid executed bid by any prospective bidder shall constitute an affirmation of such knowledge on the part of such prospective bidder.

3. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is Grant Okamura, Auxiliary and Facilities Services Manager, telephone (808) 455-0462, okamurag@hawaii.edu.

4. BIDDER'S QUALIFICATIONS

To qualify to bid on the specified goods and/or services, the bidder must be engaged in a business whose primary and customary interest is to provide the specified goods and/or services. The bidder must also have the requisite experience, appropriate forms of insurance, and proper licenses. The University reserves the right to disqualify any potential bidder if, in its discretion, the University determines that the bidder does not have the requisite experience or expertise to provide the goods and/or services.

5. ELIGIBILITY TO BID

Each prospective bidder, as a prerequisite to bid on any contract to supply services in excess of \$25,000 shall, at the time of bid submission, assure the University by certification in writing, of compliance with the requirements of Section 103-55, Hawai'i Revised Statutes, that:

- a. The services to be rendered shall be performed by employees paid at not less than the wages or salaries paid to public officer and employees for similar work. If, after the initial period, during the life of the contract, the State of Hawai'i Salary Schedule is revised, the Contractor shall pay its employees at not less than the revised wages and salaries paid to public officers and employees for employees for similar work.

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

6. NOTIFICATION TO CONTRACTOR'S EMPLOYEES OF CURRENT WAGE RATES

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

7. STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

To assist the bidder in determining whether the work the employees are to perform under this contract is similar to that performed by public employees. The following are appropriate position, classification, and hourly rate for the services to be performed:

<u>Position Title</u>	<u>Classification Code</u>	<u>Hourly Rate</u>	<u>Eff. Date</u>
Building Maintenance Mechanic	BC-09	\$ 29.61	10/01/22

8. CONDITIONS AT SITE

Each bidder shall visit the site and examine the conditions of same and be aware or satisfied as to the character and amount of work to be performed as called for by the specifications. No additional allowance will be granted because of lack of knowledge of such conditions. Bidders shall arrange for an appointment by contacting the Technical Representative, telephone: (808) 455-0462, Monday through Friday, after 8:00 a.m., but not later than 3:30 p.m.

9. PROTECTION OF PERSONS, PROPERTY AND BUILDINGS

The Contractor shall take all necessary precautions during the progress of the work to protect the buildings as well as adjoining property, roadways, walkways, trees, lawns, landscape, and buildings from damage and injury and shall promptly repair any such damage to the satisfaction of the University, at no cost to the University. If the repair

cannot be done immediately, the Contractor shall contact the Technical Representative to work out a time schedule acceptable to the University.

The Contractor shall take all necessary precautions while carrying out the terms of this contract to protect the public, which includes but is not limited to University personnel and students, and premises.

10. REFERENCES

Each bidder shall provide the names, addresses, and phone numbers of THREE (3) agencies, for which elevator maintenance service has been provided who can attest to the reliability of the bidder's service and personnel. The University reserves the right to reject the bid submitted by any bidder whose performance on other jobs has been unsatisfactory.

11. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor shall provide said services as an independent contractor and shall not be under the direction or control of the University. The University shall not be responsible for any claims and demands of any kind or nature that may be brought against it on any matter or thing arising out of or in connection with the services provided by the Contractor.

12. INSURANCE

Contractor shall, and shall ensure that all Contractor Agents shall, during the entire term of this Agreement, at no cost to UH, procure and maintain, or cause to be procured and maintained, the following insurance described below, issued by an insurance company or companies authorized to do business in the State of Hawai'i with at least an A – VII Financial Rating according to the current edition of Best's Key Rating Guide:

a. Required Insurance Coverage.

- (1) Commercial General Liability Insurance. Commercial general liability insurance written on occurrence basis covering claims with respect to injuries or damages to persons or property sustained as a result of the activities of the Contractor and/or the Contractor Agents, within, on, or about the Premises and/or the UH Campus, with limits not less than the following:

Bodily Injury and Property Damage Combined Single Limit

\$1,000,000.00 Each occurrence

\$2,000,000.00 General Aggregate per policy year

\$2,000,000.00 Products and Completed Operations Aggregate per policy year

Medical Expenses -- Any one person

\$5,000.00

Personal/Advertising Injury (Included)

Damage to Rented Premises (Included)

Personal/Advertising Injury coverage shall include coverage for mental injury, sexual harassment, sexual molestation or misconduct, invasion of privacy, and wrongful detention.

Such limits may be achieved through the use of umbrella/excess liability insurance sufficient to meet the requirements of this paragraph ____ (Insurance) covering the Contractor's conduct of the services on or within the Premises and/or the UH Campus and all of the activities and operations of the Contractor and the Contractor Agents in connection therewith.

- (2) Automobile Insurance. Automobile Liability Insurance to include coverage for any owned, non-owned, leased, or hired automobiles with limits of not less than the following:

Bodily Injury – Per Person	\$1,000,000.00
Bodily Injury – Per Accident	\$1,000,000.00
Property Damage – Each Accident	\$1,000,000.00
Basic No-Fault Insurance	As required by Hawai'i law

In the event there is a change in Hawai'i law regarding financial responsibility and insurance requirements of automobile owners or users which make this requirement obsolete, UH shall have the right to impose a new requirement consistent with the then Applicable Laws.

- (3) Workers' Compensation Insurance. Workers' Compensation insurance with respect to work by employees of the Contractor and the Contractor Agents on or about the Premises and/or the UH Campus, with coverage, amounts, and limits as required by law.

- (4) Employers Liability Insurance: Employers Liability Insurance with limits not less than:

Bodily Injury – Each Accident	\$1,000,000.00
Bodily Injury by Disease – Policy Limit	\$1,000,000.00
Bodily Injury by Disease – Each Employee	\$1,000,000.00

The Contractor shall ensure that the Contractor Agents (if any) obtain workers compensation and employer's liability insurance with the limits described herein to cover the work performed.

- (5) Pollution Liability Insurance. If required by UH in the event Hazardous Materials (as defined herein) are or may be involved or used, Pollution Liability insurance coverage with a combined single limit coverage of at least \$1,000,000 per occurrence which shall cover environmental liabilities, including, without limitation, claims for bodily injury, property damage, environmental damage, and remediation costs resulting from pollution conditions caused by the Contractor or the Contractor Agents and/or the conduct of the Services.

- b. Common provisions. Each insurance policy that Contractor and/or any of the Contractor Agents are obligated to obtain under this Agreement shall be subject to the following:
- (1) Notice of changes. Contractor will be required to notify UH of any cancellation, limitation in scope, material change, or non-renewal of any insurance coverage right away (but no later than five (5) business days of receiving notice from the insurer).
 - (2) UH insurance not primary. Insurance obtained by Contractor and/or any Contractor Agents pursuant to this Agreement will be primary and any UH insurance will apply only in excess of and not contribute with such insurance obtained by Contractor and/or any Contractor Agents.
 - (3) Name UH as an additional insured. UH shall be named as an additional insured on all insurance coverage that Contractor and/or any Contractor Agent is required to obtain under this Agreement except for workers compensation and employers liability insurance.
 - (4) Waiver of subrogation. All insurance obtained by Contractor will contain a waiver of subrogation endorsement in favor of UH.
 - (5) UH not required to pay premiums. Contractor and Contractor Agents will be responsible for paying all costs associated with obtaining the required insurance coverage described in this Agreement, including all premiums. UH will not be responsible for paying any such costs.
 - (6) Acceptable deductibles. The terms and amounts of any deductibles for the required insurance coverage under this Agreement must be reasonable and acceptable to UH based upon the type of insurance involved and the conduct of the Services.

13. SCHEDULE OF WORK

Within SEVEN (7) days after the issuance of the Notice to Proceed, the Contractor shall submit to the University in writing, a work schedule of sufficient detail to show its adequacy to carry out the work. The Contractor shall not be permitted to interfere with normal University operations of the building except in emergencies.

All maintenance tasks described herein shall be performed between the hours of 7:45 a.m. to 4:00 p.m., Monday through Friday. Any overtime work shall be approved by the University prior to commencement.

14. REGISTRATION OF SERVICE PERSONNEL

Contractor's service personnel authorized to perform under the contract shall be required to contact the Technical Representative prior to performing the service and when leaving the premises after completion of the services.

15. INSPECTION OF MATERIALS AND WORKMANSHIP

All materials and workmanship shall be subject to inspection at any and all times during the term of the contract. The University has the right to reject defective material and workmanship. Rejected material shall be promptly removed from the job site and satisfactorily replaced. Rejected workmanship shall be satisfactorily corrected.

16. CONTRACTOR'S OPERATION

The Contractor shall confine all operations to the immediate vicinity of the work area.

17. CLEAN-UP

The Contractor shall keep the job site free of debris, litter, refuse, etc., and shall clean all oil drippings during the daily progress of work. The Contractor shall remove all equipment from the area upon completion of the work.

18. SANITARY FACILITIES

If existing sanitary facilities of the University are close to the contract work area, the Contractor is permitted to use same and shall maintain a sanitary condition at all times. If none is close by, Contractor shall install sanitary facilities at the job site and maintain same in a clean and sanitary condition for the use of the employees on the job site for the duration of the contract. The sanitary facilities shall conform to the requirements of the State Department of Health.

19. PERMANENT OFFICE LOCATION

The bidder awarded the contract shall have a permanent office location in the State of Hawaii from which the bidder conducts its business and where it can be reached by telephone on matters which require immediate attention.

20. EXAMINATION OF RECORDS

The Contractor shall allow the University to examine and inspect its books and records of income and payroll expenses relating to this contract during normal office hours as the University may require, and to allow an annual audit of said income and payroll expenses related to its University operation by a firm of independent auditors chosen by the University. The University shall pay the costs of such an audit.

21. EQUIPMENT ACCESS

The University shall keep the area around the equipment reasonably clear so that the Contractor will have access to the equipment and so as not to limit or impair the ability of the Contractor to perform the services.

22. PARTS

- a. The Contractor shall stock all essential parts which are required for timely completion of maintenance or repairs to maintain the elevators in "good working order" at all times. In the event that an elevator is out of service longer than 48 hours due to essential parts not being readily available, the University reserves the right to terminate the contract in accordance with General Provision 6.10, Termination for Default.
- b. The Contractor shall supply, repair, and replace all parts of every description made necessary by wear and tear. No repairs will be permitted when prudent practice indicates that a replacement is preferable to insure maximum safety and continuity of service. All replacement of parts shall be of the same make or from the original manufacturer, or approved equal.

23. COORDINATION OF WORK

Upon award of the contract, Contractor shall contact the Technical Representative to establish operational and administrative procedures including coordination, scheduling contract personnel including telephone numbers, and lead time for notification of non-scheduled pickups. The Contractor shall not be permitted to interfere with University operations, and work schedules shall be coordinated with the Technical Representative prior to commencing work.

24. ESCALATION CLAUSE

The Contractor warrants that the prices set forth in this contract do not include any allowance for increased costs for which adjustments are provided under this clause. The contract price shall remain firm for ONE (1) year. The contract price may be adjusted as of the month of the anniversary of the commencement of the service.

Each such adjustment shall be made as follows:

- a. TWENTY PERCENT (20%) of the contract price may be adjusted up or down by the percentage of increase or decrease shown by the index of Wholesale Commodity Prices for Metals and Metal Products published by the U. S. Department of Labor, Bureau of Statistics, for the month of the anniversary of the commencement of the service as compared with the index used for

this contract bid price which was \$ _____.
(fill in)

- b. EIGHTY PERCENT (80%) of the contract price shall be adjusted up or down by the percentage of increase or decrease in the straight time hourly labor cost for the month of the anniversary of the commencement of the service as compared with such straight time hourly labor cost in effect for this contract.

As used in this provision, the phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate and the average hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

The words "fringe benefits" means employee benefits granted in lieu of, or in addition to, hourly rate increases and include, but are not limited to, pensions, vacations, paid holidays, group life, sickness and accident and hospitalization insurance. The straight time hourly labor cost applicable to

***this contract is \$ _____ of which \$ _____ constitutes
(fill in) (fill in)***

the cost of fringe benefits.

The University may effect the adjustment through a change order upon its own initiative in the case of a decrease, or upon receipt of a written request for adjustment from the Contractor in the case of a decrease or increase. Any proposed adjustment shall be fully documented, and the determination of the adequacy and acceptability of the documentation shall be solely within the discretion of the University, which discretion shall not be arbitrarily or unreasonably exercised. The University and the Contractor shall be bound by such determination, and any price adjustment shall be firm and binding upon University and the Contractor for a period of at least ONE (1) year.

25. LAWS, ORDINANCES, STATUTES, AND REGULATIONS

The Contractor shall comply with all laws, ordinances, statutes, and regulations pertaining to collection, transportation, and disposal of refuse and shall obtain such permits, licenses or other authorization as may be required.

26. LICENSED

Contractor must be a properly licensed to perform the services under this contract in compliance with the provisions of Chapter 444, Hawaii Revised Statutes, and the rules and regulations of the Contractors License Board.

27. ADDING/DELETING BUILDINGS AND ELEVATORS

The University reserves the right to add or delete buildings and elevators to the contract via the issuance of modifications to the contract. The additional cost(s) shall be mutually agreed upon in writing between the Contractor and the University.

28. ADDITIONAL WORK

Additional work under this contract shall include services or repairs not within the scope of services specified in the Technical Specifications such services shall include, but shall not be limited to repairs necessary as a result of vandalism or emergency repairs.

If additional work not within the scope of services specified in the Technical Specifications is required, the Contractor shall immediately notify the authorized University representative and obtain the Contracting Officer's approval before performing the work. Once approved, the University shall issue a purchase order for the work and shall be invoiced at the rates established in the contract. The University reserves the right to determine that any estimate is not in the best interest of the University and may solicit for those services outside of the contract in accordance with Section 103D-302 or 305, Hawaii Revised Statutes. When the work to be done is of such nature that its extent and character cannot be known or specified beforehand with reasonable certainty, the University reserves the right to issue a purchase order pursuant to the change order clause for the purpose of the Contractor to estimate the level and cost of repairs needed with the actual repair accomplished pursuant to a contract modification by supplemental agreement in accordance with Section 103D-501, Hawaii Revised Statutes. If a service call is made at the University's request and the inspection does not reveal any defect in the elevator system for which the Contractor is responsible for under the contract (false alarms), the Contractor shall immediately notify the authorized University representative and a purchase order shall be issued. The Contractor shall have the option to charge the rates established in the contract based on the time at which the service was requested.

29. TERM OF CONTRACT

The Contractor shall enter into a contract with the University for an initial period of ONE (1) year commencing on the date designated in the Notice to Proceed, and the unit price(s) bid shall remain firm for the initial term of the contract. Thereafter, the contract shall be renewable from year to year, for FOUR (4) additional years, for a total of FIVE (5) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date. The contract price for each renewal period shall remain the same or lower than the initial bid price or may be adjusted in accordance with Special Provision 24, ESCALATION CLAUSE, of the contract, upon written request of the Contractor. Further, the University may terminate the contract at any time, after the first year, upon NINETY (90) days' prior written notice.

30. PAYMENT

The Contractor shall be remunerated monthly after acceptable performance. The Contractor shall submit an original of a properly executed invoice for the work performed the previous month by the tenth of each month to Leeward Community College – Business Office, 96-045 Ala Ike Street, Pearl City, Hawaii 96782. All invoices submitted shall cite the contract number and describe the work performed.

APPENDIX A**ELEVATOR INVENTORY & PERFORMANCE REQUIREMENTS**

Location & Equipment Mfr	Maint Hrs/Month	Capacity	<u>Service Dates</u>
Learning Commons (3 floors) Schindler Hydraulic Passenger	1.5	125/2000	TBD
AM Building (2 floors) Schindler Hydraulic Passenger	1.5	125/2000	TBD
Campus Center Building (3 floors) Schindler Hydraulic Passenger	1.5	100/4000	TBD
Theater (3 floors) Schindler Hydraulic Passenger	1.5	125/2000	TBD
Education Building(3 floors) Kone EcoSpace Gearless Traction Passenger	1.5	150/2500	TBD
Theater Building (2 floors) Gala System Spiralift ND 9 Stage lift	1.5	8 ft minute/28,750	TBD

NOTE:

- All door closing times are per code.
- All floor accuracy is +/- 3/8".
- All equipment is hydraulic.

APPENDIX B**HYDRAULIC ELEVATOR MAINTENANCE SCHEDULE****1. MONTHLY MAINTENANCE****A. Car Operation**

1. Ride cars to detect and repair any improper operation of the car doors, hoistway doors, acceleration, and leveling accuracy.
2. Investigate any malfunctions which may have occurred in connection with the operation of the elevator since the last maintenance visit and take corrective action.
3. Check for creeping, if excessive, determine cause and correct.
4. Check and replace PC boards if required.

B. Car

1. Examine the car station for worn, cracked, loose or malfunctioning buttons and switches.
2. Replace cracked or worn buttons.
3. Repair malfunctioning buttons and switches.
4. Replace burnt out bulbs in the position indicators or in the car station panel.
5. Clean the car top, and lubricate pivot points and bearings where necessary.

C. Car Door and Operator

1. Examine and clean.
2. Tighten any loose screws or bolts and replace worn pins and bearings.
3. Check door gibs and tighten or replace if necessary.
4. Lubricate moving parts as required.
5. Check safety edges for proper operation; adjust if necessary.

D. Motor and Pump Unit

1. Inspect motor, pump, oil lines, tank, controls, plunger, and packing, etc.
2. Correct any leaks and keep equipment in a clean and presentable condition.

E. Controller

1. Observe the controller for proper operation of relays, contacts sequence of operations, timing, etc.

2. Clean pitted or oxidized contacts; replace if necessary.
3. Replace coils or shunts with brittle insulation.
4. Check fuses for overheating and take necessary action.

F. Miscellaneous

1. Clean pit and machine room floor.
2. Check hall signal system for proper operation. Replace bulbs as necessary.

II. **QUARTERLY MAINTENANCE**

- A. Check alarm bell and communication system.
- B. Check emergency switches.
- C. Clean and lubricate main guide rail.

III. **SEMI-ANNUAL MAINTENANCE**

A. Door Operator

1. Check fastenings, operation of checks, interlocks, etc. Adjust as required.
2. Check the inertia of doors. Make adjustments as required.
3. Check oil in gear case. Change if necessary.

B. Car

1. Check stile channels for bends or cracks, also car frame, cams and supports.
2. Check gate or door upthrusts, sill grooves, bottom guides, etc.

C. Controllers

1. Clean with blower.
2. Check alignment of switches, relays, timers, etc. Clean and make adjustments as necessary.
3. Check all condensers, resistance tubes and grids.
4. Check oil in overload relays.
5. Check settings and operation of overloads.
6. Clean and check fuses and holders.
7. Check all controller connections.

D. Emergency Lights

1. Change battery as per manufacturer's recommendations.
2. Record on emergency light fixture, the date battery was changed.
3. Check light and bell for proper operation.

IV. **ANNUAL MAINTENANCE**

A. Hoistways

1. Check limit, landing and slowdown switches.
2. Clean sills.

B. Hall

1. Check hall button contacts, springs wiring, etc.; clean if necessary.

C. Traveling Cable

1. Check wear, insulation, hanging and junction box connections.

D. Pressure Relief Valve

1. Test annually

E. Hoistway Doors

1. Check for proper clearances, adjust if necessary.
2. Check bottom gibs, struts, sill, headers and fastenings.
3. Clean and adjust door contacts, if necessary.
4. Check relating cable for wear, replace if necessary.
5. Clean and lubricate tracks, hangars, upthrusts, etc., adjust if necessary.

The following services shall be performed at intervals specified in the American National Elevator Safety Code for Elevators and Dumbwaiters manual. The tests will be witnessed by a licensed State Elevator Inspector. To include, but not be limited to these tests.

1. 5-Year Safety Test for electric elevators.
2. 3-Year Safety Test for hydraulic elevators.

All safety deficiencies or damage to the elevators caused by the safety test shall be corrected immediately by the Contractor.