

**SPECIFICATIONS FOR ELEVATOR MAINTENANCE SERVICE
AT THE FOREIGN-TRADE ZONE, PIER 2**

OBJECTIVE

The Foreign-Trade Zone (FTZ) (hereinafter “STATE”) is a State facility whose mission is to increase the amount of international trade activity in Hawaii, thereby increasing employment opportunities for the people of Hawaii. We do this by encouraging manufacturing, stimulating capital investment, generating employment opportunities, and facilitating exports of locally manufactured goods by reducing barriers and costs associated with international trade. The Foreign-Trade Zone is a seven-acre facility located at 521 Ala Moana Boulevard, Honolulu, Hawaii 96813.

The purpose of this solicitation is to obtain elevator maintenance service for the FTZ’s Pier 2 facility.

SCOPE OF SERVICES

The CONTRACTOR shall furnish all labor, tools, equipment, materials, supplies, supervision, and all other items to satisfactorily maintain in proper and safe operating condition TWO (2) OTIS GEN2 PASSENGER ELEVATORS, WITH TWO STOPS and ONE (1) SAVARIA WHEELCHAIR LIFT, WITH TWO STOPS at the Foreign-Trade Zone No. 9 (FTZ), Pier 2, Honolulu location.

- ONE (1) SAVARIA WHEELCHAIR LIFT capacity 750#, speed 20fpm, with two (2) stops.
- TWO (2) OTIS GEN2 PASSENGER ELEVATORS, with two (2) stops.

Extensions of this contract will be for 12-month periods, as it has the possibility of three (3) additional yearly extensions.

SPECIFICATIONS

CONTRACTOR shall perform quarterly inspections and maintenance on the SAVARIA WHEELCHAIR LIFT to ensure the elevator equipment is properly adjusted and use all reasonable care to maintain the equipment in a proper and safe operating condition in compliance with any and all State, Federal, and City and County laws, ordinances, and regulations. CONTRACTOR shall ensure that equipment passes all safety inspections.

CONTRACTOR shall perform monthly inspections and maintenance on the OTIS GEN2 PASSENGER ELEVATORS to ensure the elevator equipment is properly adjusted and use all reasonable care to maintain the equipment in a proper and safe operating condition in compliance with any and all State, Federal, and City and County laws, ordinances, and regulations. CONTRACTOR shall ensure that equipment passes all safety inspections.

CONTRACTOR shall also provide emergency minor adjustment call back services at any time upon STATE's request. Emergency call back rates shall be specified as part of this bid. CONTRACTOR must respond to emergency call backs within two (2) hours from when STATE places call to Contractor.

CONTRACTOR shall supply a written report of all services performed with a verbal explanation of the work to the designated Officer-in-Charge (OIC).

CONTRACTOR shall check in with the OIC prior to any work performed and will again check in with the OIC after the work has been completed prior to leaving the premises with a verbal synopsis of the work performed.

CONTRACTOR shall advise the OIC of any issues or potential problems with the elevator's mechanical or electrical system discovered while conducting routine maintenance or during emergency repair work.

CONTRACTOR shall also be the elevator emergency phone contact.

WORK CONDUCT

1. GENERAL

The CONTRACTOR shall perform all services in a safe and efficient manner. The CONTRACTOR shall employ the best industry practices to provide services as specified herein. The CONTRACTOR shall further assure that the performance of work specified herein shall be in complete compliance with any applicable rules and regulations of all Federal, State, and Local governmental agencies.

- a. The CONTRACTOR shall proceed with the work described herein upon notification by the FTZ.
- b. The CONTRACTOR shall employ, insofar as is reasonably possible, such methods and means of carrying out its work so as not to cause any interruption or interference to the FTZ No. 9 operations.
- c. The CONTRACTOR and its employees shall not be allowed to park in zones assigned to facility personnel/tenants.
- d. The FTZ reserves the right at any time to contract for, or otherwise perform other or additional work, within the contract zone limits of the Contract. The CONTRACTOR of this project shall, to the extent ordered by the FTZ, conduct the CONTRACTOR's work so as not to interfere with or hinder the progress or completion of the work performed by other contractors.

2. WORK PERFORMANCE

The CONTRACTOR shall be solely responsible for the satisfactory completion of all work performed in accordance with the specifications herein.

Services shall be provided with a minimum of interruption to the regular course of operations at the Foreign-Trade Zone facility. The CONTRACTOR shall provide regular

monthly systemic inspections and maintenance of the elevators' mechanical and electrical systems and shall perform all work in a professional manner.

3. SAFE PERFORMANCE OF WORK

The CONTRACTOR shall be required to protect the occupants and the general public from any unsafe conditions during the performance of services and/or as a result of the services. The CONTRACTOR shall provide and use safety devices such as barricades, cones, barriers and the like, as required. Safety devices shall be set up in a manner to restrict access to the area, to prevent accidents to building occupants, as well as the general public.

4. QUALITY CONTROL

- a. The FTZ reserves the right to monitor the CONTRACTOR'S job performance at any time in accordance with the requirements of the Contract and to ensure that the quality of work is maintained at the standard established at the start of the Contract. The FTZ Officer-in-Charge (OIC) may require the CONTRACTOR to accompany the FTZ OIC in conducting evaluations in which event the arrangements will be made by the FTZ OIC.
- b. The CONTRACTOR must assure and be responsible for the continuity of service activities in the event of staff illness, medical emergencies, vacancies, or other situations that result in program resources that are less than proposed and contracted for. The CONTRACTOR must not require or depend on STATE staff to provide service activities in the event that program resources are not available due to the above situations.
- c. When a disagreement arises between the CONTRACTOR and the STATE in regards to the performance of specific service requirements within the Contract specifications, the wishes of the STATE shall prevail. Failure on the part of the CONTRACTOR to comply shall be deemed cause for corrective action and subject to contractual remedies.
- d. STATE reserves the right to reduce, amend, or expand the "Scope of Services."

TIME OF PERFORMANCE

The Contract shall be effective on or about **July 1, 2026, and shall terminate June 30, 2027**, unless the Contract is sooner terminated or extended as therein provided. The Contract may be extended without the necessity of rebidding for a period not to exceed three (3) additional twelve (12)- month periods in accordance with the following:

1. CONTRACTOR satisfactorily provides the services requested during the initial period of performance;
2. Funds are available to pay for the services;
3. The FTZ (STATE) wishes to exercise its option to extend the Contract;
4. The Contract price remains the same or lower than the initial price bid;
5. Any extension shall be mutually agreed upon in writing a minimum of thirty (30) days prior to expiration of the Contract.

RESPONSIBILITY OF BIDDERS

The CONTRACTOR is advised that, prior to award of a contract under this solicitation, the most responsive and responsible bidder submitting the lowest price shall furnish proof of compliance with the requirements of Sections 103D-310(c), HRS. A “Certificate of Vendor Compliance” must be provided as proof of compliance through Hawaii Compliance Express (HCE). HCE allows the CONTRACTOR to collectively apply for these certificates. To use HCE, businesses must register online through a simple wizard interface at <http://vendors.ehawaii.gov/hce/splash/welcome.html>. The HCE provides current compliance status as of the issuance date. The “Certificate of Vendor Compliance,” indicating that the vendor’s status is compliant with the requirements of HRS Section 103D-310(c), shall be accepted for both contracting purposes and final payment. Vendors will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC), for use of the HCE system. **All Vendors must participate in the HCE program and must submit a “Certificate of Vendor Compliance” before being awarded the Contract.**

1. **Final Payment Requirements.** The CONTRACTOR is required to submit an original “Certificate of Vendor Compliance” from Hawaii Compliance Express as proof of compliance before final payment. The Certificate of Vendor Compliance must be valid within thirty (30) days of submission for final payment.
2. **Timely Submission of “Certificate of Vendor Compliance”.** The “Certificate of Vendor Compliance” should be applied for and submitted to the Foreign-Trade Zone No. 9 Business Office as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, a bid otherwise responsive and responsible may not receive the award.

REFERENCES

In order to be considered for award under this IFB, the Bidder must provide with its bid, documentation satisfactory to the STATE to substantiate that the Bidder and any personnel proposed to be assigned to perform the services of this Contract possesses the following qualifications.

Bidder will list at least five (5) references in the State of Hawaii, other than the State of Hawaii government, for whom Bidder has performed a total coverage mechanical maintenance service of machine-room less traction elevators on a regular basis that is similar in nature and volume to services specified herein, that will qualify Bidder to perform the project. The STATE reserves the right to contact the references provided and to reject any bid submitted by a Contractor whose performance on other service contracts similar to this one has been proven unsatisfactory.

Upon request by the STATE, the Bidder shall have five (5) working days to provide additional information/documentation. Failure to do so may result in disqualification of Bidder.

COMPENSATION

1. Award shall be made to the most responsive and responsible bidder submitting the lowest price. Price shall be on a monthly basis with a total amount for one year.
2. Payments shall be made only after satisfactory completion of each task or service as specified herein.
3. If any work is not in full compliance with these specifications, the CONTRACTOR shall make all necessary corrections to the full satisfaction of the STATE and at no additional cost to the STATE. The CONTRACTOR shall perform corrective work within the period allowed by the STATE.
4. **Normal emergency call back service hours** are defined to be all services rendered between the hours of 7:30 a.m. to 4:00 p.m., HST, Monday through Friday, except State holidays.
5. **Other than normal emergency call back service hours** are defined to be all services rendered during other than normal emergency service hours as described in Item 4.
6. In the event call back hours in excess of what is provided for in the contract are approved by the STATE, the STATE will issue a change order and the CONTRACTOR's call back service hourly rates shall be the same as the bid amount.
7. The CONTRACTOR will invoice all parts required for annual and call back services at cost plus ten percent.
8. The CONTRACTOR will be allowed an annual parts allowance of \$3,000 for all annual and emergency services rendered. Parts exceeding the \$3,000 allowance will be solicited and procured separately from this Contract.

INVOICING AND PAYMENT

1. The CONTRACTOR shall be paid monthly upon submission of a properly executed original invoice and two copies for regular maintenance service.
2. Emergency call back services and parts shall be invoiced separately per incident.

GENERAL CONDITIONS

1. The State of Hawaii's General Conditions will be made a part of the Contract.
2. In the event of a conflict between the GENERAL CONDITIONS and the SPECIAL CONDITIONS of the Contract, the SPECIAL CONDITIONS shall control.

SPECIAL CONDITIONS

1. The Director of the Department of Business, Economic Development and Tourism or his designated representative, the FTZ Administrator, reserves the right to cancel this solicitation at any time and all bids may be rejected in whole or in part when it is in the best interest of the STATE.
2. Award, if any, shall be made on a firm fixed fee basis to the responsive and responsible bidder who has submitted the lowest bid in accordance with this solicitation. The award shall be based on the total bid for the work described herein.
3. All work and products shall conform to all applicable City and County, State and Federal rules and regulations.
4. CONTRACTOR shall be required to have any contractor, vocational, and professional licenses necessary to perform this work.
5. CONTRACTOR shall procure at its sole expense and maintain in full force and effect throughout the term of the Contract, including any extensions, insurance coverage acceptable to the STATE. Prior to the effective date of the Contract, the CONTRACTOR shall provide to the STATE proof of the following minimum insurance coverage(s) and limit(s). Upon request by the STATE, the CONTRACTOR shall furnish a copy of the policy or policies.

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities, or contractual liability by the CONTRACTOR, its employees and subcontractors. For any subcontractor not insured by the CONTRACTOR, the CONTRACTOR shall provide proof of the subcontractor's insurance fulfilling the requirements herein. This insurance shall include bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence, with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The CONTRACTOR shall be responsible for payment of any deductible applicable to the policy.

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person; \$1,000,000 for bodily injury for each accident; and \$1,000,000 for property damage for each accident.

Appropriate levels of per occurrence coverage for workers' compensation and any other insurance coverage required by federal or state law.

The STATE shall retain the right at any time to review the coverage, form, and amount of the insurance required herein. If, in the opinion of the STATE, the insurance provisions in the Contract do not provide adequate protection, the STATE may request that CONTRACTOR obtain additional insurance sufficient in coverage, form, and amount to provide the protection required. The request shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks involved. If the

CONTRACTOR is unable to provide the additional coverage as requested, the STATE reserves the right to terminate the Contract with prior written notice.

CONTRACTOR shall immediately provide written notice to the contracting agency should any of the insurance policies evidenced on its certificate of insurance or endorsement be cancelled, limited in scope, or not renewed upon expiration.

The insurance policy(s) shall contain the following clauses:

- a) “The State of Hawaii, its departments, attached agencies, officers, employees, and agents are added as additional insured with respect to operations performed for the State of Hawaii.”
- b) “It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.”

CONTRACTOR agrees to a Waiver of Subrogation for each required policy described herein. When required by the insurer or should a policy condition not permit the CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, the CONTRACTOR shall notify the insurer and request that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

Failure of CONTRACTOR to provide and keep in force such insurance shall be regarded as material default under the Contract, entitling the STATE to exercise any or all of the remedies provided in the Contract for a default of the CONTRACTOR.

The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR’s liability hereunder or to fulfill the indemnification provisions and requirements of the Contract. Notwithstanding said policy or policies of insurance, the CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the Contract.

LIQUIDATED DAMAGES

Liquidated damages are fixed at the sum of FIFTY AND NO/100 DOLLARS (\$50.00) for each and every occurrence the CONTRACTOR fails to respond to an emergency call back within the timeframe noted above. Liquidated damages may be deducted from any payments due or that may become due to the CONTRACTOR.

NON-PERFORMANCE OF WORK OR LATE DELIVERIES

In the event the CONTRACTOR does not, for any reason, perform any or all of the services on the scheduled day of services, or in accordance with the specifications herein, the

CONTRACTOR shall notify the Officer-in-Charge and the Officer-in-Charge shall determine that the CONTRACTOR:

1. Provide the services on a non-scheduled day during the same week; or
2. Not be compensated for work not done in an amount equal to the prorated cost based on the price bid for said work or pay the cost to engage the services of another company to perform the services, whichever is greater.