

STATE OF HAWAII  
DEPARTMENT OF EDUCATION  
PROCUREMENT AND CONTRACTS BRANCH

AUGUST 20, 2020

INVITATION FOR BIDS

IFB No. D21-032

SEALED BIDS

TO

PROVIDE ELEVATOR MAINTENANCE SERVICES  
TO VARIOUS SCHOOLS OF THE  
HAWAII DEPARTMENT OF EDUCATION STATEWIDE

**will be received through the Hawaii Electronic Procurement System (HlePRO) at  
<https://hiepro.ehawaii.gov/welcome.html> until 4:30 p.m., Hawaii Standard Time (HST)**

on

**SEPTEMBER 10, 2020**

Offerors interested in responding to this electronic solicitation must be registered on the HlePRO (<https://hiepro.ehawaii.gov/welcome.html>) in order to participate in this procurement. Registration is free. Once registered, Offerors can login to view and respond to the HlePRO solicitation.

Questions relating to this solicitation may be directed to Louise Yasuda, Procurement and Contracts Support Specialist, at telephone (808) 675-0130, via facsimile (808) 675-0133, or via email at [louise.yasuda@k12.hi.us](mailto:louise.yasuda@k12.hi.us).

**TO PROVIDE ELEVATOR MAINTENANCE SERVICES  
TO VARIOUS SCHOOLS OF THE DEPARTMENT OF EDUCATION STATEWIDE  
IFB D21-032**

Chief Procurement Officer  
State of Hawaii, Department of Education  
Honolulu, Hawaii 96813

To Whom It May Concern:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications, Special Conditions, and General Conditions attached hereto and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check  one only)**

- A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
- A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: \_\_\_\_\_

Offeror is:

Sole Proprietor     Partnership     Corporation     Joint Venture     Other \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_ Hawaii General Excise Tax License I.D. No.: \_\_\_\_\_

Payment address (other than street address is: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

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

Respectfully submitted:

Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
Authorized (Original) Signature

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Type or Print)

E-mail Address: \_\_\_\_\_

\* \_\_\_\_\_  
**Exact Legal Name of Company (Offeror)**

\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed: \_\_\_\_\_

**WAGE CERTIFICATE**

Subject: Project No. IFB D21-032

Description of Project: To Provide Elevator Maintenance Services to Various Schools of the Department of Education Statewide

Pursuant to §103-55, HRS, I hereby certify that, if awarded a contract in excess of \$25,000.00, the services to be performed will be performed in accordance with 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 the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.

Services Performed by Laborers and Mechanics:

The CONTRACTOR or the CONTRACTOR's subcontractor shall give a copy of the rates of wages to each laborer and mechanic employed under the contract by the CONTRACTOR at the time each laborer and mechanic is employed; provided that the CONTRACTOR does not have to provide the CONTRACTOR's employees the wage rate schedules where there is a collective bargaining agreement.

2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

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 accessible to all employees, or the CONTRACTOR may include such notice with each paycheck or pay envelope furnished to the employee

I understand that, in addition to the base wages required by §103-55, HRS, all payments required by federal and state laws that employers must make for the benefit of their employees shall be paid.

Offeror: \_\_\_\_\_

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

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

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

## STATE OF HAWAII

### SCOPE OF SERVICES

#### 1. SCOPE

The CONTRACTOR shall furnish all labor, materials, parts, tools, lubricants, equipment, transportation, and supervision necessary for the complete inspection, maintenance, testing, and repair of the elevators located at various schools statewide in accordance with these Specifications and Exhibit B, "Elevator Equipment Schedule – Groups I, II, III, IV" attached. The CONTRACTOR shall completely guarantee the safe and satisfactory operation of all elevators within the scope of this contract.

The CONTRACTOR shall possess and maintain a valid Hawaii C-16 Elevator CONTRACTORS license for the duration of this contract and any extensions agreed upon. The CONTRACTOR shall have a minimum of three (3) consecutive years of experience in the field of the maintenance and repairs of elevators.

#### 2. DESCRIPTION OF WORK

- 2.1. The CONTRACTOR shall perform complete maintenance, inspection, testing, and repair services of the elevators listed herein. The services shall be performed under the CONTRACTOR's supervision by the CONTRACTOR's State Certified and licensed Journeyman Elevator Mechanics, skilled, trained, and experienced elevator service personnel in accordance with the requirements of the latest edition of the American Society of Mechanical Engineers (ASME) A17.1 and all other applicable laws, regulations, rules ordinances, codes, the best commercial practices governing the maintenance of the types of elevators and services as specified herein or the manufacturer's original specifications, whichever is more stringent. The ASME A17.2 *Guide for Inspection of Elevators, Escalators, and Moving Walks*, shall be used as a guide to establish that equipment is operating safely. In situations requiring clarification of regulations, the State of Hawaii, Department of Education, Facilities Maintenance Branch (FMB) and Department of Accounting and General Services (DAGS) shall refer to the State of Hawaii Department of Labor & Industrial Relations, Hawaii Occupational Safety and Health Division, Boiler and Elevator Inspection Branch for guidance. All maintenance services shall be subject to inspection and approval by the Contract Administer (CA).
- 2.2. Such service shall include regularly scheduled maintenance, inspections and testing tasks for each equipment listed herein, including systematic examination, cleaning, lubricating, adjusting, and as conditions warrant, making necessary repairs.
- 2.3. The CONTRACTOR shall repair or replace all worn, failed or doubtful components and parts as required to ensure safe and satisfactory operation of all elevator equipment. Replacement parts shall be of similar design and quality to maintain system integrity and serviceability.
- 2.4. Upon arrival at the job site, the CONTRACTOR shall first report to the school's business office and follow any school procedures that may be established for campus visitors.
- 2.5. In the performance of all work under this contract, the CONTRACTOR agrees to abide by all existing laws, codes, rules and regulations set forth by the appropriate authorities who have jurisdiction over the specific location where the work is to be performed.
- 2.6. The CONTRACTOR shall make periodic tests and maintenance inspections/services of all elevator equipment as required by current applicable safety codes for elevators. Written reports shall be submitted to FMB for schools on Oahu or to the appropriate DAGS neighbor island District Offices.
- 2.7. The CONTRACTOR shall be responsible for all costs necessary to maintain and repair all elevators listed for complete and satisfactory operation. Any questions as to the satisfactory performance of

maintenance service and testing, including the safe and satisfactory operation of all equipment and systems shall be determined by the CA. This mandates that the elevator(s) under contract shall be capable of meeting their original speed and performance criteria under any load condition at all times. The STATE reserves the right to make such tests as deemed advisable to ascertain that the requirements of these conditions are being fulfilled.

2.8. The CONTRACTOR shall not be required or responsible:

These repairs shall be considered billable and shall follow the requirements of Section 9. ALLOWABLE COSTS FOR PARTS AND SUBCONTRACTOR WORK.

- 2.8.1. 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.
  - 2.8.2. for repairs of damages due to vandalism, misuse, abuse, malicious mischief, fire, explosion, earthquake, theft, floods, water, storm, power issues, repairs by others or related damages that can be attributed to causes beyond the CONTRACTOR's control except ordinary wear. The CONTRACTOR shall immediately notify the Contract Administrator (CA) or the designated representative of the situation, document the cause, and recommend repairs. The CONTRACTOR shall substantiate all instances due to utility power supply outages, surges and other power fluctuations, and shall provide the power supplier's documentation (i.e. HECO, MECO, KIUC, HELCO, etc.) pertaining to the power issues. However, the CONTRACTOR shall be responsible for such repairs if the damages are caused by the CONTRACTOR's employees, servants, sub-contractors, or agents, failure to properly maintain, close, secure or leave the elevator equipment in proper operating condition. Furthermore, when the CONTRACTOR claims that the damage was caused by vandalism, misuse, abuse, and malicious mischief, the CONTRACTOR shall be responsible for proving proof to substantiate their claim. The STATE shall ultimately determine whether any of these events occurred or not.
  - 2.8.3. to repair/replace car enclosures (including but not limited to wall panels, door panels, car gates, plenum chambers, hung ceilings, handrails, mirrors and floor covering, non-emergency lighting relative to light diffusers, light tubes and bulbs) rail alignment when affected by building compression or shifting, hoistway enclosures, hoistway gates, hoistway inserts and brackets, main line disconnect switches or fuses, door, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, underground jacks
  - 2.8.4. for all computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system, the telephone lines or connection to the service provider other than the CONTRACTOR, intercoms, safety signaling equipment not installed by the manufacturer.
- 2.9. The CONTRACTOR shall regularly and systematically examine, adjust, lubricate, and, if conditions warrant, repair or replace to original specifications, the following:
- 2.9.1. Machine: Including worn, gear, thrust bearings, drive sheave, sheave shaft bearings, brake coil, brake linings, and components.
  - 2.9.2. Elevator Pump Unit: Including pump, V-belts, strainers, silencers, springs and gaskets.
  - 2.9.3. Motor Generator: Including windings, bearings, rotating element, commutators, brushes and brush holders.

- 2.9.4. Jack Unit: Including guide bearing, packing and packing gland.
  - 2.9.5. Controller: Including relays, resistors, contacts, coils, leads, transformers, fuses, timing devices and solid state components.
  - 2.9.6. Valves: Including relief valve, pilot, lowering, leveling and checking valves; or any of the parts thereof.
  - 2.9.7. Dispatching Equipment: Including relays, resistors, contacts, coils, leads, fuses, transformers and solid state components.
  - 2.9.8. Selector: Including electrical or mechanical drive components, cam contacts, relays, resistors, leads, transformers and solid state components.
  - 2.9.9. Governor: Including sheave, bearings, shafts, contacts and governor jaws.
  - 2.9.10. Car: Including power door operator, door protective devices, car door hangers, car door contact, load weighing equipment, car safety devices and car guide shoes.
  - 2.9.11. Hoistway: Including deflector 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 gibs and auxiliary closer.
  - 2.9.12. Counterweight: Including roller guides and sheaves.
  - 2.9.13. Fixtures: Car and hall button stations, master indicator control panel, all signal fixtures including contacts, buttons, key switches and locks, lamps and sockets.
  - 2.9.14. Wire Ropes: Renew/replace as often as necessary to maintain an adequate factor of safety.
  - 2.9.15. Manufacturer Installed Equipment: maintain, pursuant to the manufacturer's recommendations, all other equipment installed by the manufacturer that are exclusively dedicated to the elevator system.
  - 2.9.16. Elevator Pit Equipment and Sump Pump: motor, pump, shafts, bearing, valves, floats, switches, contacts and wiring.
- 2.10. The CONTRACTOR shall ensure the elevator(s) under contract shall be capable of meeting their original speed and performance specification under maximum load conditions at all times. The CONTRACTOR shall maintain the original performance standards and specifications for each of the elevators. The following shall be used to determine compliance:
- 2.10.1. Floor-to-floor times are measured from 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.
  - 2.10.2. Door opening times are measured from the start of the car door open until doors are in the fully open position.
  - 2.10.3. Door closing times are measured from the start of door close until hoistway doors are fully closed. Contact times will be those shown or minimum permitted by code, wherever is greater.

2.10.4. Stopping accuracy shall be measured under all load conditions.

2.10.5. Variance from rated speed, regardless of load, shall not exceed plus five percent (+5%).

2.10.6. Door closing pressure shall not exceed thirty (30) pounds.

In accomplishing the above requirements, the 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. The CA reserves the right to require performance tests to demonstrate that these conditions are met.

- 2.11. The CONTRACTOR shall facilitate and conduct all performance tests as specified in the American Society of Mechanical Engineers Code for Elevators and Escalators manual and those required by the State of Hawaii, in effect as of the date of this contract. Performance test required by the State of Hawaii shall be witnessed by a Department of Labor and Industrial Relations – Hawaii Occupational Safety and Health (DLIR-HIOSH) licensed State Elevator Inspector.

At minimum, the following test shall be conducted:

2.11.1. 5-year Safety test for electric elevators.

2.11.2. 3-year Safety test for hydraulic elevators.

2.11.3. Annual no-load. Low speed test of car, counterweight safeties, governors and buffers;

2.11.4. Within the first year, perform full-load, rated speed test of the hydraulic buffers and the safeties on all cable Elevators;

2.11.5. Annual pressure test on all hydraulic Elevators as required by ASME A17.1

The CONTRACTOR shall make these periodic tests and maintenance inspections/services for all elevator equipment as required by current applicable safety codes for elevators. Written reports shall be submitted to FMB for schools on Oahu or to the appropriate DAGS neighbor island district offices.

Service and certificate fees received from the State of Hawaii, Department of Labor and Industrial Relations for the above tests or inspections shall be paid by the STATE. The CONTRACTOR shall provide labor, equipment, tools, and labor supervision as required by governing-authorities. The CONTRACTOR shall also be responsible for all planning and coordination between all the parties involved or affected by the tests or inspections. CONTRACTOR's expenses for these tests or inspections shall be included in this contract.

All safety deficiencies or damage to the elevators or building structure caused by the safety tests and/or inspections shall be corrected immediately by the CONTRACTOR at his expense.

- 2.12. Annual or Permit Renewal Inspection Discrepancies from State governing authorities. The CONTRACTOR shall correct and report to the CA and to the Hawaii's Department of Labor and Industrial Relations the completion of all discrepancies from the State of Hawaii, Department of Labor and Industrial Relation's Annual (permit renewal) Inspection that the CONTRACTOR is responsible for in a timely manner which means that the discrepancies must be completed before the designated "Correction Due Date" indicated in the Notice of Discrepancies. The CONTRACTOR shall reimburse the STATE by crediting the monthly billing for any re-inspection fees caused by a "Repeat" discrepancy(ies) due to the CONTRACTOR's failure to correct the discrepancy(ies) they are responsible for on time.

The CONTRACTOR after receipt of the DLIR's Inspection Report and Notice of Discrepancies shall mark the responsibility of each discrepancy, either STATE or CONTRACTOR, and send a copy of the marked up report to FMB/DAGS.

- 2.13 The school or STATE will notify the CONTRACTOR of any flooding in the elevator pit. In addition, the CONTRACTOR shall, while performing scheduled maintenance service shall notify the STATE **immediately** of any flooding in the elevator pit, sump pump pit or retention basin. In each instance, the CONTRACTOR shall provide a cost proposal for the work to be performed (water/oil removal, disposal, repairs, etc.) to the STATE within one (1) working day. If a cost proposal cannot be submitted after one (1) working day, the CONTRACTOR shall inform the POC of the details of actions taken and shall provide an estimated date of submission when available. A proposal must be provided within ten (10) working days and the CONTRACTOR must provide an explanation if otherwise. If the repair to be done is approved by STATE, payment shall be made through purchase order after the work is completed, based on the hourly rate listed on the Offer page for Authorized Extra Work.

### **3. ITEMIZED MAINTENANCE SERVICE TASKS**

All maintenance services performed by the CONTRACTOR shall include applicable items listed, including but not limited to the following itemized maintenance tasks:

#### **3.1. Electric Elevators**

##### **Monthly Maintenance Service**

- 3.1.1. Car Operation. Ride car to detect and repair any improper operation of the car doors, hoistway doors, acceleration, deceleration and leveling accuracy. Investigate any malfunctions which may have occurred in connection with the operation of the elevator since the last maintenance visit and take corrective action.
- 3.1.2. Car. Examine the car station for worn, cracked, loose or malfunctioning buttons and switches. Replace cracked or worn buttons. Repair malfunctioning buttons and switches. Replace burnt out bulbs in the position indicators or in the car station panel. Clean the car top and lubricate pivot points and bearing where necessary.
- 3.1.3. Car Door and Operator. Examine and clean. Tighten any loose screws or bolts and replace worn pins and bearings. Check door vanes and gibs and tighten, repair or replace if necessary. Lubricate moving parts as required. Check safety edges and light ray for proper operation. Adjust if necessary.
- Clean door sill grooves from any foreign objects or debris.
- 3.1.4. Wire Ropes and Fastenings. Examine all wire ropes and fastenings. Lubricate and clean as required. Report any unsafe conditions to the FMB or DAGS-Neighbor Island District Office immediately. Check and adjust the hoist and compensation ropes for equal tension.
- 3.1.5. Bi-Parting Doors and Gates. Clean, lubricate and insure proper operation of checks, chains, gears, motors, linkages. Clean and inspect all gate and door contacts; adjust if necessary. Examine the retiring cam for worn pins and loose bolts. Adjust and lubricate as required. Clean and lubricate gate and door guide rails.
- 3.1.6. Motor and MG Set. General inspection of machine, sheaves, worn and gear, brakes, etc. Clean off dust and wipe up oil spills. Replace brushes as necessary. Check commutator for wear. Follow manufacturer's recommendations for proper care of commutator. Check for unusual noise or vibrations and take corrective action.



- 3.1.7. Selector. Check for proper operation. Clean, lubricate and adjust as required. Ensure proper lubrication of selector tape and sheaves. Wipe excess oil from selector and from drip pans.
- 3.1.8. Controller. Observe the controller for proper operation of relays, contacts, sequence of operations, timing, etc. Clean pitted or oxidized contacts; replace if necessary. Replace coils or shunts with brittle insulation. Check fuses for overheating and take necessary action.
- 3.1.9 Pit and Pit Equipment. Clean and examine. Lubricate pit equipment as required. Check governor tail sheave and comp sheave for proper clearances and take necessary action. Check pit light, light bulb guard and sump pump operation; replace burned-out light bulbs, repair or replace light bulb guards, repair and report malfunctioning sump pumps and pit lighting where applicable. Clean pit flooring from all debris, fluids, oil, grease drippings or spills.
- 3.1.10 Miscellaneous
  - 3.1.10.1 Clean machine room floor.
  - 3.1.10.2 Keep the exterior of the machinery clean. Keep it properly painted and presentable at all times.
  - 3.1.10.3 Check floor indicator panels in lobby and replace burnt out lamps.
  - 3.1.10.4 Examine hall button stations and signal system for proper operation. Replace cracked or worn buttons and burned-out bulbs as necessary.
  - 3.1.10.5 Check hall lanterns for proper operation. Replace burnt out gong coils and lamps.
  - 3.1.10.6 Check Emergency communication
  - 3.1.10.7 Check operation of inspection and access key switches for proper operation. Adjust or repair as necessary.
  - 3.1.10.8 Clean hoistway sill for obstructions or debris.
  - 3.1.10.9 Perform monthly operation tests on Phase I and Phase II Firefighter's Service per ASME A17.1.
  - 3.1.10.10 Check emergency phone's operation. The phone shall be connected to the CONTRACTOR's Emergency Response Center. Re-program and/or adjust operation as needed. Report status in the service report.

**Quarterly Maintenance Service**

- 3.1.11 Car
  - 3.1.11.1 Check alarm bell and communications system. Repair or report any malfunctions.
  - 3.1.11.2 Clean light fixture.
  - 3.1.11.3 Check adjustment of car shoes and/or roller guides. Clean and lubricate as required.
  - 3.1.11.4 Check emergency switches.
- 3.1.12 Counterweight
  - 3.1.12.1 Check adjustment of roller guides. Clean and lubricate as required.
- 3.1.13 Motors and Generators
  - 3.1.13.1 Clean all commutators. Polish all brush stems.

- 3.1.13.2 Renew or reseal brushes as necessary.
- 3.1.13.3 Clean armatures and motors with blower or vacuum.
- 3.1.13.4 Check armature and rotor clearance.
- 3.1.13.5 Check motor and MG set connections. Tighten if necessary.
- 3.1.13.6 Check oil in bearings. Add oil or change if necessary.
- 3.1.13.7 Clean brush rigging and housing.

**Semi-Annual Maintenance Service**

3.1.14 Door Operator

- 3.1.14.1 Check fastenings, operation of checks, interlocks, etc. Adjust as required.
- 3.1.14.2 Check the inertia of doors. Make Adjustments as required.
- 3.1.14.3 Check oil in gear case. Change if necessary.

3.1.15 Selector. Check and adjust selector for proper operation. Check gears and chains for wear and proper lubrication.

3.1.16 Car

- 3.1.16.1 Check stile channels for bends or cracks, also car frame, cams and supports.
- 3.1.16.2 Check gate or door upthrust, check and clean sill grooves, bottom guides, etc.
- 3.1.16.3 Check selector tape hitches and broken tape switch.

3.1.17 Controllers

- 3.1.17.1 Clean with blower.
- 3.1.17.2 Check alignment of switches, relays, timers, etc. Clean and make adjustments as necessary.
- 3.1.17.3 Check all condensers, resistance tubes and grids.
- 3.1.17.4 Check oil in overload relays.
- 3.1.17.5 Check settings and operation of overloads.
- 3.1.17.6 Clean and check fuses and holders.
- 3.1.17.7 Check all controller connections.

3.1.18 Pit

- 3.1.18.1 Check governor and tape tension sheave fastenings.
- 3.1.18.2 Check oil level in buffers.
- 3.1.18.3 Lubricate compensating sheave and inspect hitches.
- 3.1.18.4 Empty and clean drip pans.

3.1.19 Emergency Lights

- 3.1.19.1 Change batteries as per manufacturer's recommendation or as needed.
- 3.1.19.2 Record on emergency light fixture the date batteries are changed.
- 3.1.19.3 Clean light and light lens.
- 3.1.19.4 Check light and bell for proper operation.

3.1.20 Miscellaneous

- 3.1.20.1 Clean car grill and stile channels.
- 3.1.20.2 Group supervisory control systems where installed shall be checked out a minimum of once every six (6) months.
- 3.1.20.3 The system's dispatching, scheduling and emergency service features shall be tested and adjusted in accordance with manufacturer's specifications.
- 3.1.20.4 The CONTRACTOR shall prove to the satisfaction of the FMB or DAGS Neighbor Island District Office or representative that the system functions properly.
- 3.1.20.5 All work shall be performed during other than normal working hours with no inconvenience to building occupants. A full report covering adjustment time intervals, dispatch times on various programs, door standing and door opening and closing speeds shall be furnished as directed.

**Annual Maintenance Service**

3.1.21 Load Weighing Switches. Check and adjust with weights if necessary.

3.1.22 Hoistways

- 3.1.22.1 Check, clean and adjust guide rails, cams and fastenings and counterweights.
- 3.1.22.2 Check limit, landing and slowdown switches.
- 3.1.22.3 Lubricate pins and rollers.

3.1.23 Guide Shoes and Roller Guides

- 3.1.23.1 Lubricate guide shoe stems and adjust if necessary.
- 3.1.23.2 Lubricate wheel bearing sparingly.

3.1.24 Sheaves

- 3.1.24.1 Observe if sheaves are tight on shaft.
- 3.1.24.2 Sound spokes and rim with hammer for cracks.
- 3.1.24.3 Check sheaves for proper lubrication. Add grease only if necessary.

3.1.25 Hall

- 3.1.25.1 Check hall button contacts, springs, wiring, etc.
- 3.1.25.2 Clean if necessary.

3.1.26 Traveling Cable. Check wear, insulation, hanging and junction box connections.

3.1.27 Hoistway Doors

- 3.1.27.1 Check for proper clearances. Adjust if necessary.
- 3.1.27.2 Check bottom gibs, struts, headers and fastenings.
- 3.1.27.3 Clean and adjust door contacts, if necessary.
- 3.1.27.4 Check relating cable for wear. Replace if necessary.
- 3.1.27.5 Clean and lubricate tracks, hangars, upthrusts, etc. Adjust if necessary.
- 3.1.27.6 Clean sill grooves from any foreign objects or debris.

3.1.28 Miscellaneous

- 3.1.28.1 Keep the exterior of the machinery clean. Keep it properly painted and presentable at all times.
- 3.1.28.2 Treat the motor windings and controller coils with proper insulating compound.
- 3.1.28.3 Check all ball and roller bearings for proper lubrication. Add lubrication only if necessary.

**3.2 Hydraulic Elevators**

**Monthly Maintenance Service**

- 3.2.1 Car Operation. Ride all cars to detect and repair any improper operation of the car doors, hoistway doors, acceleration, deceleration and leveling accuracy. Investigate any malfunctions which may have occurred in connection with the operation of the elevator since the last maintenance visit and take corrective action. Check for creeping; if excessive, determine cause and correct.
- 3.2.2. Car. Examine the car station for worn, cracked, loose or malfunctioning buttons and switches. Replace cracked or worn buttons. Repair malfunctioning buttons and switches. Replace burnt out bulbs in the position indicators or in the car station panel. Clean the car top and lubricate pivot points and bearings where necessary.
- 3.2.3. Car Door and Operator. Examine and clean. Tighten any loose screws or bolts and replace worn pins and bearings. Check door vanes and gibs and tighten, repair or replace if necessary. Lubricate moving parts as required. Check safety edges and light ray for proper operation and adjust if necessary. Clean sill grooves from any foreign objects or debris.
- 3.2.4. Bi-Parting Doors and Gates. Clean, lubricate and insure proper operation of checks, chains, gears, motors, linkages. Clean and inspect all gate and door contacts; adjust if necessary. Examine the retiring cam for worn pins and loose bolts. Adjust and lubricate as required. Clean and lubricate gate and door guide rails.
- 3.2.5. Motor and Pump Unit. Inspect motor, pump, oil lines, tank, controls, plunger, and packing, etc. Correct any leaks and keep equipment in clean and presentable condition.
- 3.2.6. Controller. Observe the controller for proper operation of relays, contacts, sequence of operations, timing, etc. Clean pitted or oxidized contacts; replace if necessary. Replace coils or shunts with brittle insulation. Check fuses for overheating and take necessary action.
- 3.2.7. Pit and Pit Equipment. Clean and examine. Lubricate pit equipment as required. Clean and remove any oil residue in pit. Check pit light, light bulb guard and sump pump operation; replace burned-out light bulbs, repair or replace light bulb guards and report malfunctioning sump pumps and pit lighting where applicable. Clean pit flooring from all debris, fluids, oil, grease drippings or spills.
- 3.2.8. Miscellaneous
  - 3.2.8.1. Clean machine room floor.

- 3.2.8.2. Keep the exterior of the machinery clean. Keep it properly painted and presentable at all times.
- 3.2.8.3. Check floor indicator panels in lobby and replace burnt out lamps.
- 3.2.8.4. Examine hall button stations and signal system for proper operation. Replace cracked or worn buttons and burned-out bulbs as necessary.
- 3.2.8.5. Check hall lanterns for proper operation. Replace burnt out gong coils and lamps.
- 3.2.8.6. Check operation of inspection and access key switches for proper operation. Adjust or repair as necessary.
- 3.2.8.7. Clean hoistway sill for obstructions or debris.
- 3.2.8.8. Perform monthly operation tests on Phase I and Phase II Firefighter's Service per ASNE A17.1.
- 3.2.8.9. Check emergency lighting and battery source and repair or replace as needed.
- 3.2.8.10. Check emergency phone's operation. The phone shall be connected to the CONTRACTOR's Emergency Response Center. Re-program and/or adjust operation as needed. Report the status in the service report.

### **Quarterly Maintenance Service**

- 3.2.9. Check alarm bell and communication system. Repair or report any malfunctions.
- 3.2.10. Check adjustment of car shoes and/or roller guides. Clean and lubricate as needed.
- 3.2.11. Check emergency switches.

### **Semi-Annual Maintenance Service**

#### 3.2.12. Door Operator

- 3.2.12.1. Check fastenings, operation of checks, interlocks, etc. Adjust as required.
- 3.2.12.2. Check the inertia of doors. Make adjustments, as required.
- 3.2.12.3. Check oil gear case. Change if necessary.

#### 3.2.13. Car

- 3.2.13.1. Check stile channels for bends or cracks, also car frame, cams and supports.
- 3.2.13.2. Check gate or door upthrust, bottom guides, etc.
- 3.2.13.3. Clean sill grooves from any foreign objects or debris.

#### 3.2.14. Controllers

- 3.2.14.1. Clean with blower.
- 3.2.14.2. Check alignment of switches, relays, timers, etc. Clean and make adjustments as necessary.
- 3.2.14.3. Check all condensers, resistance tubes and grids.
- 3.2.14.4. Check oil in overload relays.
- 3.2.14.5. Check settings and operation of overloads.
- 3.2.14.6. Check and clean fuses and holders.
- 3.2.14.7. Check all controller connections.

3.2.15. Emergency Lights

- 3.2.15.1. Change battery as per manufacturer's recommendations.
- 3.2.15.2. Record on emergency light fixture the date battery was changed.
- 3.2.15.3. Clean light and light lens.
- 3.2.15.4. Check light and bell for proper operation.

**Annual Maintenance Service**

3.2.16. Hoistways. Check limit, landing and slowdown switches.

3.2.17. Hall

- 3.2.17.1. Check hall button contacts, springs, wiring, etc.
- 3.2.17.2. Clean if necessary.

3.2.18. Traveling Cable. Check wear, insulation, hanging and junction box connections.

3.2.19. Hoistway Doors

- 3.2.19.1. Check for proper clearances. Adjust if necessary.
- 3.2.19.2. Check bottom gibs, struts, headers and fastenings.
- 3.2.19.3. Clean and adjust door contacts, if necessary.
- 3.2.19.4. Check relating cable for wear. Replace if necessary.
- 3.2.19.5. Clean and lubricate tracks, hangars, upthrusts, etc. Adjust if necessary.
- 3.2.19.6. Clean sill from any foreign objects or debris.

3.2.20. Miscellaneous

- 3.2.20.1. Keep the exterior of the machinery clean. Keep it properly painted and presentable at all times.
- 3.2.20.2. Treat the motor windings and controller coils with proper insulating compound.
- 3.2.20.3. Check all ball and roller bearings for proper lubrication. Add lubrication only if necessary.

**4. RECORDS AND REPORTS**

4.1 Upon issuance of the notice to proceed, the CONTRACTOR shall submit to the CA for approval the proposed Maintenance and Inspection (Monthly, Quarterly, Semiannual and Annual services), and testing schedule for all elevators, a proposed maintenance logbook for each elevator, a service report or a checklist form for use with every maintenance and inspection service, and a service report form for all services or work performed including responding to repairs, emergency calls, trouble calls, other billable repairs and authorized extra work. The submittals should contain enough detail to adequately demonstrate that the terms and conditions of this contract will be met. CONTRACTOR shall also include any other forms to be used and any other evidence in the performance of the requirements of this contract. At the minimum, a service report shall include the following information:

1. Date of Service
2. Work Order and/or PO number
3. School and building location
4. Elevator State ID number (HAW-#)
5. Description of service performed.

6. Materials, parts and equipment used
7. Name and contact information of mechanic
8. Mechanic's Time In and Out
9. Name and original signature of the authorized person certifying the service report

The CONTRACTOR shall use the approved forms and/or checklists to document and substantiate all services or work performed and shall be submitted to the CA or FMB/DAGS. The CA may reject any submittal and reserves the right to provide the CONTRACTOR with preprinted maintenance forms or worksheets to be completed by the CONTRACTOR.

- 4.2 All CONTRACTOR logbooks and/or service reports or checklists, whether for regular maintenance, inspection, trouble calls, emergency calls, billable repairs or authorized extra work, shall be filled out properly and completely at the time of service and shall include: date, time start, time complete, service performed, materials used and costs, service person, elevator location and State ID number, etc. and shall be certified (signed) by a representative of the school (Principal, Vice-Principal, SASA, Clerk or Custodians). Certified service reports or checklists shall be submitted together with the invoice to substantiate the work performed.
- 4.3 The CONTRACTOR shall submit (paper or email) all service reports to the CA or his representative as soon as the service is completed and the report becomes available.

Additionally, the CONTRACTOR shall provide the STATE with summary reports on or before the 15th of each month. The reports shall describe the work performed on each elevator during the preceding month and include the date(s) the work was performed. The report shall also list any existing deficiencies, the action required and or recommendations, and the responsible party. For deficiencies that are the responsibility of the CONTRACTOR, the CONTRACTOR shall include the repair status and the estimated start or completion date for these deficiencies. Alternatively, an internet website which contains the required information may be substituted for the above requirement.

- 4.4 The CONTRACTOR upon issuance of the notice to proceed, shall complete a survey for obsolete equipment, shall notify the HIDEOE and shall provide a cost proposal for the modernization for each of these equipment. The HIDEOE will issue a purchase order for authorized extra work or initiate a competitive project for modernization of the elevator identified as having obsolete equipment. Modernization of these elevators with obsolete equipment shall be subject to availability of funds.

## 5. MAINTENANCE LOGBOOK, CONTROL PLAN AND FIREFIGHTERS INSPECTION LOG

The CONTRACTOR shall prepare and post the log book, control plan and firefighters inspection log (if applicable) at each elevator machine room as described herein, and shall constantly update and maintain the log book on all subsequent service visits. The log book shall include the date and type of maintenance performed, the name of mechanic who performed said service, elevator location and State ID number for each elevator. It will be the CONTRACTOR's responsibility to maintain the logbook by recording the above data after each scheduled maintenance, emergency, repairs, etc. and have the logbook available for inspection by DLIR-HIOSH elevator inspector for each elevator listed herein.

## 6. WORK SCHEDULE

- 6.1 The CONTRACTOR shall perform maintenance, inspection, testing and repair services to elevators in the various schools as listed herein, all in accordance with the best commercial practices, and as required to provide safety and operational reliability.

- 6.2 All maintenance tasks described herein including unlimited emergency call-back service shall be performed between the hours of 7:30 A.M. to 4:00 P.M. on normal working days, Monday through Friday, excluding State holidays and Furlough Fridays (if ongoing), unless requested otherwise by the STATE.
- 6.3 Maintenance and inspection service reports for each elevator shall be certified by a representative of the School (Principal, Vice-Principal, SASA, Clerk or Custodians) and shall be submitted together with the maintenance and inspection invoice to substantiate the work performed.
- 6.3.1 **Monthly** maintenance tasks shall be performed during the last week of the month and no less than **three weeks** or more than five weeks from the last service period.
- 6.3.2 **Quarterly** maintenance tasks shall be performed in March, June, September, and December, during regular monthly service and no less than twelve weeks or more than fourteen weeks from the last service period.
- 6.3.3 **Semi-Annual** maintenance tasks shall be performed in April and October, during regular monthly service and no less than twenty five weeks or more than twenty seven weeks from the last service period.
- 6.3.4 **Annual** maintenance tasks shall be performed in the month of July, during regular monthly service and no less than fifty one weeks or more than fifty three weeks from the last service period.
- 6.4 The CONTRACTOR is required to schedule his work to accommodate and prevent disruption of school operations as much as possible and/or may be required to return at a more appropriate time all at no additional cost to the STATE. Work shall be performed and not missed.
- 6.5 All work performed by the CONTRACTOR shall be subject to random periodic inspection and testing by the CA. The STATE reserves the right to have the CONTRACTOR present at such inspections to be scheduled periodically by the FMB/DAGS.

## 7. REPAIRS, TROUBLE CALLS, EMERGENCY CALLS AND STAND-BY REQUEST

The CONTRACTOR shall perform or cause to be performed all repairs necessary to ensure safe and reliable operation of all Elevators. Repairs shall include labor, materials, and subcontractors necessary to restore and return the elevators to service.

The CONTRACTOR shall attend to all repairs, trouble calls, emergency calls, and stand-by requests. Refusal by the CONTRACTOR to perform repairs or attend to any of the trouble calls, emergency calls, and stand-by requests shall be a breach of contract.

### 7.1 Repairs

During routine maintenance service and trouble calls, the CONTRACTOR shall replace all worn, failed, or doubtful components as necessary to ensure the safe, reliable, and satisfactory operation for all elevators. Repairs shall commence upon discovery of the fault or failure. The CONTRACTOR shall be responsible for all repair costs including labor, materials, and subcontractors necessary to restore and return the systems to service for all services covered under this contract. Repairs due to power outages and/or power surges or fluctuations shall be included in this contract and shall be the responsibility of the CONTRACTOR. Regardless of the cause of the repairs, responding to all repairs during **normal working hours** shall be included in this Contract and are contractual work.



The CONTRACTOR shall make every efforts to maintain and repair all elevators and return them to normal service without delay. Elevators that has been shut down or taken out of service for more than a month shall not be charged with the maintenance fees for the affected month(s) until after the elevator is put back to normal service.

Replacement parts and materials shall be in accordance with Section 8.0. PARTS AND MATERIAL.

7.2 Trouble Calls

The CONTRACTOR shall respond to trouble calls within two hours after the CONTRACTOR is notified by the CA or his authorized representative or FMB/DAGS Call Center. Within 24 hours of the trouble call, the CONTRACTOR shall inform the CA of the status of the trouble call and the actions taken.

The CA, FMB/DAGS Point of Contacts (POCs) or FMB/DAGS call center are the only authorized to initiate a trouble call. Regardless of the cause of the trouble calls, including power outages and/or power surges or fluctuations, fire recall reset, and returning the elevator to working service. Regardless of the cause of the trouble call, responding to all trouble calls during **normal working hours** shall be included in this Contact and are contractual work.

Average monthly trouble calls, emergency calls and trapped passengers for the last 5 years (2015-2019) for the one hundred twenty plus (120+) elevators in Oahu only. This is provided for reference purposes only. The actual number of trouble calls and emergency calls may be higher or lower in the succeeding years.

YEAR	Trouble Calls (Average per month)	Emergency and Trapped Calls
2015	13	Only 1 the entire year
2016	15	Only 1 the entire year
2017	13	Only 1 the entire year
2018	10	Only 1 the entire year
2019	12	Only 2 the entire year

Trouble Call Procedures

- 7.2.1 School submits a Maximo (HIDOE automated work order system) work request to the Department of Education, Facilities Maintenance Branch (FMB) or to DAGS neighbor Island POC to report the problem.
- 7.2.2 The CONTRACTOR shall NOT respond to calls from schools. CONTRACTOR shall inform schools to inform FMB/DAGS.
- 7.2.3 FMB/DAGS notifies CONTRACTOR of problem and assigns a work order/Maximo number.
- 7.2.4 The CONTRACTOR on the following day or as soon as possible, shall report the status of the trouble call by Maximo work order number to the CA or FMB/DAGS by providing a copy of the service report. The service report shall describe the issue and the action taken to correct it. If the issue was not completed, the CONTRACTOR shall also include the "Next Steps" in the report and provide an estimated completion date.
- 7.2.5 Once a week the CONTRACTOR shall report on all outstanding trouble calls and their estimated completion date and/or action pending.

7.2.6 FMB/DAGS will inform school of pending actions.

Unauthorized extra work performed on a trouble call may not be compensated as determined by the CA.

### 7.3 Emergency Calls

Upon issuance of the notice to proceed of this Contract, the CONTRACTOR shall re-program all emergency phones in the elevators to call the CONTRACTOR's Emergency Response Center or an emergency answering service provided by the CONTRACTOR. The emergency answering service shall be provided 24 hours a day, 7 days a week for the duration of this contract period at no additional cost to the State.

The CONTRACTOR shall respond to emergency calls (trapped passengers) within one hour after the emergency call has been placed by the emergency phone or CONTRACTOR is notified by the CA or his authorized representative or the FMB/DAGS Call Center. Within two hours of the emergency call, the CONTRACTOR shall inform the CA of the status of the emergency call and the actions taken. Regardless of the cause of the emergency call, responding to all emergency calls during **normal working hours** shall be included in this Contract and are contractual work.

### Authorized Extra Work

#### 7.4 Billable Emergency Calls

For emergency calls after normal working hours, the CONTRACTOR shall be compensated for one and one-half (1-1/2) based on the hourly rate listed on the Offer page for Authorized Extra Work.

#### 7.5 Stand-by Requests

The CONTRACTOR shall attend to all stand-by requests made by the CA. Stand-by requests may include: A) removing/returning a car from service for repairs or modifications by other trades; and B) the presence of a technician at critical events. Stand-by requests are billable only for the actual stand-by hours used on the jobsite and not on the estimated or proposed hours.

The labor rate for Authorized Extra Work listed in the Offer Page shall be used for stand-by requests. Invoices for these services shall be submitted per instance with all backup documents to substantiate the billable hours, and shall be submitted separately from the monthly invoice or contract price.

#### 7.6 Other Billable Repairs and Authorized Extra Work

Authorized Extra work to be performed by the CONTRACTOR:

7.6.1 Repair and replacement of smoke detectors and other fire detection/prevention units for the elevator system (including in the elevator machine/mechanical room, elevator shaft, and lobby)

7.6.2 Repair and replacement of elevator pit lighting and electrical.

7.6.3 Pumping water and other liquids from elevator pit and cleanup.

7.6.4 Annual maintenance and/or repair of sump pump, and other work as required in the elevator pit.

7.6.5 If work must be subcontracted out, see Section 9. Allowable Costs for Part and

### Subcontractor Work.

The CA reserves the right to have any work performed on the weekends or after normal operating hours. Should the CA exercises this right, the CONTRACTOR shall be compensated for one and one-half (1-1/2) based on the hourly rate for Authorized Extra Work listed in the Offer page.

The CONTRACTOR shall be fully responsible for all repairs caused by the CONTRACTOR's failure to properly maintain, repair, close, secure or leave the elevator equipment in proper operating condition.

Billable repairs that will incur less than \$500 in total expenses shall be performed upon discovery. For billable repairs over \$500, including any work performed by a subcontractor, a written proposal with a cost estimate shall be submitted to the CA for approval prior to performing the repairs, except when authorized by the CA to perform the work prior to receiving the cost estimate. The CONTRACTOR shall commence the repairs within 24 hours after the proposal has been approved by the CA.

Written proposals and cost estimates shall be inclusive of all costs necessary to perform the repair and shall include:

- 1) Description and nature of the repair;
- 2) Reason why the repair is not contractual work;
- 3) Documentation to substantiate the cause of the damage;
- 4) Parts and materials list with pricing including freight;
- 5) Estimated labor;
- 6) Estimated subcontractor costs;
- 7) Contractor mark-ups; and
- 8) Start and estimated completion dates

The CA may request the CONTRACTOR to perform extra work at any of the facilities covered by this Contract. Upon request by the CA, the CONTRACTOR shall provide written quotations for any proposed extra work. Written quotations shall be inclusive of all cost necessary to perform the proposed extra work.

The Hourly labor rate for Authorized Extra Work listed in the Offer Page shall be used for all billable repairs and authorized extra work. Should the CA require the billable repairs and authorized extra work be performed afterhours, the CONTRACTOR shall be compensated for one and one-half (1-1/2) based on this hourly rate.

7.7 Parts, materials, and subcontractor charges for billable repairs and authorized extra work shall be pursuant to Section 9, Allowable Costs for Part and Subcontractor Work.

The CONTRACTOR shall notify the STATE when parts are not readily available to accomplish the repairs. The STATE reserves the right to have the parts sent by air freight at the expense of the STATE.

The CONTRACTOR shall invoice all billable repairs and authorized extra work separately from the contract price. Invoices shall be in accordance with Section 39, Invoicing, of the Special Conditions.

## **8. PARTS AND MATERIAL**

The CONTRACTOR shall restore to serviceability all parts that are found to cost less to restore than to replace with a new part, however, safety shall not be compromised. Where parts are worn out and cannot be restored, the CONTRACTOR shall replace these parts with new parts. Only new, standard parts manufactured by the maker of each unit or parts of equal quality shall be used. All parts and materials

required for the Itemized Maintenance Service Tasks and for routine maintenance and repairs shall be provided by the CONTRACTOR at no additional cost to the STATE.

The CONTRACTOR shall maintain a supply of parts and materials required for the itemized Maintenance Service Task and for routine maintenance and repairs of all elevators. The CONTRACTOR shall notify the STATE whenever parts are not locally available to accomplish the repairs. The STATE reserves the right to request the parts be shipped by air freight at the expense of the STATE and cost shall not include CONTRACTOR mark-up. Should the CONTRACTOR elect to purchase parts from the mainland at reduced prices, even though the part is available locally, the STATE reserves the right to require the CONTRACTOR to air express (next day delivery) the parts at the CONTRACTOR's expense.

## **9. ALLOWABLE COSTS FOR PARTS AND SUBCONTRACTOR WORK**

If replacement parts or materials are required for billable repairs or authorized extra work not covered by the contract, the STATE shall compensate the CONTRACTOR for the part(s) at the CONTRACTOR's cost, plus labor. The CONTRACTOR's material cost mark-up shall not exceed 20%, which shall include shipping, overhead, profit, taxes, and any other incidental expenses. If a subcontractor service is required, the CONTRACTOR's mark-up shall be limited to 10%, which shall include all the above mentioned expenses. The CONTRACTOR shall substantiate all costs by submitting copy of parts or materials invoices with their invoice to the STATE. The CONTRACTOR shall use only new, standard parts or material as manufactured by the maker of each unit or part of equal quality.

## **10. SERVICE AREAS**

The CONTRACTOR shall perform the service at the schools in which the elevators are located. It is the CONTRACTOR's responsibility to examine the location and condition of the elevators.

The STATE shall notify the CONTRACTOR of any subsequent change of unit numbers and locations specified in the attached Exhibit B, "Elevator Equipment Schedule" and furnish any other pertinent information necessary for the proper execution of the contract.

## **11. SERVICE REQUIREMENTS**

It is understood and agreed that in addition to the schools listed, the CONTRACTOR shall be required to furnish services specified herein to any new school or any school not initially listed herein, when such services are required of specific elevator manufacturers. The CONTRACTOR shall be notified of such requirements by a contract modification issued by the STATE.

The STATE reserves the right to add or delete whole schools to the contract and will make adjustments by contract modifications. The STATE also reserves the right to add or delete individual elevators to this contract. **It is hereby understood and agreed that the CONTRACTOR cannot refuse to service any additional elevators.** Additional elevator shall be priced according to the unit price of the same or comparable elevator to the new elevator within the group and the price for deleted elevator shall be based on the unit price for that elevator. Any addition or deletion shall become binding only upon issuance of a contract modification by the STATE. In the event of any dispute or irregularity, the STATE shall have final authority over the assignment of elevators to CONTRACTORS.

An elevator list for this contract will be kept by the CA and shall be used to record additions or deletions. The CONTRACTOR shall also submit an annual updated inventory of elevators, by school and district during the contract period

## **12. INSPECTION**

All work done and all materials furnished shall be subject to random periodic inspection and approval by the CA in order to determine that the services rendered are in accordance with requirements and intentions of this Contract. The CA may require additional information as necessary to maintain a record of the service

rendered and may request that the CONTRACTOR accompany him on field inspections to be scheduled periodically.

### **13. WARRANTY**

CONTRACTOR's warranty is limited to the repair or replacement, at the CONTRACTOR's discretion, of defective materials and the correction of defective workmanship within 1 year from the date of installation, which may extend beyond the term of this contract, for defects that are reported to the CONTRACTOR within the 1 year period following installation. This warranty excludes damage due to external causes such as fire, water and weather, improper use, misuse, neglect or work by others. This warranty is given in lieu of all other warranties, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

### **14. CLEANUP AND WORK PRACTICES**

The CONTRACTOR shall keep the job site free of debris, litter, refuse, etc. and shall clean all fluids, oil, grease drippings or spills during the daily progress of work. The CONTRACTOR shall remove all tools, used parts, fluids and lubricants, and equipment from the service area upon completion of the work. Legally dispose of used parts, fluids and lubricants, whether hazardous or not, in accordance with Environmental Protection Agency (EPA) and/or other government regulations including providing written records, as required. The CONTRACTOR shall support and protect the STATE legally and financially with regard to these regulations.

The CONTRACTOR shall exercise caution during the progress of his maintenance and repair work to prevent damage to any of the building structure. The CONTRACTOR shall restore all damages, caused by the CONTRACTOR's negligence, at the CONTRACTOR's own expense, when/as requested by the STATE.

### **15. SAFETY PRECAUTIONS**

The CONTRACTOR must not perform maintenance and repair work until all safety type barricades are in place, if work is performed during school hours with work site accessible to school children and other people. The CONTRACTOR shall comply with all applicable safety regulations promulgated by Occupational Safety and Health Administration (OSHA), EPA and other governmental agencies.

### **16. SECURITY REQUIREMENTS**

The CONTRACTOR shall be aware of the heightened security conditions at the school facilities covered by this contract. The CONTRACTOR is requested to be aware of and to report to the CA, with as much detailed information as possible, any suspicious activity or obvious breach of security in relation to or in the course of their work at any of the school facilities. The CONTRACTOR must keep their work areas closed and secure, before, during and after performing work. Any doors/gates left open and unsecured may be liable for security breaches and be charged at \$100.00 per incident per day per location.

The CONTRACTOR shall be required to schedule and coordinate in advance maintenance service emergencies or repair work at school facilities. A letter from the CA to the respective school(s) may be required before work can commence. The CONTRACTOR may also be required to submit a list of personnel assigned to this Contract, on company letterhead, to the CA as soon as the contract is executed and prior to the start of the work. The STATE reserves the right to request background security checks is provided upon request for each person assigned to this Contract.

The CONTRACTOR's vehicles and personnel shall be properly identified as belonging to the CONTRACTOR, through company signage/logos, uniforms, name tags or identification cards as appropriate to comply with this requirement.

## **SPECIAL CONDITIONS**

### **GENERAL INFORMATION**

#### **1. Addenda and Interpretations**

Discrepancies, omissions, or questions related to this solicitation shall be communicated in writing to the STATE, Department of Education, Procurement and Contracts Branch (PCB) via facsimile at (808) 675-0133 or e-mail to [louise.yasuda@k12.hi.us](mailto:louise.yasuda@k12.hi.us) for interpretation and must be received no later than seven (7) calendar days prior to the date fixed for the close of bids.

Interpretation(s) if any and any supplemental instructions will be in the form of written addenda that will be made available to all HlePRO registered Offerors prior to the date fixed for the close of bids. Failure of any Offeror to receive any such addenda or interpretations shall not relieve the Offeror of any obligation under this solicitation. All addenda issued shall be incorporated into the resulting contract.

#### **2. Scope**

Work under this agreement shall consist to Provide Elevator Maintenance Services to Various Schools and Offices of the Hawaii Department of Education (HIDOE) Statewide and shall be in accordance with these Special Conditions, the attached Specifications, and the General Conditions AG-008 (latest revision).

#### **3. Contract Administrator**

For purposes of this contract, Jeremy Koki, Auxiliary Services Specialist or his successor, is designated Contract Administrator (CA). He can be contacted by telephone at 808-784-6800, via facsimile at 808-733-4688, or via e-mail at [jeremy.koki@k12.hi.us](mailto:jeremy.koki@k12.hi.us).

The CA is responsible for:

- o the terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the contract;
- o monitoring the CONTRACTOR's work, documenting that CONTRACTOR maintains the required insurance coverage (if applicable), resolving contract disputes and discrepancies, evaluating the work of the CONTRACTOR, assuring the services or goods are delivered as required in the contract, and processing payment for services rendered; and
- o notifying the Procurement and Contracts Branch (PCB) in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other contract terms.

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 1, entitled "Coordination of Services by the STATE.>").

The CA has designated the following persons as Point-of-Contact ("POC") for this contract. As such, the POC should be the initial contact on all matters related to this contract. The POCs can be contacted as follows:

POC for Island of Oahu:	<u><a href="#">Benjamin Miura (HIDOE-FMB)</a></u>
Phone:	(808) 831-8071
E-mail Address:	<u><a href="mailto:benjamin.miura@k12.hi.us">benjamin.miura@k12.hi.us</a></u>

POC for Island of Hawaii: Roger Ross (DAGS-Hawaii)  
Phone: (808) 322-4867  
E-mail Address: [roger.r.ross@hawaii.gov](mailto:roger.r.ross@hawaii.gov)

POC for Islands of Maui and Molokai: Lisa Alejado (DAGS-Maui)  
Phone: (808) 873-3504  
E-mail Address: [lisa.k.alejado@hawaii.gov](mailto:lisa.k.alejado@hawaii.gov)

POC for Island of Kauai: Kent Tomimoto (DAGS-Kauai)  
Phone: (808) 274-3030  
E-mail Address: [kent.t.tomimoto@hawaii.gov](mailto:kent.t.tomimoto@hawaii.gov)

#### **4. Contract Period**

This contract shall commence upon execution of the contract and shall end on August 31, 2021 subject to availability of funds as specified in the General Conditions.

Beyond August 31, 2021, this Contract may be extended for not more than four (4) additional twelve (12)-month periods upon mutual written agreement of the parties, prior to expiration. As each option(s) to extend is mutually agreed upon, the CONTRACTOR shall be required to execute a supplement to the contract for each additional period.

### **OFFEROR'S INFORMATION**

#### **5. Offeror's Authority to Bid**

The STATE will not participate in determinations regarding an Offeror's authority to perform a service. If there are any questions or doubts regarding an Offeror's right or ability to render a service, the Offeror should resolve those issues prior to submitting a bid. If the Offeror's bid meets specifications and is acceptable and the bid price submitted is the lowest bid, the contract will be awarded to that Offeror.

#### **6. Offeror Qualification**

In addition to meeting legal and any other requirements of this solicitation, Offeror must meet these qualifications to be considered for award.

##### Experience

The Offeror shall have a minimum of three (3) consecutive years of experience (immediately prior to bid opening date), in the field of maintenance and repairs of elevators. Within three (3) working days of the STATE's request, the Offeror shall provide written documentation to support and verify this experience.

##### License

At the time of bidding and throughout the contract period, Offeror must have a current State of Hawaii C-16 Contractor license which will be kept in force during the life of this contract. Offeror's license number shall be provided on Exhibit A.

##### Office Location

Offeror shall be capable of providing elevator maintenance and repair for the STATE of Hawaii. Offeror shall have an office/ service facility in the State of Hawaii from where business is conducted and from where the company is accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable. Offeror shall provide office/facility information on Exhibit A.

##### Personnel

Offeror shall designate at least one (1) employee as the STATE point-of-contact (POC) for this contract. This individual shall be based in the State of Hawaii and available during regular business hours, Monday

– Friday excluding holidays, and shall be capable of answering questions, resolving problems, and providing sales, ordering, and follow-up assistance.

Offeror shall designate an adequate number of State Certified and licensed Journeyman Elevator Mechanics who shall be assigned to the different islands and shall be able to properly and in timely manner, perform the work required in this contract. The licensed mechanics shall be, trained, skilled, and experienced elevator service personnel under the direct employment and supervision of the Offeror. The STATE reserves the right to require the CONTRACTOR to increase or assign additional manpower in the Contract when the STATE deems that the work required in this contract are not properly and timely completed. Offeror shall provide license elevator mechanics on Exhibit A.

Failure on the Offeror's part to meet these requirements may result in rejection of bid. These requirements must remain in effect during the entire contact period. Failure to maintain these requirements may result in cancellation of award.

## **7. References**

Offeror shall provide the names of at least two (2) references, other than the State of Hawaii government with whom Offeror has done business in the past and who can attest to the quality level and reliability of all aspects of Offeror's work and services for elevator maintenance. The STATE reserves the right to contact these references to verify Offeror's quality level and reliability, past and/or current performance.

## **8. Site Inspection**

Prior to submittal of a bid, Offeror may inspect the project site to become thoroughly familiar with existing conditions, rules and regulations, and the extent and nature of work to be performed.

Offeror inspection is not mandatory; however, bid submission shall be evidence that the Offeror is familiar with all the equipment included herein and understands the scope of the project and shall comply with all requirements stated herein, if awarded the contract. Offerors must contact the CA to arrange for an inspection visit. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

### **Responsibility of Offerors**

Offeror is advised that if awarded a contract under this solicitation, Offeror must furnish proof of compliance with the requirements of §103D-310(c), HRS as a pre-requisite to receiving a contract:

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Workers' Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Offeror should refer to the "Contract Execution" provision for further information regarding the above-mentioned requirements.



## **BID PREPARATION**

### **9. Offer Page OF-1**

Offeror is requested to submit the bid under the company's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, and to indicate exact legal name in the appropriate space on Offer Page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the hard copy Offer Page OF-1 shall be an **original signature in ink**. Ink signatures are not required for electronic submission of a bid on HlePRO. The submission of the bid on HlePRO shall indicate the Offeror's intent to be bound.

### **10. Taxable Transaction**

Unless the HRS exempts a person from paying the applicable general excise tax, work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS and Chapter 238, HRS, where applicable. Both out-of-state and Hawaii-based companies are advised that the gross receipts derived from this contract are subject to the general excise tax imposed by Chapter 237, HRS, at the current rate and, where applicable, to tangible property imported into the State of Hawaii for resale, subject to the applicable use tax imposed by Chapter 238, HRS.

Information on Hawaii State Taxes Administered by the Department of Taxation is available online at <http://tax.hawaii.gov>

### **11. Tax Exempt Transaction**

If, however, an Offeror is a person exempt by the HRS from paying the general excise tax and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

For evaluation purposes, pursuant to §103D-1008, HRS, a tax-exempt bid submitted in response to a solicitation shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

### **12. Bid Price**

Monthly Unit Bid Price shall include all costs for labor, equipment, materials, transportation, overhead, profit, any reimbursement costs, all applicable taxes and, any other incidental and operational expenses incurred in the performance of all obligations hereunder. Bid price shall be the all-inclusive cost to the STATE and no other charges will be honored.

Annual Bid Price for Authorized Extra Work for Part B in Groups I, II, III and IV shall reflect CONTRACTOR's applicable labor rate that will be charged for any authorized extra work as approved by the CA.

This rate shall be the standard hourly rate charged by the Offeror and not an overtime rate, and shall include all applicable fringe benefits, travel, mileage and applicable tax costs.

In case of error in extension of bid price, unit bid price shall govern. Offeror shall bid on all items in a group to qualify for a group award.

**13. Offeror Information** Offeror shall provide information regarding its office location, STATE's point-of-contact/s if different for each island, certified and licensed Elevator Journeyman Mechanics which will be assigned in this contract on Exhibit A.

#### 14. License/Certificate

License/Certificate number shall be provided on Exhibit A.

#### 15. Wage Certificate

Offeror shall complete and submit a *Wage Certificate* by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS. Accordingly, Offeror should consider the public sector wage rates and/or benefits when preparing this bid, **as applicable**.

Although **Item 1** of the *Wage Certificate* may not be applicable to this solicitation if there are no STATE or public sector employees performing work similar to the requirements herein, **Item 2** of the certificate is applicable in all situations. Offeror is therefore advised that submission of the *Wage Certificate* is required.

Offeror shall refer to the *Wage Certificate* clause for additional information regarding this requirement.

#### 16. Liability Insurance

Work included under this agreement requires the provision of liability and property damage insurance, to remain in full force and effect during the life of this contract. Offeror shall refer to *Liability Insurance* clause for additional information regarding this requirement.

#### 17. Offer Guaranty

An offer guaranty (bid bond) is not required for this IFB.

### **BID SUBMITTAL**

#### 18. Submission of Bid

**Offers will be received through the Hawaii Electronic Procurement System (HlePRO) Public Procurement Notices Website at <https://hiepro.ehawaii.gov/welcome.html> no later than the date and time stated on the HlePRO.**

Submission of a bid shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of this IFB, and that the IFB documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each Offeror must:

1. Examine the solicitation documents thoroughly for defects and questionable or objectionable material. Solicitation documents include this IFB, any attachments, plans referred to herein, and any other relevant documentation. Comments must be submitted in writing and received by the STATE, PCB **seven (7) calendar days prior to the date fixed for bid opening**. This will allow for issuance of addenda, if necessary, and also prevents against the opening of defective offers.
2. Become familiar with state, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

All bids shall be made through the HlePRO (<https://hiepro.ehawaii.gov/welcome.html>) on the solicitation document(s) available on the HlePRO. Offers shall be completed in accordance with the solicitation instructions, and addenda, if any.

The Specifications, Special Conditions, General Conditions and other documents referenced in or attached to the offer shall be considered a part of the offer submitted, whether or not attached to the offer at the time of submission. Such documents shall not be altered in any way; any alterations so made by the Offeror may result in rejection of the offer.

Offers will be received only until the hour and date set for the close of bids. Whether or not offers are opened exactly at the established deadline, none will be received after that time. Unless otherwise stated, Offeror shall submit only one (1) offer. If more than one offer is submitted, all offers shall be rejected for that item.

Hard copies of ALL ORIGINAL OFFER PAGES AND ANY OTHER APPLICABLE DOCUMENTS AS STATED IN THE SOLICITATION must also be received by the Hawaii Department of Education, Procurement and Contracts Branch, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797, within five (5) working days after the bid closing date.

#### **19. Confidential Information**

If an Offeror believes that any portion of his proposal contains information that should be withheld as confidential, then PCB should be so advised in writing.

Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the bid, be clearly marked, and shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the bid.

Pursuant to Section 3-122-58, Hawaii Administrative Rules (HAR), the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, Hawaii Revised Statutes (HRS). If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

#### **20. Certification of Independent Cost Determination**

By submitting a bid in response to this solicitation, Offeror certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the costs which have been quoted in this IFB have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the Offeror to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

#### **21. Acceptance of Bid**

Acceptance of bid, if any, will be made within sixty (60) calendar days after the close of bids and the prices quoted by the Offeror shall remain firm for the sixty day period.

## **BID EVALUATION**

### **22. Disqualification of Offers**

Any one or more of the following causes will be considered as sufficient for disqualification of the offer:

1. Hard copy offer not signed by an authorized individual.
2. More than one offer from an individual, firm, corporation or joint venture under the same or different names.
3. Evidence of collusion among Offerors or prices obviously unbalanced, lack of responsibility and cooperation as shown by past work, being in arrears on existing contracts with the State of Hawaii, or defaulting on previous contract(s).
4. Lack of proper equipment and/or sufficient experience to perform the work contemplated.
5. Offer received after specified deadline for close of offers.
6. Evidence of any noncompliance with any applicable law, any unauthorized additions or deletions, of submission of conditional offer, incomplete offer, or irregularities of any kind which may make the offer incomplete, indefinite, or ambiguous as to its meaning.

### **23. Method of Award**

Award, if made, shall be to the responsive, responsible Offeror submitting the lowest **Total Annual Sum Bid Price for the five year period per Group**. Offeror is not required to bid on every group to be considered for award. However, Offeror must submit an offer on all items within a group to be considered for group award.

However, if the resulting contract based upon the qualified low offers exceeds allotted funds, the STATE shall have the option to shorten the contract period or delete location(s)/unit(s) to allow award to be made within the allotted funds. In case of error in the extension of the total bid price, the unit price shall govern.

### **24. Protest**

Pursuant to §103D-701, HRS and §3-126, HAR, "Legal and Contractual Remedies", an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the STATE's, Department of Education Chief Procurement Officer, c/o the Procurement Office at the Waipahu Civic Center, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award(s), if any, resulting from this solicitation shall be posted on the HlePRO and shall be posted on the Hawaii Awards and Notices Data System (HANDS) website at <https://hands.ehawaii.gov/hands/awards>.

## **CONTRACT EXECUTION**

### **25. Contract Award**

CONTRACTOR receiving award(s) of \$25,000 or more shall be required to enter into a formal written contract. Performance bonds are not required for this IFB. Upon execution of contract, the STATE will issue a fully executed copy to the CONTRACTOR. No work will be undertaken by the CONTRACTOR prior to the commencement date specified on the contract. The STATE is not liable for any work, contract

costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to official starting date.

## **26. Responsibility of Contractor**

CONTRACTOR shall furnish proof of compliance with these requirements of §3-122-112, HAR:

- Chapter 237, General Excise Tax Law;
- Chapter 383, Hawaii Employment Security Law;
- Chapter 386, Workers' Compensation Law;
- Chapter 392, Temporary Disability Insurance;
- Chapter 393, Prepaid Health Care Act; and
- One of the following:
  1. Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business"); or
  2. Be registered to do business in the State of Hawaii (hereinafter referred to as a "compliant non-Hawaii business").

The CONTRACTOR may demonstrate compliance by submitting an original consolidated CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via the online system, "Hawaii Compliance Express." Detailed information about the system and regarding this online application process can be viewed at: <http://vendors.ehawaii.gov>

## **27. Hawaii Compliance Express**

A *Certificate of Vendor Compliance* may be obtained through the Hawaii Compliance Express (HCE). This service allows Contractors to register online through a simple wizard interface at <http://vendors.ehawaii.gov>. The *Certificate of Vendor Compliance* provides current compliance status as of the issuance date, satisfies requirements of Chapter 103D-310(c), HRS, and is therefore acceptable for contracting purposes. Contractors that elect to use HCE services are required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

## **28. Timely Submission of All Certificates**

The above certificates should be applied for and submitted to the STATE as soon as possible. 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.

## **29. Failure to Execute Contract**

Normally, award shall be made within sixty (60) calendar days after the close of bids but in no case will award be made until all necessary investigations are made. After award is made, failure on the CONTRACTOR's part to execute a contract as required within ten (10) calendar days (or such further time as the Superintendent may allow) after the Offeror has received the contract for execution shall be just cause for the annulment of the award. The Superintendent reserves the right to cancel or reject this solicitation or all offers in whole or in part when it is in the best interest of the STATE or to award the contract to the next lowest Offeror or may publish another call for tenders, if the lowest bid is non-responsive to the STATE's needs.

## **30. Availability of Funds**

This contract is subject to the availability of funds. Pursuant to Section 103D-309, HRS, except in certain instances, no contract entered into between the STATE and the CONTRACTOR shall be binding or of any force unless the Superintendent certifies that there is an available unexpended appropriation or

balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

If the contract calls for performance or payment in more than one fiscal year (July 1 to June 30), the Superintendent may certify only that portion of the total funds allocated to satisfy the STATE's obligations for payments in the current fiscal year. In that event, the STATE will not be liable for the unpaid balance beyond the end of the current fiscal year, and availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially-funded contracts shall be enforceable only to the extent that funds are certified as available. The STATE agrees to notify the CONTRACTOR of such non-allocation at the earliest possible time. The STATE shall not be penalized in the event this provision is exercised. This provision is not meant to permit the STATE to terminate the contract in order to acquire similar equipment from a third party.

### **31. Wage Certificate**

Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. CONTRACTOR is advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, employees shall be paid wages no less than those increased wages.

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

For more information on the Class Specifications and Minimum Qualifications, please visit the State of Hawaii Department of Human Resources Development at the following website: <http://dhrd.hawaii.gov/>.

The STATE reserves the right to inspect the CONTRACTOR's wage records to ensure compliance with Section 103-55, HRS.

#### **31.1 Services Performed by Laborers and Mechanics.**

- a. The CONTRACTOR or the CONTRACTOR's subcontractor shall give a copy of the rates of wages to each laborer and mechanic employed by the CONTRACTOR at the time each laborer and mechanic is employed; provided that the CONTRACTOR does not have to provide the CONTRACTOR's employees the wage rate schedules where there is a collective bargaining agreement.
- b. The STATE may withhold from the CONTRACTOR so much of the accrued payments as the STATE may consider necessary to pay the laborers and mechanics employed by the CONTRACTOR or any subcontractor on the job site the difference between the required wages and the wages received and not refunded by the laborers and mechanics.
- c. A certified copy of all payrolls shall be submitted weekly to the STATE for review. The CONTRACTOR shall be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, the wage rates contained therein are not less than the applicable rates, and the classifications set forth for each laborer or mechanic conform with the work the laborer or mechanic performed. Any certification discrepancy found by the STATE shall be reported to the CONTRACTOR and the Superintendent to effect compliance.
- d. Payroll records for all laborers and mechanics working at the site of the work shall be maintained by the CONTRACTOR and the CONTRACTOR's subcontractors, if any,

during the course of the work and preserved for a period of three (3) years thereafter. The records shall contain the name of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The CONTRACTOR shall make payroll records available for examination within ten (10) days from the date of a written request by the STATE or any authorized representatives thereof.

### 32. Liability Insurance

The CONTRACTOR shall maintain in full force and effect, during the life of this contract, liability and property damage insurance. This insurance shall protect the CONTRACTOR and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the CONTRACTOR providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, CONTRACTOR may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy(ies) are in addition to the CONTRACTOR's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the CONTRACTOR, including its subcontractor(s) where appropriate:

- Commercial General Liability: (occurrence form)
  - \$5 million General Aggregate per year
  - \$5 million Products-Comp/OP Aggregate per year
  - \$2 million Personal & Adv Injury per year
  - \$2 million per Occurrence
  - \$1 million Fire Damage (any one fire)
  - \$5,000 Medical Expenses (any one person)
  
- Automobile Liability: (Combined Single Limit)
  - BI: \$1,000,000 per person
  - \$1,000,000 per accident
  - PD: \$1,000,000 per accident
  
- Workers' Compensation:
  - The CONTRACTOR shall maintain workers' compensation and employer's liability insurance that comply with statutory limits

General liability and automobile liability policies required by this contract, including a subcontractor's policy, shall contain the following clauses:

- 1) "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."
  
- 2) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. Each insurance policy shall be written by 1) an insurance company licensed to do business in the State of Hawaii, or 2) if not licensed by the State of Hawaii, an insurance company which meets §431:8-301, Hawaii Revised Statutes.

Upon CONTRACTOR's execution of the contract, the CONTRACTOR agrees to deposit with the STATE certificate(s) of insurance necessary to satisfy the STATE that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the STATE, CONTRACTOR shall be responsible for furnishing a copy of the policy(ies).

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

The procuring of such required insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy(ies) of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by the CONTRACTOR, its employees, officers, or agents, in connection with this Contract.

CONTRACTOR shall notify the STATE, via written notice within twenty-four (24) hours should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

### **33. New Locations**

The STATE reserves the right to add or delete whole schools to the contract and will make adjustments by contract modifications. The STATE also reserves the right to add or delete individual elevators to this contract. **It is hereby understood and agreed that the CONTRACTOR cannot refuse to service any additional elevators.** Additional elevator shall be priced according to the unit price of the same or comparable elevator to the new elevator within the group and the price for deleted elevator shall be based on the unit price for that elevator. Any addition or deletion shall become binding only upon issuance of a contract modification by the STATE. In the event of any dispute or irregularity, the STATE shall have final authority over the assignment of elevators to CONTRACTORS.

## **PERFORMANCE OF CONTRACT**

### **34. Authority of the STATE**

The STATE shall decide all questions which may arise as to the work performed, as to the manner of such performance, as to the interpretation of any term, condition or provision, as to the applicability and interpretation of any law, rule or regulation, policies and procedures, as to compensation, or additional reason to service, and as to any other matter which may arise under the Contract. The decision of the STATE in such matters shall be final provided that decision is not in violation of law and not arbitrary, capricious or characterized by abuse of discretion.

### **35. Time of Completion**

Upon receipt of CONTRACTOR's written notice of completion, the STATE will schedule an inspection of work; inspection shall be completed within one (1) week of notification by CONTRACTOR. CONTRACTOR must correct any deficiencies or unsatisfactory work within one (1) week of STATE's notification. In the event the CONTRACTOR fails to satisfactorily complete all work within the specified period, liquidated damages as specified herein will be assessed.



### **36. Relief Available to STATE**

In addition to all rights and remedies available to the STATE provided in this Contract or otherwise provided under law, if the CONTRACTOR is in non-compliance with contract requirements, the STATE may:

1. Suspend Payments – Temporarily withhold or disallow all or part of the billing cost/payments pending correction of a deficiency or a non-submission of a required deliverable by the CONTRACTOR;
2. Suspend Referrals – Suspend referrals to the CONTRACTOR should the CONTRACTOR fail to comply with any of the requirements or other term(s) or condition(s) of this Contract and, further, the STATE may maintain the suspension of referrals until such time as the deficiency or non-compliance is corrected and the CONTRACTOR's corrective actions are determined to be acceptable by the STATE; and
3. Seek Reimbursement – Seek reimbursement from the CONTRACTOR or withhold future payments for any funds paid to the CONTRACTOR subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.
4. Seek Market Value – In the event the CONTRACTOR fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services or the General Conditions, the STATE reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the CONTRACTOR, the difference between the price named in the contract and the actual cost to the STATE. In case any money due the CONTRACTOR is insufficient for said purpose, the CONTRACTOR shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

### **37. Exclusion of Specific Workers**

The STATE reserves the right to require the CONTRACTOR to remove an employee, agent, subcontractor or volunteer (Worker) from performing work under this contract. The Contract Administrator shall notify the CONTRACTOR in writing and this exclusion of a specific Worker(s) shall take effect as indicated on the notice. The CONTRACTOR may appeal this decision to the Contract Administrator, in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, subcontractor or volunteer shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the CONTRACTOR to employ the removed individual, but shall apply to any work requiring interaction with the STATE, its employees or students.

### **38. Payroll Affidavits**

Upon the STATE's request, CONTRACTOR will be required to submit quarterly payroll documentation for all employees working under this contract. Documentation shall include employee's time cards, payroll records, and copies of cancelled checks to verify that CONTRACTOR's employees are being paid State of Hawaii prevailing wages for hours worked under this contract.

## **PAYMENT**

### **39. Invoicing**

- 39.1 CONTRACTOR shall submit an **original** certified invoice, which shall include the Project Number and appropriate District, contract number and the monthly service period, to the appropriate office listed below:

For elevators in Oahu:  
Department of Education

For elevators in Maui:  
DAGS-Maui District Office

Facilities Maintenance Branch  
729-B Kakoi Street  
Honolulu, Hawaii 96819

P.O. Box 1030  
Wailuku, HI 96793  
Phone: 873-3504

For elevators in Hawaii:  
DAGS-Hawaii District Office  
75 Aupuni St.  
Hilo, HI 96720  
Phone: 933-4441

For elevators in Kauai:  
DAGS-Kauai District Office  
1680 Haleukana Street  
Lihue, HI 96766  
Phone: 274-3033

- 39.2 Invoice shall include itemize listing of all elevators, dates of service and identification numbers of units serviced. **Certified Maintenance and Inspection Service Reports for each Elevator shall be attached to the invoice.** The CONTRACTOR should take the proper precaution to address all invoices, communication and correspondence to the appropriate Island locations. Separate invoices shall be sent to each appropriate Island.
- 39.3 Invoices billed from a mainland affiliate must be sent to the CONTRACTOR's local office for inclusion of the appropriate paperwork, before being submitted to the STATE. Incomplete invoices will be returned to the CONTRACTOR without processing.
- 39.4 For billable calls, billable repairs and authorized extra work not covered by the contract, but approved by the CA, a separate detailed invoice is required as follows:
- 39.4.1 Invoices shall contain date of work, description of the work performed, location of work, elevator identification number, and detailing the hours of labor at the hourly rate for authorized extra work listed in the Offer Page; parts and material as allowed under the Section "Allowable Costs for Parts" of the scope of services, the total amount, and purchase order number authorizing the work. Any extra work will be paid for outside of this Contract.
- 39.4.2 The CONTRACTOR shall include with the invoice, all service reports fully completed with all the information required in a service report in accordance with Section 4, Records and Reports, with the names and **original signatures** of the service mechanic and the school or building representative, subcontractor invoices, labor time sheets to substantiate the billable or actual hours used on the jobsite, materials invoices, and other documents substantiating invoice costs. Invoice payments may be delayed or rejected because of missing or incomplete paperwork. Services which cannot be certified by a representative of the School may not be compensated.

#### **40. Payment**

Payments shall be made upon certification by the STATE that the CONTRACTOR has satisfactorily performed the required services for that period and receipt of an original invoice together with the all required service reports. The CONTRACTOR shall bill only for the completed services based on Exhibit C, Unit Price.

Section 103-10, HRS, provides that the STATE shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the STATE may reject any bid submitted with a condition requiring payment within a shorter period. Further, the STATE may reject any

bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The STATE will not recognize any requirement established by the CONTRACTOR and communicated to the STATE after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

The **final payment** on the contract shall be for services rendered during the billing period just prior to the contract anniversary date.

The following shall accompany the final payment invoice:

- A valid (not over 2 months old) and **original** *Tax Clearance Certificate* (TCC) must accompany the final payment invoice. In accordance with Section 103-53, HRS, all Contractors must provide a TCC from the State of Hawaii Department of Taxation and the U.S. Internal Revenue Service as a prerequisite to receipt of final payment.
- The *Certification of Compliance for Final Payment* (DOE Form-22) with an original signature of an authorized representative of the CONTRACTOR.
- In lieu of the above, CONTRACTOR may submit an original *Certificate of Vendor Compliance* as issued by the State Procurement Office via an online system, also referred to as "Hawaii Compliance Express". Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.

## **APPROVALS**

### **41. State's General Conditions**

The Special Conditions shall serve to supplement the General Conditions; both documents remain part of the Contract with full force and effect. In the case of a conflict between the General Conditions and Special Conditions, the Special Conditions shall control to the extent necessary to resolve the conflict.

### **42. Approvals**

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

**EXHIBIT A**

**OFFEROR QUALIFICATION**

Special Conditions #6, *Offeror Qualifications*, requires that Offeror provide the information requested on Exhibit A to the POC or CA regarding Offerors experience.

1. Experience  
CONTRACTOR shall have a minimum of three (3) consecutive years of experience (immediately prior to the bid opening date), in the field of maintenance, inspection, testing, and repair services of the elevators listed herein.

Enter number of consecutive years of experience (immediately prior to bid opening date): \_\_\_\_\_ years

Special Conditions #6, *Offeror Qualifications*, requires that Offeror provide the information requested on Exhibit A to the POC or CA regarding Offerors license.

2. License

State of Hawaii C-16 Elevator Contractor License: \_\_\_\_\_

Special Conditions #6, *Offeror Qualifications*, requires that Offeror provide the information requested on Exhibit A to the POC or CA regarding Offerors office location.

3. Office Location  
In accordance with the Special Conditions, Offeror shall provide the following information for the permanent office/service facility in the State of Hawaii.

Name of Company \_\_\_\_\_

Facility Address \_\_\_\_\_

Telephone/Facsimile No. \_\_\_\_\_

Name of Contact Person and Cellular No. \_\_\_\_\_

E-mail Address \_\_\_\_\_

Normal Business Hours \_\_\_\_\_

Special Conditions #6, *Offeror Qualifications*, requires that Offeror provide the information requested on Exhibit A to the POC or CA regarding Offerors personnel.

**Offeror Personnel – Point of Contact (POC)**

List all POCs if different for each island.

- POC Name/Island: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

- POC Name/Island: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_
  
- POC Name/Island: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_
  
- POC Name/Island: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Licensed Elevator Mechanics:

Offeror shall list all licensed Journeyman Elevator Mechanics (at the time of bid submittal) who will be assigned to this contract to perform the specified work.

- Name of Licensed Elevator Mechanic/Island: \_\_\_\_\_  
 License/Certificate Number: \_\_\_\_\_  
 Number of years with Offeror \_\_\_\_\_ **years**  
 Names and dates of previous companies worked at in the maintenance and repair of elevators:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
- Name of Licensed Elevator Mechanic/Island: \_\_\_\_\_  
 License/Certificate Number: \_\_\_\_\_  
 Number of years with Offeror \_\_\_\_\_ **years**  
 Names and dates of previous companies worked at in the maintenance and repair of elevators:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

• Name of Licensed Elevator Mechanic/Island: \_\_\_\_\_

License/Certificate Number: \_\_\_\_\_

Number of years with Offeror \_\_\_\_\_ **years**

Names and dates of previous companies worked at in the maintenance and repair of elevators:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

• Name of Licensed Elevator Mechanic/Island: \_\_\_\_\_

License/Certificate Number: \_\_\_\_\_

Number of years with Offeror \_\_\_\_\_ **years**

Names and dates of previous companies worked at in the maintenance and repair of elevators:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

• Name of Licensed Elevator Mechanic/Island: \_\_\_\_\_

License/Certificate Number: \_\_\_\_\_

Number of years with Offeror \_\_\_\_\_ **years**

Names and dates of previous companies worked at in the maintenance and repair of elevators:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

• Name of Licensed Elevator Mechanic/Island: \_\_\_\_\_

License/Certificate Number: \_\_\_\_\_

Number of years with Offeror \_\_\_\_\_ **years**

Names and dates of previous companies worked at in the maintenance and repair of elevators:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**References.** Offeror shall provide the names of at least two (2) references, other than the State of Hawaii government with whom Offeror has done business in the past and who can attest to the quality level and reliability of all aspects of Offeror's work and services for elevator maintenance. The STATE reserves the right to contact these references to verify Offeror's quality level and reliability, past and/or current performance.

<u>Name of Company</u>	<u>Address</u>	<u>Contact Person</u>	<u>Telephone No.</u>
1.	_____		
2.	_____		