

Shall the Authority Authorize the Executive Director to Enter into a One-Year Elevator Maintenance Contract with an Option to Extend for Two One-Year Periods and Expend an Amount Not to Exceed \$60,000.00 from the Hawaii Community Development Revolving Fund, Leasing and Management Subaccount, for the HCDA's Offices in the American Brewery Building?

Staff Report

May 6, 2015

Background: On October 10, 2013, the Hawaii Community Development Authority (“HCDA”) Board approved a contract to renovate the American Brewery Building (“ABB”) at 545 Queen Street. The ABB renovations and HCDA’s move was completed March 2015. The ABB has one hydraulic passenger elevator that was installed in 1995 and refurbished during the recent renovations and received a three month renovation warranty from Otis Elevator Co. which is scheduled to expire June 2015. The HCDA moved its office and operations from 461 Cooke Street to the second to fifth floors of the ABB and will need to procure elevator maintenance services.

Discussion: HCDA staff has issued a bid for a new contract to provide elevator maintenance at the ABB. The term of the contract will be from July 2015 to June 2016 with two options to extend one (1) year for a maximum 3-year term. The term is structured with opportunities to collaborate with the Department of Accounting and General Services, Central Services Division, for elevator maintenance when their current elevator contract expires in 2016.

The Contractor shall furnish all labor, materials, parts, tools, lubricants, equipment, required elevator documentation (i.e. service manuals, instructions, etc.), transportation and supervision necessary for the complete inspection, maintenance, testing, trouble calls and repair services of the elevator located at the ABB. The Contractor shall provide monthly, quarterly, semi-annual, and annual maintenance services for the elevator as a part of their contract and respond to any and all emergency calls with a trapped passenger within one hour. The bid also has an optional annual five thousand dollar (\$5,000.00) allowance for authorized extra work and parts should the elevator require any out of ordinary repairs.

Recommendation: Staff recommends that the Authority authorize the Executive Director to enter into a one-year elevator maintenance contract with an option to extend for two one-year periods and expend up to \$60,000.00 from the Hawaii Community Development Revolving Fund, Leasing and Management Subaccount, for the HCDA offices in the American Brewery Building.

Attachments: Exhibit A - Elevator Maintenance Invitation for Bids

INVITATION FOR BIDS
(HCDA 06-2014)

TO FURNISH

ELEVATOR MAINTENANCE SERVICES

FOR

THE AMERICAN BREWERY BUILDING LOCATED AT
547 QUEEN STREET

AT

KAKAAKO, OAHU, HAWAII

FOR THE

HAWAII COMMUNITY DEVELOPMENT AUTHORITY
547 Queen Street
Honolulu, Hawaii 96813

APPROVED:

Anthony J. H. Ching
Executive Director

Date: _____

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SECTION ONE - INTRODUCTION AND SIGNIFICANT DATES

1.01 TERMS AND ACRONYMS USED HEREIN

ABB	=	American Brewery Building
AG-008	=	AG-008 103D General Conditions Rev. 10/17/2013 issued by the State Office of the Attorney General
ASME	=	American Society of Mechanical Engineers
Bidder	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated
CA	=	Contract Administer
Contractor	=	The Bidder awarded a contract under this Electronic Invitation for Bid
GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
HCDA	=	Hawaii Community Development Authority, a body corporate and public instrumentality of the State of Hawaii
HlePRO	=	Hawaii State eProcurement System
HRS	=	Hawaii Revised Statutes
IFB	=	Invitation for Bids
SPO	=	State Procurement Office of the State of Hawaii
State	=	State of Hawaii

1.02 INTRODUCTION

The Hawaii Community Development Authority, (herein after referred to as "HCDA"), is seeking bids to furnish Elevator Maintenance Services at the American Brewery Building, (here after referred to as "ABB"), in accordance with this IFB HCDA 06-2014, including these Special Provision, attached Specifications and General Conditions.

1.03 SCHEDULE

HlePRO Posting/Procurement Notice System (PNS):	_____
Informational Briefing: Location: HCDA 547 Queen Street Honolulu, Hawaii 96813	February 18, 2015 10:00 AM
Deadline to Submit Written Inquiries:	March 2, 2015 4:30 PM
Response to Written Inquiries	March 9, 2014 4:30 PM
Solicitation Due:	March 10, 2015 12:00 PM

Anticipated Contract Start Date	May 1, 2015
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1.04 CONTRACT ADMINISTRATOR

The Procurement Officer is responsible for administering and overseeing the Contract, For the purpose of this contract, Aedward Los Banos, Asset Manager, or his appointed representative is designated Contract Administrator (CA).

Phone: (808) 594-0300
Fax: (808) 594-0299
Email: contact@hcdaweb.org

SECTION TWO - SPECIFICATIONS

2.01 SCOPE OF WORK

The Contractor shall furnish all labor, materials, parts, tools, lubricants, equipment, required elevator documentation (i.e. service manuals, instructions, etc.), transportation and supervision necessary for the complete inspection, maintenance, testing and repair services of the elevator located at the ABB, in accordance with these Specifications and as listed herein on the attached "**Schedule of Elevator Equipment**". The Contractor shall guarantee the safe and satisfactory operation of the elevator within the scope of this contract.

2.02 DESCRIPTION OF WORK

The Contractor shall perform complete maintenance and repair services, including inspections, testing and trouble calls for the ABB elevator included in this contract. The services shall be performed under Contractor's supervision by Contractor's certified, skilled and trained journeyman personnel in accordance with the requirements of the latest edition of the American Society of Mechanical Engineers (ASME) A17.1, all other applicable laws, regulations, rules ordinances, codes, etc. and the best commercial practices governing the maintenance of the types of elevators and services as specified herein or the manufacturer's original specifications, which ever is more stringent. The ASME elevator inspection manual A17.2 shall be used as a guide to establish that equipment is operating safely. All maintenance services shall be subject to inspection and approval by the Contract Administer (CA).

Service shall include regularly scheduled maintenance, inspections and testing, including systematic examination, cleaning, lubricating, adjusting and, as conditions warrant, necessary repairs. All maintenance services shall be as specified and shall be subject to inspection and approval by the CA. The guaranteed full service maintenance contract shall not relieve the Contractor from performing the specified scheduled maintenance services.

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.

In the performance of this contract, the Contractor agrees to abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed; specifically including, but not limited to, (1) annual no-load, low speed test of car, counterweight safeties, governors and buffers, (2) within the first year, perform full-load, rated speed test of hydraulic buffers and the safeties on cable-type elevators and (3) annual pressure tests on hydraulic type elevators as required by ASME A17.1.

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 the HCDA.

The Contractor shall be responsible for all costs necessary to maintain and repair all elevators listed for complete and satisfactory operation. This mandates that the elevator under this contract shall be capable of meeting their original speed and performance criteria under any load condition at all times. The HCDA reserves the right to make such tests as and when deemed advisable to ascertain that the requirements of these conditions are being fulfilled.

The Contractor shall re-program all emergency phones to call an emergency answering service provided by the Contractor. The emergency answering service shall be provided 24 hours a day, 7 days a week, throughout the contract period.

The Contractor shall not be required under this contract to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, subsequent to the commencement date of this contract, unless the contract is modified in writing.

The Contractor shall not be responsible for repairs, replacements or renewals due to flagrant vandalism, misuse, abuse, malicious mischief, fire, explosion, earthquake, theft, floods, water, storm, repairs by others or related damages that can be attributed to causes beyond their control. However, the Contractor shall be responsible for such repairs if the damages are caused by the Contractor's failure to properly maintain, repair, close, secure or leave the elevator equipment in proper operating condition.

The Contractor shall not be responsible to repair/replace car interiors (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, door, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, underground jacks, sump pumps and buried piping.

The Contractor shall not be responsible to service and maintain all computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system, telephones, intercoms, heat or smoke sensors or communications or safety signaling equipment not installed by the manufacturer.

The Contractor shall be responsible for maintaining in operable condition the elevator car doors, and the car ventilation fans.

Any significant maintenance requirement that is not covered herein, but necessary for the safe and consistent operation of elevators shall be immediately brought to the attention of the CA. An evaluation will be conducted by the HCDA and, as deemed necessary, a contract modification will be generated.

The Contractor will regularly and systematically examine, adjust, lubricate and, if conditions warrant, repair or replace to original specifications, the following:

- A. Machine: Including worm gear, thrust bearings, drive sheave, sheave shaft bearings, brake coil, brake linings, and components.

- B. Pump Unit: Including pump, V-belts, strainers, silencers, springs and gaskets.
- C. Motor Generator: Including windings, bearings, rotating element, commutators, brushes and brush holders.
- D. Jack Unit: Including guide bearing, packing and packing gland.
- E. Controller: Including relays, resistors, contacts, coils, leads, transformers, fuses, timing devices and solid state components.
- F. Valves: Including relief valve, pilot, lowering, leveling and checking valves; or any of the parts thereof.
- G. Dispatching Equipment: Including relays, resistors, contacts, coils, leads, fuses, transformers and solid state components.
- H. Selector: Including electrical or mechanical drive components, cam contacts, relays, resistors, leads, transformers and solid state components.
- I. Governor: Including sheave, bearings, shafts, contacts and governor jaws.
- J. Car: Including power door operator, door protective devices, car door hangers, car door contact, load weighing equipment, car safety devices and car guide shoes.
- K. 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.
- L. Counterweight: Including roller guides and sheaves.
- M. Fixtures: Car and hall button stations, master indicator control panel, all signal fixtures including contacts, buttons, key switches and locks, lamps and sockets.
- N. Wire Ropes: Will be renewed as often as necessary to maintain an adequate factor of safety.

The Contractor agrees to maintain the more stringent of the following: either the minimum performance requirements outlined below or those requirements contained in the original specifications for the elevators as designated in Itemized Maintenance Tasks listed hereinafter.

- A. 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 ($\frac{3}{4}$) open.
- B. Door opening times are measured from the start of the car door open until doors are in the fully open position.
- C. Door closing times are measure from the start of door close until hoistway doors are fully closed. Contract times will be those shown or minimum permitted by code, wherever is greater.
- D. Stopping accuracy shall be measured under all load conditions.
- E. Variance from rated speed, regardless of load, shall not exceed plus five percent (+5%).
- F. Door closing pressure shall not exceed thirty (30) pounds.

In accomplishing 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 Contractor shall provide the mandated performance tests indicated and as specified in the American Society of Mechanical Engineers Code for Elevators and Escalators manual, in effect as of the date of bid. The tests will be witnessed by a licensed State Elevator Inspector and Include, but not limited to:

1. 5-year Safety test for electric elevators.
2. 3-year Safety test for hydraulic elevators.

All safety deficiencies or damage to the elevators or building structure caused by the safety test will be corrected immediately by the Contractor at their expense.

The HCDA will notify the Contractor of any flooding in the elevator pit. In addition, the Contractor, while performing scheduled maintenance service shall notify the HCDA immediately of any flooding in the elevator pit, sump pump pit or retention basin. In each instance, the Contractor shall provide an estimate of the work to be performed (water/oil removal, disposal, repairs, etc.) within one (1) working day to the HCDA. If the repair to be done is approved by the HCDA, payment shall be made through purchase order after the work is completed.

Upon completion of this contract period, the next bid winning contractor shall be allowed to submit a list of discrepancy items (elevator components, that require maintenance/repair, that should have been maintained/repared within this contract) within 30 days after they take responsibility of the elevator systems. The CA, or a representative, shall determine which claims are valid and submit an official list to the contractor. **All services (monthly, quarterly, semi-annual and annual services, trouble calls, etc.) included within this contract, shall remain in effect, beyond the end of the contract period, for each elevator system with any item listed on the official discrepancy list. All corrective work and extended services shall be included in this contract and provided at no additional cost to the HCDA.**

Upon the acceptance that all discrepancy items for an elevator system have been properly repaired/replaced, all responsibility of that system shall cease.

All elevator plans provided by the CA shall be returned upon the completion of this contract period. The Contractor shall provide to the CA a set of elevator plans (i.e., drawings), in good condition, with any updates or changes made during the contract period these changes should be incorporated into the plans.

2.03 ITEMIZED MAINTENANCE SERVICE TASKS

All maintenance services performed by the Contractor shall include applicable items listed but shall not be limited to the following itemized maintenance tasks:

Monthly Maintenance Service

- A. 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.

- B. 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.
- C. CAR DOOR AND OPERATOR Examine and clean. Tighten any loose screws or bolts and replace worn pins and bearings. Check door gibs and tighten or replace if necessary. Lubricate moving parts as required. Check safety edges and light ray for proper operation. Adjust if necessary.
- D. 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.
- E. 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.
- F. 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.
- G. 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 where applicable.
- H. MISCELLANEOUS
 - 1. Clean pit and machine room floor.
 - 2. Check floor indicator panels in lobby and replace burnt out lamps.
 - 3. Examine hall button stations and signal system for proper operation. Replace cracked or worn buttons and burned-out bulbs as necessary.
 - 4. Check hall lanterns for proper operation. Replace burnt out gong coils and lamps.
 - 5. Check operation of inspection and access key switches for proper operation. Adjust or repair as necessary.

Quarterly Maintenance Service

- A. Check alarm bell and communication system. Repair or report any malfunctions.
- B. Check emergency switches.

Semi-Annual Maintenance Service

- A. DOOR OPERATOR
 - 1. Check fastenings, operation of checks, interlocks, etc. Adjust as required.
 - 2. Check the inertia of doors. Make adjustments, as required.
 - 3. Check oil gear case. Change if necessary.
- B. CAR
 - 1. Check stile channels for bends or cracks, also car frame, cams and supports.
 - 2. Check gate or door upthrust, sill grooves, bottom guides, etc.
- C. CONTROLLERS

1. Clean with blower.
 2. Check alignment of switches, relays, timers, etc. Clean and make adjustments as necessary.
 3. Check all condensers, resistance tubes and grids.
 4. Check oil in overload relays.
 5. Check settings and operation of overloads.
 6. Check and clean fuses and holders.
 7. Check all controller connections.
- D. EMERGENCY LIGHTS
1. Change battery as per manufacturer's recommendations.
 2. Record on emergency light fixture the date battery was changed.
 3. Clean light and light lens.
 4. Check light and bell for proper operation.

Annual Maintenance Service

- A. HOISTWAYS
1. Check limit, landing and slowdown switches.
 2. Clean sills.
- B. HALL
1. Check hall button contacts, springs, wiring, etc.
 2. Clean if necessary.
- C. TRAVELING CABLE Check wear, insulation, hanging and junction box connections.
- D. HOISTWAY DOORS
1. Check for proper clearances. Adjust if necessary.
 2. Check bottom gibs, struts, sill, headers and fastenings.
 3. Clean and adjust door contacts, if necessary.
 4. Check relating cable for wear. Replace if necessary.
 5. Clean and lubricate tracks, hangars, upthrusts, etc. Adjust if necessary.
- E. MISCELLANEOUS
1. Keep the exterior of the machinery clean. Keep it properly painted and presentable at all times.
 2. Treat the motor windings and controller coils with proper insulating compound.
 3. Check all ball and roller bearings for proper lubrication. Add lubrication only if necessary.

2.04 SPECIAL REPORTS

Prior to the commencement of the work included within this contract, the Contractor shall submit to the CA their monthly inspection schedule for the period of the contract.

The Contractor shall also submit a separate monthly Service Report Form and/or Logbook Form for CA approval prior to start of work. Contractor shall also provide with monthly Service Report Forms and/or Logbook Forms any other evidence pertaining to the maintenance and repair of the elevator to the extent, and in such detail, as will properly and adequately reflect the past maintenance history (date, building, elevator identification, service performed, service personnel, time-in, time-out, etc.) and

maintenance materials (materials, parts and equipment) at the completion of each service or with the invoice.

Additionally, the Contractor shall provide the HCDA with summary reports on or before the 15th of each month. The reports shall describe the work performed during the preceding month and include the date(s) the work was performed. It shall also list any existing deficiencies that are the responsibility of the contractor and repair status for these items. Alternatively, an Internet website which contains the required information may be substituted for the above requirement.

2.05 WORK SCHEDULE

The contractor shall perform total coverage maintenance, inspection, testing and repair services to elevator, as listed herein, including any other equipment not listed but which are permanently part of the existing systems and not newly installed, all in accordance with the best commercial practices and as required to provide safety and operational reliability.

Within seven (7) days after the award of this contract, the Contractor shall submit to the CA, in writing, for approval, a proposed Maintenance, Inspection and Testing schedule, a proposed Maintenance Logbook, and a Service Report Form, all in sufficient detail to show their adequacy in carrying out the terms of this contract. Contractor shall include, for approval by the HCDA, any other forms to be used in the performance of the contract requirements. The HCDA reserves the right to provide the Contractor with preprinted maintenance forms or worksheets to be completed by the Contractor.

All maintenance tasks described herein including unlimited call-back service shall be performed between the hours of 7:45 A.M. to 4:45 P.M. on normal working days, **Monday through Friday**, excluding State holidays.

Maintenance tasks shall be performed during normal State working days (Monday through Friday), or as coordinated and approved by the CA. All maintenance service reports shall be certified by a representative of the building.

- A. **Monthly** maintenance tasks shall be not less than three weeks nor more than five weeks from the last service, unless the previously scheduled maintenance was delayed by the HCDA.
- B. **Quarterly** maintenance tasks shall be performed during regular monthly service and shall be not less than twelve weeks nor more than fourteen weeks from the last quarterly service, unless the previously scheduled maintenance was delayed by the HCDA.
- C. **Semi-Annual** maintenance tasks shall be performed during regular monthly service and shall be not less than twenty five weeks nor more than twenty seven weeks from the last semi-annual service, unless the previously scheduled maintenance was delayed by the HCDA.
- D. **Annual** maintenance tasks shall be performed during regular monthly service and shall be not less than fifty one weeks nor more than **fifty three weeks** from

the last annual service, unless the previously scheduled maintenance was delayed by the HCDA.

(For example – if an Annual Maintenance is scheduled for April and the work is delayed, by the HCDA, and not performed until June; the next annual service should still be scheduled in April)

The Contractor is required to schedule work to accommodate and prevent disruption of building operations as much as possible and/or may be required to return at a more appropriate time, all at no additional cost to the HCDA, but work must be performed and not missed.

All work performed by the Contractor shall be subject to random periodic inspection and testing by the CA or a representative. The HCDA reserves the right to have the Contractor present at such inspections to be scheduled by the HCDA at no additional cost to the HCDA. Upon inspection, should Contractor fail to meet the maintenance requirements as specified, Contractor shall be considered in breach of contract.

All Contractor Logbooks and/or Service Reports, whether regular maintenance, emergency or authorized extra work, shall be filled out properly and completely at the time of service and shall include: day & date, time start, time complete, service performed, materials used and costs, service person, elevator identification, etc. and shall be certified (signed) by a representative of the building.

2.06 MAINTENANCE LOGBOOK

The Contractor shall prepare and post a log book at the 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 including the other information listed above. 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 the State Elevator Inspector.

2.07 EMERGENCY SERVICE AND AUTHORIZED EXTRA WORK

Emergency and repair service or authorized extra work required between regular maintenance service shall be rendered as follows: emergency “trapped” passenger(s) service **within one (1) hour**, all other emergency services (trouble calls) or call backs **within two (2) hours**, and authorized extra work services **within twenty four (24) hours, after the Contractor is notified**. The Contractor shall provide copies of the past maintenance history and itemized cost breakdown upon request by the CA. As emergency, repair or extra work jobs are progressing/completed, the Contractor **must** notify the CA **daily** of the status of repairs and estimated completion time in the event the elevator is “out of-service”.

The HCDA reserves the right to have emergency, repair or authorized extra work tasks (covered by this contract) performed on the weekends or after normal operating hours. Whenever the HCDA exercises this right, the HCDA will compensate the Contractor only for one half (½) the hourly rate provided by bidder on the appropriate Bid Form Page, which shall **include applicable fringe benefit, mileage, travel, and tax costs**. The Contractor shall be responsible for all other costs as if the work was performed during normal working hours.

For authorized extra work tasks not covered by the contract the contractor shall be compensated based only upon the hourly rate provided by bidder on the appropriate Bid Form Page. Work performed during State normal working hours shall be compensated according to the hourly rate provided by bidder on the appropriate Bid Form Page, and work performed after State normal working hours shall be compensated at one and one half (1½) the hourly rate provided by bidder on the appropriate Bid Form Page.

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

When emergency services or repair work not covered by the contract or authorized extra work are necessary, the Contractor shall promptly provide the CA within 24 hours of the notification of the emergency/repair (trouble call), with an estimated cost and shall receive advance approval from the CA prior to performing any such work over three (3) hours labor or \$300.00 total cost.

An itemized written quotation shall follow within 48 hours of any emergency/repair services performed, containing the following minimum information:

- A. Description and breakdown of material, parts and labor costs.
- B. Extra costs such as air freight.
- C. Completion date.

Contractor shall bill such emergency services or authorized extra work separately from the contract price. Unless the Contractor is given a separate purchase order authorizing them to make such repairs, the HCDA shall not be held responsible for payment of any such work performed by the Contractor.

2.08 TROUBLE CALL PROCEDURES

1. HCDA notifies Contractor of problem and assigns control number.
2. Contractor will call or e-mail the HCDA by the following day and report the status of the trouble call by control number.
 - a. If completed, Contractor will inform the HCDA of their evaluation of the trouble and the action taken to remedy the situation.
 - b. If not completed, Contractor will inform the HCDA of the problem and provide an estimated completion date.
3. Once a week the Contractor shall report on all outstanding trouble calls and their estimated completion date and/or action pending.

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

2.09 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 as specified in the Itemized Maintenance Service Tasks, and covered by the contract, shall be provided at no additional cost to the HCDA.**

The Contractor shall maintain a supply of parts and material that is required for normal repairs of the elevators. The Contractor shall notify the HCDA whenever parts are not locally available to accomplish the repairs. **The HCDA reserves the right to request the parts be shipped by air freight at the expense of the HCDA 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 HCDA reserves the right to require the Contractor to air express (next day delivery) the parts at the Contractor's expense.**

2.10 ALLOWABLE COSTS FOR PARTS

If replacement parts or materials are required for "chargeable" emergency or repair services or authorized extra work, not covered by the contract, the HCDA shall compensate the Contractor for the part(s) at the Contractor's cost, plus mark-up. 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 part or material invoices with their invoice to the HCDA. Use only new, standard parts or material as manufactured by the maker of each unit or part of equal quality.

2.11 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 EPA and/or other government regulations including providing written records, as required. The Contractor shall support and protect the HCDA legally and financially with regard to these regulations.

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

2.12 SAFETY PRECAUTIONS

The Contractor is not to perform maintenance and repair work until all safety type barricades are in place, if work is performed during normal work hours with work site accessible to the public. The Contractor shall comply with all applicable safety regulations promulgated by OSHA, EPA and other governmental agencies.

2.13 SECURITY REQUIREMENTS

The Contractor must be aware of the security conditions at the ABB. The Contractor is requested to be aware of and to report any suspicious activity or obvious breach of security, in relation to, or in the course of their work at the ABB, to the CA with as much detailed information as possible. 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 may be required to schedule and coordinate, in advance, maintenance service or repair work at the ABB. The Contractor may also be required to submit a list of personnel assigned to this contract, on their Company Letterhead, to the HCDA as soon as the contract is executed and prior to the start of the work.

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.

SECTION THREE - SPECIAL PROVISIONS

3.01 SCOPE

The furnishing of Elevator Maintenance Services at the American Brewery Building for the Department of Business, Economic Development & Tourism, Hawaii Community Development Authority, shall be in accordance with this IFB, including these Special Provisions, attached Specifications and General Conditions.

3.02 TERM OF CONTRACT

The initial term of contract shall be for a one (1) year period commencing from the official date on the Notice to Proceed.

Unless terminated and subject to availability of funds, the contract may be extended without re-bidding, upon mutual agreement in writing between the HCDA and the Contractor, prior to the expiration date, for a period not to exceed two (2) additional twelve (12) month periods, or portions thereof; provided, however, the contract price for the extended period shall not be increased above the then current contract price, subject to any price increase allowed by the contract.

The HCDA may terminate any extended contract period at any time upon one hundred twenty (120) days prior written notice.

3.03 RESPONSIBILITY OF BIDDERS

Bidder, if determined to be qualified and submitting the lowest responsive bid, is required to submit a "Certificate of Vendor Compliance" as proof of compliance with the requirements of §103D-310(c), HRS. This involves evidence of the following:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

As proof of compliance, Bidders must furnish to the HCDA a current and valid Certificate of Vendor Compliance from the Hawaii Compliance Express (HCE) system. The HDCA shall verify compliance on HCE. If a Bidder is not compliant on HCE at the time of award, the Bidder will not receive the award.

3.04 CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

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

3.05 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Bidders should be aware that if awarded the contract, Section 11-355, HRS, prohibits campaign contributions from State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

3.06 REQUIREMENTS FOR CONTRACTOR LICENSING CLASSIFICATIONS

Bidders who are General Engineering Contractors holding an 'A' license and/or General Building Contractors holding a 'B' license are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. V. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the General Contractor to act as a specialty Contractor in any area in which the General Contractor has no license.

Bidders are solely responsible to review the project requirements, determine the appropriate licenses required, and ensure that they possess, and that their listed Subcontractor(s) possess, the necessary specialty licenses to perform the work for this project.

3.07 BIDDER QUALIFICATIONS AND QUALIFICATION FORM

Experience and Qualifications. The Bidder shall have a minimum of five (5) consecutive years experience (immediately prior to the bid opening date), in the field of elevator maintenance and repair service. All bidders must be able to produce documented maintenance and repair experience to substantiate their claim of experience.

Service Facility. The Bidder shall have a service facility on Oahu and will be accessible to telephone calls, complaints or emergency service requests. Answering machines do not qualify and are in default of these requirements. Service facility shall include warehousing of spare parts and materials required for the maintenance and repair of equipment listed in this contract; and from where the technicians are dispatched to perform the work specified in this contract. Service facility information shall be furnished on the appropriate Qualification Form page.

License. The Bidder shall possess at the time of bid submittal, a valid State of Hawaii contractor license and the required business and tax licenses in order to conduct business in the State of Hawaii. Both the contractor's license and tax license must be kept in force during the duration of this contract and for any extensions that may be agreed upon. The HCDA may

request Bidder to submit a valid copy of the contractor license within ten (10) working days from the date the request is made.

Personnel Qualifications. Bidder's personnel can be listed only once in the mechanics spaces provided on the appropriate Qualification Form page.

The Bidder shall have at least one (1) elevator mechanic assigned to this contract who are regular employees of the Bidder at the time of bid with a minimum of five (5) years of elevator maintenance and servicer experience at the time of bid on similar types of elevators as indicated in these specifications. Elevator mechanics shall meet the minimum requirements for elevator mechanics of the International Union of Elevator Constructors, Local 126. **PROOF OF MEETING THIS REQUIRMENT MAY BE REQUIRED.**

Bidder shall have sufficient personnel and equipment necessary to perform and complete the work specified herein within the time period indicated. This requirement is necessary to insure adequate emergency and regular maintenance calls. Mechanic information shall be furnished on appropriate Qualification Form page.

Falsification of personnel qualifications, inability to perform the work in accordance with these specifications, utilization of unqualified personnel, or excessively high turnover of personnel assigned to this project SHALL CONSTITUTE A BREACH OF CONTRACT.

References. Bidder will list on the applicable Qualification Form page at least five references in the State of Hawaii, other than the State of Hawaii government, for whom Bidder has performed maintenance service of elevators on a regular basis, that is similar in nature and volume to services specified herein, that will qualify Bidder to perform the project. The State reserves the right to contact the references provided and to reject any bid submitted by a Contractor whose performance on other service contracts similar to this one has been proven unsatisfactory.

Qualification Form. Bidders must complete and submit all Qualification Form pages with its bid, as an attachment on HlePRO. Refer to section 3.15 Submission of Bid below for further information.

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

3.08 PRE-BID CONFERENCE

Prospective qualified Bidders are invited to attend a pre-bid conference to be held on February 18, 2015 at 10:00 a.m. (HST) at the HCDA, 547 Queen Street, Honolulu, Hawaii. The purpose of this non-mandatory meeting is to address any questions and concerns Bidders may have regarding the procurement process, IFB specifications and the scope of work.

Bidders are advised that anything discussed at the pre-bid conference does not change any part of this solicitation. All changes and/or clarifications to this solicitation shall be done in the form of written addenda.

Submission of a bid in response to this solicitation shall indicate that Bidder understands the scope of services to be provided, and accepts the terms and conditions of the resulting contract,

if awarded. 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.

3.09 WRITTEN INQUIRIES

Inquiries regarding this solicitation are due on or before March 2, 2015. All inquiries shall be made using the HlePRO Question and Answer Section.

Responses to inquiries shall be made by way of HlePRO, Question and Answer Section, on or before March 9, 2015.

3.10 EXAMINATION OF SERVICE AREAS

Prospective qualified Bidders should visit the service and thoroughly familiarize themselves with existing conditions and the amount and kind of work to be performed. Bidder shall call Sara Allen at (808) 594-0305 to make arrangements to visit the service areas. Site visitations will be held between February 18, 2015 and March 17, 2015. No additional compensation will be made by reason of any misunderstanding or error regarding conditions at the service areas or the amount and kind of work to be performed.

No additional compensation will be allowed for replacing non-working components. Submission of bid shall be evidence that the Bidder understands and will comply with these specifications if awarded the contract. All equipment whether listed on the schedule or not, but is a component of the elevator system, shall be serviced.

3.11 BID PREPARATION

Bid Form A, Page BFA-1. Bidder is requested to submit its bid using Bidder'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 Bid Form A, page BFA-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Bid Form A shall be an original signature in ink, which shall be required before an award, if any, can be made. The signed Bid Form A page BFA-1 shall indicate Bidder's intent to be bound.

Bid Quotation for Part A – Monthly Elevator Maintenance Service: Bid price for Monthly Elevator Maintenance Service shall include ALL COSTS for labor, equipment, parts and materials, mileage and all applicable taxes (including the current Hawaii General Excise Tax), and any other expenses necessary as required to perform the services as specified in this bid solicitation. In addition, Bidder is requested to furnish in the space provided on Bid Form B Part F pages the applicable labor rate that will be charged for estimated extra work service (not covered under the scope of work of this IFB) as approved by the CA.

This rate shall be the standard hourly rate charged by the Bidder and NOT an overtime rate, and shall include ALL applicable fringe benefits, travel, mileage and all applicable tax costs (including the current Hawaii General Excise Tax).

Bids must have all requested information provided in order to be considered for award. Bidder must bid on all items within each group to be considered for award for that group.

Bid Quotation for Part D - Estimated Extra Work Service: Bid price for Estimated Work Service shall reflect Contractor's applicable labor rate that will be charged for any emergency, repair or authorized extra work (not covered under the scope of work of this IFB) as approved by the CA.

This rate shall be the standard hourly rate charged by the Bidder and NOT an overtime rate, and shall include ALL applicable fringe benefits, travel, mileage and all applicable tax costs (including the current Hawaii General Excise Tax).

The estimated 80 hours is to be used solely for bid evaluation purposes and not intended to reflect a guaranteed amount or to be included in the contract amount.

Tax Liability: Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current rate. If, however, a Bidder is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference: For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an IFB 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.

Bid Guaranty: An Bid security deposit is not required for this solicitation.

References: Bidder shall list on the appropriate Qualification Form page, at least five (5) references in the State of Hawaii, other than the State of Hawaii government for whom Bidder has performed maintenance service of elevators on a regular basis, that is similar in nature and volume to services specified herein, that will qualify Bidder to perform the services. The HCDA reserves the right to contact the references provided, inquire about the Bidder's performance on the jobs and to reject any bid submitted by a Contractors whose performance on other services contracts similar to this one has been proven unsatisfactory.

Insurance: Bidder shall provide insurance information as required in the Bid Form A. Refer to Liability Insurance section 3.18.

Wage Certificate: Bidder must complete and submit a Wage Certificate with its bid, as an attachment on HlePRO, by which the Bidder certifies that services required will be performed pursuant to Section 103-55, HRS. Refer to section 3.13 and 3.15 below for further information.

ALLOWANCE: Contractor may be required to perform additional work. Such work shall be performed only at the direction and/or preapproval of the Contract Administrator or its designated representative. The Contractor shall be reimbursed for allowance items after services are performed. An allowance amount of **FIVE THOUSAND DOLLARS (\$5,000)/year for Additional Work (not included in the scope)** will be included to the TOTAL ANNUAL SUM BID when the Contract is prepared.

3.12 WAGES, HOURS, AND WORKING CONDITIONS OF EMPLOYEES OF CONTRACTOR PERFORMING SERVICES

All Bidders for service contracts shall comply with Section 103-55, HRS, which provides as follows:

Wages, hours, and working conditions of employees of CONTRACTOR supplying services: Before any Bidder is entitled to submit any bid for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, Bidder shall certify that the services to be performed will be performed under the following conditions:

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

Compliance with labor laws: All applicable laws of the federal and state governments relating to worker's compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the contract to perform services shall result in cancellation of the contract.

It shall be the duty of the governmental contracting agency awarding the contract to perform services in excess of \$25,000 to enforce this section.

This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

1. Managerial, supervisory, or clerical personnel.
2. Contracts for supplies, materials, or printing.
3. Contracts for utility services.
4. Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, Hawaii Revised Statutes, (HRS).
5. Contracts for professional services.
6. Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
7. Contracts with nonprofit institutions.

Wage Certificate: Bidder must complete and submit a Wage Certificate with its bid, **as an attachment on HlePRO**, by which the Bidder certifies that services required will be performed pursuant to Section 103-55, HRS. Refer to section 3.15 Submission of Bid below for further information on submitting documents via HlePRO.

3.13 PAYROLL AFFIDAVITS

Contractor shall submit quarterly payroll documentation to the HCDA for all employees working under this contract. Documentation shall include employee time cards, payroll records, and copies of canceled checks to verify that Contractor's employees are being paid State of Hawaii prevailing wages for hours worked under this contract.

3.14 SUBMISSION OF BIDDERS

Bidders shall be received electronically through the HlePRO by March 17, 2015 at 4:30 p.m. (HST). **Bids received outside of the HlePRO shall not be considered for award.** To register for HlePRO go the State Procurement Office website: www.spo.hawaii.gov. Click on the Hawaii Electronic Procurement System (HlePRO), then, HlePRO Vendor Registration Walk Through Instructions and HlePRO VENDOR REGISTRATION.

Bidder's electronic response to this solicitation shall be deemed a bid to sell the specified goods and/or services to the HCDA at the price(s) shown in the response and under the terms and conditions of this solicitation.

Bidders shall submit a cover letter that shall include the following:

1. The signature, name, title, address, business telephone number and email address of that individual(s) with the authority to negotiate and contractually bind the Contractor.
2. A brief qualifying statement made by the authorized individual(s) outlining the Contractor's skills, facilities, experience, and organizational and technical qualifications or the ability to obtain such as to be able to meet the requirements set forth in the Specifications and Special Provisions.

Bidders must complete and submit all Cover Letter, Certificates, Bid Form A and Bid Form B pages, Wage Certificate, and Qualification Form pages. These documents must be submitted electronically through the HlePRO. Otherwise an Bidder submitting the lowest responsive and responsible Bidder may not receive the award.

3.15 RESPONSIBILITY OF BIDDERS – DOCUMENTATION

Timely Submission of all Certificates. Bidder shall be required to submit to the HCDA, the documents referenced **as an attachment with bid.** If valid certificates are not submitted on a timely basis for award of a contract, an bidder otherwise responsive and responsible Bidder may not receive the award.

It is recommended that Bidders apply for these documents as soon as possible to ensure timely submittal when requested.

Responsibility of Lowest Responsive Bidder. The documents referenced below demonstrate compliance with section 103D-310(c), HRS.

HRS Chapter 237 Tax Clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive Bidder shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the DAGS/CSD.

The tax clearance certificate shall be obtained on the State of Hawaii, *DOTAX TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.hawaii.gov/tax/a1_1alphalist.htm

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Bidder, and must be submitted directly to the DOTAX or IRS and not to the DAGS/CSD. However, the tax clearance certificate shall be submitted to the DAGS/CSD.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Bidder shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the DAGS/CSD. A photocopy of the certificate is acceptable to the DAGS/CSD.

The certificate of compliance shall be obtained on the State of Hawaii, *DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which

is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Bidder who in turn shall submit it to the DAGS/CSD.

The application for the certificate is the responsibility of the Bidder, and must be submitted directly to the DLIR and not to the DAGS/CSD. However, the certificate shall be submitted to the DAGS/CSD.

Compliance with Section 103D-310(c), HRS for an entity doing business in the State. The lowest responsive Bidder shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the DAGS/CSD. A photocopy of the certificate is acceptable to the DAGS/CSD.

To obtain the Certificate, the Bidder must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Bidders are advised that there are costs associated with registering and obtaining the Certificate.

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, Bidders may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that Bidder's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Bidders that elect to use the new HCE services will be required to pay an annual fee to the Hawaii Information Consortium, LLC (HIC). Bidders choosing not to participate in the HCE program will be required to provide the paper certificates as instructed above.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" under the "Quick Links" section of the home page.

Alternately, instead of submitting the above two certificates Vendors may choose to use the Hawaii Compliance Express (HCE) "Certificate of Vendor Compliance".

3.16 AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the responsive, responsible, qualified Bidder submitting the lowest evaluated TOTAL SUM BID PRICE. Bidder must bid on all items to be considered for award. Failure to do so shall result in rejection of the entire bid.

In the event of a tie, the Contractor submitting the lowest Total Bid Price for Part A (Original Contract Period) shall be awarded the bid.

In the case of error in the TOTAL SUM BID PRICE, the monthly unit price for each item in the grouping shall govern.

Awards shall be contingent on the availability of funds. The HCDA reserves the right to cancel this IFB and/or reject any and all bids in whole or in part when it is determined to be in the best interest of the HCDA.

3.17 LIABILITY INSURANCE

The Contractor shall obtain and maintain insurance described below which shall provide coverage against claims arising out of the Contractor's operations under the contract whether such operations are performed by the Contractor itself or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable during the life of this contract.

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to 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 an 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 or policies 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:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate
\$1,000,000 Completed Operations Aggregate Limit
\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal & Advertising Limit

Umbrella Liability: \$2,000,000 Aggregate

Worker's Compensation:

Coverage A: As required by Hawaii Laws
Coverage B: Employer's Liability
\$1,000,000 Bodily Injury by Accident Each Accident
\$1,000,000 Bodily Injury by Disease
\$1,000,000 Policy Limit and \$1,000,000 Each Employee

Automobile \$1,000,000 per occurrence and \$2,000,000 in aggregate

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Business, Economic Development & Tourism, Hawaii Community Development Authority, 547 Queen Street, Honolulu, Hawaii 96813."
2. "The State of Hawaii and the Hawaii Community Development Authority is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "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."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Prior to issuance of the Notice to Proceed, Award Notification or Purchase Order, Contractor must provide to Hawaii Community Development Authority, 547 Queen Street, Honolulu, Hawaii 96813 a CERTIFICATE(S) OF INSURANCE, within ten (10) working days from the date the request is made, completed by a duly authorized representative of their insurer certifying that the liability coverage(s) is written on an occurrence form. The certificate of insurance is necessary to satisfy the HCDA 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 HCDA during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the HCDA, Contractor shall be responsible for furnishing completed certified copies of all required insurance policies, including endorsements effecting the coverage required at any time.

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

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 or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

It is recommended that Bidders apply for the Certificate of Insurance as soon as possible to ensure timely submittal when requested.

3.18 PERMITS, LICENSES, AND TAXES

The Contractor shall procure all permits and licenses, during the original or extended contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Failure to procure and maintain valid permits and licenses required by law and these specifications may be cause for the HCDA to terminate the contract.

3.19 PERFORMANCE BOND

A Performance Bond is not required for this contract.

3.20 EXECUTION OF CONTRACT

The HCDA shall forward a **formal contract** to the successful Bidder for execution. The contract shall be signed by the successful Bidder and returned within ten (10) working days after receipt by the Bidder.

If the option(s) to extend for the twelve-month period is mutually agreed upon, Contractor shall be required to execute a supplement to the contract.

3.21 NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Award Notification, Notice to Proceed or Purchase Order.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Award Notification, Notice to Proceed or Purchase Order issued by the HCDA. The State of Hawaii and the HCDA is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

3.22 INVOICING

Contractor shall submit an original copy of the invoice to the appropriate office listed below. The invoice shall include the contract number, IFB number, facility names and the month of service.

Hawaii Community Development Authority
547 Queen Street
Honolulu, Hawaii 96813
Phone: 808-594-0300

Invoice shall include itemize listing dates of service and identification of units serviced. Inspection service reports shall be attached to the invoice. The Contractor should take the proper precaution to address all invoices, communication and correspondence. **Final payment for the remaining contract funds shall not be approved for payment until the acceptance of all repair/replacement work for discrepancy items.**

The Contractor shall include with the invoice, all service reports for each unit serviced (fully completed with original signatures of the maintenance mechanic and a building representative), material and subcontractor invoices, and/or labor time sheets to substantiate parts and service charges to the HCDA. Invoice payments may be delayed or rejected because of missing or incomplete paperwork. Services which cannot be certified by a representative of the building may not be compensated.

Payment shall be made to the Contractor at the invoiced price upon certification by the HCDA that the Contractor has satisfactorily performed the required services for each month.

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 HCDA. Incomplete invoices will be returned to the Contractor without processing.

For authorized emergency, repair and extra work, not covered by the contract, but approved by the CA, a separate detailed invoice is required. Invoices shall contain date of work, description of the work performed, elevator identification, and detailing the hours of labor at the quoted bid price from the Bid Form B page Part D, Estimated Extra Work Service; parts and material as allowed under the Section "Allowable Costs for Parts" of the Specifications and the total amount. Any extra work will be paid for with the allowance amount as allowed under the Section "Bid Preparation – Allowance" of the Special Provisions.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22) will be required for final payment. A copy of the form is available at www.spo.hawaii.gov. Select Forms for Vendors/Contractors from the "Quick Links" section of the home page.

Alternatively, a "Certificate of Vendor Compliance", issued through the Hawaii Compliance Express system, shall be acceptable for final payment requirements.

3.23 PAYMENT

Section 103-10, HRS, provides that the HCDA shall have thirty (30) calendar days after receipt of invoice or satisfactory performance of the services to make payment. For this reason, the HCDA will reject any bid submitted with a condition requiring payment within a shorter period. Further, the HCDA will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

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

3.24 PAYMENT TO HAWAII INFORMATION CONSORTIUM

The Hawaii EProcurement System (HlePRO) is administered by Hawaii Information Consortium, LLC ("HlePRO Contractor"). The HlePRO Contractor shall invoice the awarded vendor directly for payment of transaction fees. Payment must be made to the HlePRO Contractor within thirty (30) days from receipt of invoice. The HlePRO Contractor is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HlePRO system.

3.25 SUBCONTRACTORS

The Contractor shall not delegate any duties listed in this IFB to any subcontractor, unless prior written approval is given by HCDA. The HCDA reserves the right to approve all subcontractors and shall require the Contractor to replace any subcontractors found to be unacceptable. The Contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all services whether or not the Contractor performs them.

3.26 SERVICE AREAS

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

3.27 SERVICE REQUIREMENTS AND CONTRACT MODIFICATIONS

It is understood and agreed that in addition to the building listed herein, Contractor shall be required to furnish services specified herein to any new building or any building not initially listed in this IFB, when such services are required. Contractor shall be notified of such requirements by a contract modification issued by the HCDA.

The HCDA reserves the right to add or delete whole buildings to the contract and will make adjustments by contract modifications.

The HCDA also reserves the right to add or delete individual elevators to this contract. **NOTE: The Contractor cannot refuse to accept the additional elevators.** Any increase or decrease in contract price for additional or deleted units shall be based on negotiated price between the Contractor and the HCDA and shall become binding only upon issuance of a contract modification by the HCDA. In the event there is a question, the HCDA 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 buildings during the contract period.

3.28 WARRANTY

The Contractor shall submit a written warranty for the replacement of any integral part of equipment listed herein, such as compressors, fan motors, etc., as guaranteed by the factory.

The warranty shall consist of the period covered from the date of installation, make, model number, serial number, and location of equipment (name of building, floor number, etc.) and shall be provided to the HCDA.

There will be some elevators that are covered by manufacturer's and installer's warranties and/or initial maintenance service agreement. The expiration dates of these units will be provided by the HCDA. As the warranties and/or agreements expire, the Contractor shall commence service on these units and shall continue to service them for the remaining period of the contract. The Contractor cannot refuse to accept the additional/replaced equipment. Any increase in the contract price for these units shall be negotiated between the Contractor and the HCDA and shall become binding only upon issuance of a contract modification by the HCDA.

3.29 INSPECTION

All work done and all materials furnished shall be subject to random periodic inspection and approval by the CA so as to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications and Special Provisions. He may require additional information as necessary to maintain a record of the service rendered, and also request that the Contractor accompany him on field inspections to be scheduled periodically.

The Contractor shall furnish the CA one copy of a service check receipt for each unit serviced and a service checklist bearing the signature of the maintenance man and the signature of the designated HCDA employee certifying receipt of services. All service reports, tickets, checklists, etc. must be fully completed and signed as herein before specified and must be submitted with monthly invoices or invoices for purchase orders. Services which cannot be certified by a representative of the HCDA may not be compensated.

3.30 RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply, the HCDA reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

3.31 REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the HCDA, upon request in writing by the Procurement Officer.

3.32 RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirements of the contract, these Special Provisions, the Specifications, and AG008 herein, in addition to the recourse stated in Section 13 of the AG008, the HCDA reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the HCDA. In case any

money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the HCDA. The HCDA may also utilize all other remedies provided by law.

3.33 LIQUIDATED DAMAGES

Liquidated damage is fixed at the sum of TWO HUNDRED DOLLARS (\$200.00) per each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor. Refer to Section 9 of the General Conditions.

3.34 APPROVALS

Any agreement arising out of this bid 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, regulations, rule, order, or other directive.

3.35 NONDISCRIMINATION

No person performing work under this Contract, including any subcontractor, employee, or a agent of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

3.36 INDEMNIFICATION AND DEFENSE

The Contractor shall defend, indemnify and hold harmless the State of Hawaii, the Hawaii Community Development Authority, and their officers, employees, and agents from and against all liability, loss, damage, costs, and expense including attorney's fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

3.37 COMPETENCY OF BIDDERS

Prospective Bidders must be capable of performing the work for which bidders are being called. Either before or after the deadline for a bid, the purchasing agency may require Bidders to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Bidders to furnish satisfactorily the goods or services being solicited by the HCDA. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the bid. Any Bidder who refuses to answer such inquiries will be considered non-responsive.

3.38 TERMINATION FOR CONVENIENCE

The HCDA may, when the interests of the HCDA so require, terminate this Contract in whole or in part, for the convenience of the HCDA. The HCDA will give written notice of the termination to

the Contractor specifying the part of the Contract terminated and when termination becomes effective.

3.39 PROTESTS

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 bids. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award on the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the State Procurement Office website: <http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to 103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, HCDA, 547 Queen Street, Honolulu, Hawaii 96813

3.40 CANCELLATION OF SOLICITATIONS AND REJECTION OF BIDS

The solicitation may be cancelled or the bids may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Section 3-122-96 through Section 3-122-97, HAR.

SECTION FOUR - ATTACHMENTS

- Elevator Equipment Schedule ATTACHMENT 1
- Bid Form, BID-1 to BID-4 ATTACHMENT 2
- American Brewery Building Map. ATTACHMENT 3
- General Conditions (AG-008) ATTACHMENT 4

ATTACHMENT 1 – ELEVATOR EQUIPMENT SCHEDULE

Qty	Building	Location	Company	Type	Install	Mfgr No	State No
OAHU							
1	American Brewery Building	Entry Lobby	Dover	Hydraulic	1995	D31820	95-106
1	Total No. Elevators						