

HCC Elevator & Escalator Maintenance Services - Scope of Services

1. CONDITIONS AND LIMITATIONS

The proposal and any information made a part of the proposal will become part of AEG's official files without obligation on AEG's part to return them to the original proposer(s).

This RFP and the selected proposer's response will, by reference, become part of the formal Contract between AEG and the selected proposer resulting from this solicitation.

Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of AEG or the State for the purpose of influencing consideration of a proposal.

2. SCOPE OF SERVICES

The selected CONTRACTOR shall provide all labor and management to perform the scope of services.

1) CONTRACTOR'S DUTIES

- a. The work to be performed by the Contractor under this Agreement shall consist of furnishing all materials, labor, tools and equipment necessary to provide full preventative maintenance service on the equipment described.
- b. Any work not specifically mentioned but which is needed to make the maintenance complete within the intent of this Agreement shall be performed without additional cost.
- c. Contractor shall perform, coordinate and complete the requirements of the Agreement, in cooperation with any other contractors or trades then doing any work at HCC, promptly, diligently, and in a good workmanlike manner to the full and complete satisfaction and acceptance of Company. Contractor shall perform the requirements of the Agreement in a matter that will not impede or obstruct the ongoing business activities of any tenants at HCC.
- d. Contractor shall guarantee that a member of their supervisory personnel regularly engaged in inspection and supervision will visit each elevator and escalator at least annually to observe the quality of maintenance and to make certain that the quality of maintenance meets the specified and intended standards. The Supervisors shall schedule each visit with the Company/HCC Director of Operations and the HCC Representatives responsible for the equipment so that he may accompany Supervisors. Within three working days of the inspection, the Contractor is to provide HCC with a written document summarizing their observations and actions.

- e. Contractor shall provide labor to assist with all state tests and inspections for both escalators and elevators.
- f. The Contractor agrees that they are capable of maintaining this equipment to its original design capabilities based on the equipment condition as surveyed and all the technical information available at time of award of this Agreement. The Contractor employees must have ample previous experience maintaining comparable equipment to be able to provide the necessary preventative maintenance to maintain the elevator and escalator equipment.
- g. Provide routine servicing of equipment as frequently as indicated on Exhibit A. Time expended on routine service shall consist of examination, minor adjustment, cleaning and lubricating the equipment. All lubrication frequencies and types of lubricants will meet the manufacture's specifications. Any repairs or replacement of equipment is to be considered as additional time beyond that required for routine service.
- h. Contractor shall meet with the Company representatives at their HCC office or virtually on a monthly basis. The Contractor shall be represented by the local General Manager and the Service Manager. Any substitute representation shall be approved by the Company.
 - i. Contractor is to meet with the Company designated third-party consultant for vertical transportation services to review results of a third-party inspection. Inspections are performed on an annual or bi-annual basis.
- i. The Contractor service technician is required to check into the Security Office and with HCC Engineering management when he arrives and upon completion of work on property; including routine service maintenance and call backs. If the service technician is not able to contact the HCC Engineering management prior to leaving property, they are to contact the HCC Engineering management within two hours of leaving the property. The purpose of the direct communication is to ensure that HCC Engineering management is fully aware of the repair situation. Copies of the technician's time tickets, verifying time spent on each visit, what work was performed and parts used, shall be left with the Security Office or with HCC Engineering management.

2) CONDITIONS OF SERVICE

- a. Contractor shall maintain all Equipment in good operating condition, furnishing all material and labor in accordance with manufacturer's specifications and complying with all requirements of the current American National Standard Code for Elevators, Dumbwaiters, Escalators and Moving Walks (ANSI).
- b. Traction Elevators:
 - i. Should conditions warrant repair or replacement of the Equipment, Contractor is responsible including without limitations, for the following:
 1. Elevator machines – geared/gearless, deflectors, drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contact, brake shoes, linings, pins, assemblies and component parts, gears, worms and thrusts.
 2. Motor and motor generator, motor and generator windings, rotating element, commutator, brushes, brush holders, bearings, selector motors, exciter and regulator.
 3. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape or cable and mechanical and electrical driving equipment.
 4. Governor, governor sheave and shaft assembly, bearings, contacts emergency lighting and governor jaws.
 5. Deflector, car and counterweight sheaves, bearings, car and counterweight buffers, car and counterweight guide rails and brackets, hoistway top and bottom limit switches, rotating elements, governor tension sheave assembly and compensating sheave assembly.
 6. Hoistway door interlocks, hoistway door hangers, bottom door guides, manual door closers and auxiliary door closing devices. Automatic power operated door operator, landing and car door hanger, landing and car door contacts, door protective devices, load weight equipment, car frame, safety mechanisms, platform, platform sub-flooring, elevator car and counterweight roller and o/or slide guides, gibs or rollers, signal and operating fixtures including lights, buzzers and gongs in all signal and operating fixtures. Hoisting motors and brake magnet coils.
 7. Renew all wire ropes as often as is necessary to maintain an adequate factor of safety, equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevator wiring.
 8. Shorten and reshackle hoist cables of stretching or ropes makes this necessary.
 9. The Contractor shall check the condition and operation of detectors, safety edges and of light rays on car at every visit and, if they are inoperative, shall repair them within one

business day. If, in the Contractor's opinion, the door protection devices are not maintainable, he shall replace them at the cost of HCC.

10. Seismic triggers and/or derailment devices; collision switches.
11. Fire related elevator controls and fireman's service equipment.

ii. The Contractor is also responsible for the following:

1. Make corrections and respond to discrepancies identified by the local elevator enforcing authorities.
2. Keep guide rails properly lubricated, except where roller guides are used.
3. Replace guide shoe gibs or rollers, when conditions warrant, providing smooth and quiet operation.
4. Repair or replace control cables, when conditions warrant.
5. Periodically drain the gear case, flushing to remove sediment and grit, and refill with new gear oil.
6. Relamp all signals during regular examination only, except where building maintenance personnel have union jurisdiction.
7. Furnish lubricants compounded to the Contractor's specifications.
8. Periodically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following safety device:
 - a. Interlocks and door closers.
 - b. Car and counterweight buffers.
 - c. Overspeed device governors, governor tension sheave assemblies, and car and counterweight safeties.
 - d. Limit, landing, and slowdown, switches.
 - e. Door protective devices and alarm bells.
9. Periodically equalize the tension in all hoist ropes. Replace all wire ropes and fastenings, when conditions warrant.
10. Examine, and when conditions warrant, regroove or replace all sheaves, governor tension sheaves, secondary or deflection sheaves, and compensating sheaves.
11. Periodically examine, lubricate, adjust, and when conditions warrant through normal wear and tear, repair or replace the following accessory equipment:
 - a. Car and corridor operating push buttons.

c. Load weighing equipment

d. All hall lanterns, car position and hall position indicators, lobby control panels, car operating panels, and all other signal and accessory facilities furnished and installed as part of the whole equipment.

e. Escalators:

i. Should conditions warrant repair or replacement of the Equipment, Contractor is responsible including without limitations, for the following:

1. Escalator drive machine, motors, brake, sprockets, gears, drive, handrail and step chains, chain and step rollers and bearings, comb plates, step treads, tracks, all bearings for sprockets, sheaves, newel wheels, contacts, coils, skirt switches, Novatex Boards, bull gears, handrail guides, guards, skirt brush assemblies, extrusions and brushes.
2. Controllers and switches, handrail drive devices, handrails.
3. Worms, gears, bearing, thrusts, windings, commutators, rotating elements, contacts, coils, switches, relays, resistors, magnet frames, demarcation strips, risers, rollers, handrail chains, drive chains, step tracks, handrail tracks, sprockets, pulleys, gears, drive belts, timing belts, tension devices, combs, comb plates, landing plates, lubricators, under steps and comb lighting, safety devices.
4. Material and service covered by Traction Elevators referenced above as applicable.
5. All light fixtures and lamps, which are mounted on or in the escalator unit.

ii. The Contractor is also responsible for the following:

1. Make corrections and respond to discrepancies identified by the local escalator enforcing authorities.
2. Perform an annual test of all operating and safety devices and governors using the applicable provisions of the current elevator code as a guide. Furnish ten (10) days advance notice of tests. Provide written report of tests and file with proper authorities.
3. Perform a total clean down of escalator equipment, including pits, pans, and balustrade interiors, as conditions warrant.
4. Wax handrails, as required, to provide smooth quiet operation.
5. Balustrades, decks, skirt panels, anti-slide devices, and guards shall be examined regularly, adjusted, properly fastened and aligned. The Contractor shall be responsible for advising the Owner of the necessity to replace these products, but shall not be responsible for the cost of such replacement cleaning to be by Owner on routine basis).

f. Inclined Platform Lifts/ADA Lifts:

- i. Should conditions warrant repair or replacement of the Equipment, Contractor is responsible for standard items without limitations.
- ii. Material and service covered by Traction Elevators referenced above as applicable.
- iii. Make corrections and respond to discrepancies identified by the local escalator enforcing authorities.
- iv. ADA lifts to include, but not limited to, Rooms 310 & 320.

3) EXCLUSIONS

- a. The following work is excluded from this Agreement and is not the responsibility of the Contractor.
- b. Power supply feeders, switches and fuses.
- c. Repair or replacement of products of combustion detectors for fire recall.
- d. Car enclosure finishes and lighting lamps; hoistway enclosures.
- e. Other items caused by vandalism or negligence by persons other than the Contractor, its representative and employees, excluding wear and tear. Contractor shall obtain Owner Representative's written approval to repair vandal related problems. Payment will not be made for any unauthorized work.
- f. New attachments as may be recommended or directed by insurance companies or by federal, state, municipal or other governmental authorities.

4) ESCALATOR ANNUALS

- a. Within the first year of this agreement and annually thereafter for the term of this agreement, the Contractor shall provide a thorough inspection, cleaning, adjusting and, if necessary, repair of the complete unit. All steps shall be removed, cleaned, inspected and, if cracks are discovered, the cracks shall be corrected per the manufacture's recommendations. All safety switches/circuits shall be tested and, if necessary, adjusted for proper operation. The Novatex boards shall be properly adjusted to relieve pressure from the step chain rollers. The unit shall be completely lubricated and all oil levels shall be checked and brought up to their proper levels.
- b. The brake shall be tested with every three years full load and, if necessary, adjusted to proper stopping distance by Code. A Condition and Test Evaluation report shall be provided to HCC's representative detailing the condition, test results and corrections made to the equipment.

5) PERFORMANCE

- a. General: The Contractor shall maintain the original contract speed in feet per minute and the performances for the elevators as indicated under "Basic Performance Requirements."
- b. If the actual performance time of the elevator does not meet the times established for elevators of the speed and type of control, the Contractor shall restore the performance of the elevator to its optimum potential.

- c. If, in the Contractor's opinion, the equipment is inherently designed so that it cannot meet these criteria, the Contractor shall so state.
- d. If there are no exceptions taken, performance shall be provided as specified hereinafter.
- e. Basic Performance Requirements: Electric elevators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the life of the Agreement.
- f. Operating Characteristics:
 - i. Starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps.
 - ii. Full speed riding shall be without swaying or vibration.
 - iii. Elevator and door operation shall be quiet.
 - iv. Stop made upon operation of emergency stop switch shall be more rapid than a routine stop but not violent.
 - v. Door pressure shall be maintained below 30 pounds in closing.
- g. Duplex Systems: Keep duplex control systems operating at design criteria for the lifetime of the maintenance agreement.
- h. Individual Elevator Performances: Maintain performance requirements as follows:
 - i. Maintain accuracy leveling of +/- 3/8 inches for Traction Elevators under all loading conditions.
 - ii. Brake-To-Brake Times:
 - 1. Passenger Elevators No. 1-3: 7.9 to 8.2 seconds
 - 2. Service Elevators No. 4-7: 8.9 to 9.2 seconds
 - iii. Door Open Times:
 - 1. 3 feet – 6 Inches / Center Open: 1.8 to 1.9 seconds
 - 2. 4 Feet – 0 Inches / Two Speed Side Open: 2.3 to 2.5 seconds
 - iv. Door Close Times: Minimum without exceeding kinetic energy and closing force allowed by Code.

6) SPECIAL TESTS

- a. Elevators provided with fire service, derailment devices, seismic switches or other special circuitries shall be checked once every year to make certain that these devices are operating correctly and as designed. HCC's Representative and the Contractor shall arrange for mutually acceptable dates to perform the tests. The emergency power operation will be tested by HCC and, if elevator systems fail, Elevator Contractor shall make corrections and retest.
- b. The Contractor shall examine periodically the car safety devices and governors and conduct an annual no load test and shall, during the term of this Agreement, or more often if required by applicable law, ordinance or

regulation but no less than every five (5) years, perform one full load, full speed test of the safety mechanism, over-speed governors, car and counterweight buffers. The car balance shall be checked electrically and the governor set. If required, the governor shall be recalibrated and sealed for proper tripping speed. The Company/HCC Representative shall witness these tests and a written report shall be furnished indicating the results of such test. All testing shall conform to the requirements of ASME A17.1 and/or local code resting requirements.

- c. The Contractor shall create a form for each car-describing test and deliver a signed copy to HCC Representative after successful test has been concluded. This form will also describe any malfunctions along with any corrective action taken.
- d. The Contractor will provide staff to assist with the annual State inspections and other third party inspections by providing service to inspectors including, but not limited to providing access to operating motors and gears and open escalator pit areas.
- e. The Contractor shall arrange and schedule all State inspections on behalf of the Company.

7) HOUSEKEEPING

- a. Within the first three (3) months of this Agreement is in effect, the Contractor shall thoroughly clean all elevator hoistways, pits, car tops, controller interiors including filters and machine rooms. In addition, during the same period of time, all cars and hoistway door tracks, hangers, interlocks and closers shall be cleaned, lubricated and adjusted. Continuing cleaning must be on going and at the following minimum intervals or sooner where conditions warrant.
 - i. Quarterly: Car tops, pits and machine rooms
 - ii. Semi-Annually: Hoistways and door equipment
- b. The exterior of the machinery and any other parts of the equipment subject to rust shall be properly painted and presentable at all times. The Contractor shall keep the elevator machinery rooms and secondary levels clean.
- c. All debris such as wiping rags, empty oil cans, trash from pits, etc., resulting from this work shall be promptly removed and properly disposed of by the Contractor.
- d. All waste oil shall be removed and properly disposed of as required by governing agencies.

8) STOCK OF PARTS AND MATERIALS

- a. The Contractor shall keep in each machine room an adequate supply of contacts, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses and other parts which are required for prompt replacement together with an adequate supply of lubricants and wiping rags. Escalator chain rollers and comb plates. All supplies shall be stored in metal cabinets or shelves. Use closed metal containers for oily rags. All cabinet, shelves and containers to be provided by Contractor and become the property of the Owner.
- b. In addition, keep on the premises or in a warehouse within fifty (50) miles of the project or reasonably obtainable within twenty-four (24) hours:
 - i. One (1) door operator motor of each type used.
 - ii. Hanger sheaves for car and hoistway doors.
 - iii. Two (2) complete door interlocks.
 - iv. One (1) set of brake linings for each type of brake.
 - v. Parts for door protective devices.
 - vi. Power supplies.
 - vii. One (1) spare control board for each type installed.
 - viii. All other parts as needed to assure prompt replacement in the event of the shutdown of any elevator and escalator.
 - ix. Twelve (12) of each; step and chain rollers
 - x. Twenty-four (24) Step rollers and demarcations
 - xi. Three (3) complete steps for each size and type of escalator; powder coated to match HCC current step color.
- c. Contractor is to provide a description of local stock of parts and ability to obtain non-stocked items.

9) WIRING DIAGRAMS, INSTRUCTION MANUALS

- a. A complete set of all wiring diagrams for the elevator and escalator systems covered under this agreement shall be maintained in their respective machine rooms. All changes in circuitry made by the Contractor shall be properly recorded on HCC's and machine room copies of diagram including date of change and name of person making same. The wiring diagrams are the property of the HCC and are to remain in their respective machine room.
- b. The Contractor shall provide and maintain in each machine room, a maintenance schedule and record, a call back and repair log and shall make these documents available to the Company on request. The records and documents are to be the property of HCC and are to remain in their respective machine room.

10) SCHEDULES AND RECORDS

- a. Contractor shall provide a work schedule for each machine room.
- b. These work schedules shall be designed for each type of equipment to be serviced and shall conform to the manufactures recommended practice for the particular equipment concerned. They shall show the kind and frequency of service and lubrication proposed by the Contractor for the duration of the Agreement. However, in no case shall the schedule be less than the minimum requirement of on-site routine servicing man-hours indicated in this Exhibit 'A'.
- c. All inspections, lubrication, adjustments, tests, cleaning, routine repairing and other preventative maintenance activities shall be performed in accordance with schedules submitted by the Contractor. HCC Operations department will work with the Contractor to schedule service around the HCC event schedule. Contractor is to advise HCC of service schedules with as much advance notice as possible.
- d. Schedules posted shall be of the chart type, which shall be initialed by the serviceman when each schedule inspection is performed.
- e. Contractor shall also maintain an accurate and complete log of all work performed in addition to routine service at each location. These logs shall include call back service describing the nature of all complaints and their resolution. The log shall be kept at Security Base at the Facility. In addition to the specified machine log, Contractor's workmen or supervisor shall log in and out of the building on each and every visit. This includes, but is not limited to, routine maintenance, trouble calls, repairs and supervisor's visits. These logs will remain the property of HCC.
- f. The Contractor, on a monthly basis, shall deliver to the HCC Engineering Manager a copy of the callback and repair log.
- g. All forms required for the above schedules, monthly work sheets, call back records and performance reports must be approved by the HCC's Representative.
- h. Contractor is to keep a log of all tests and inspections performed on HCC equipment in compliance with codes and regulations. This log is to be reviewed with HCC on a monthly basis.

11) CHANGE IN WORK

- a. Company/HCC Representative, without invalidating the Agreement, may order additional work not covered under the Maintenance Contract price. The Owner's Representative must authorize the work based on an agreed cost or based on time and material using the labor rates set forth.

- b. In the event the Company/HCC Representative withdraws or adds any elevator or escalator to or from service, or the usefulness of any elevator and/or escalator shall end, during the Term of this Agreement, the Contractor shall agree to negotiate an acceptable reduction and/or increase of cost for service for the balance of this Agreement.

12) TROUBLE CALLS

- a. Call back service shall be furnished upon request at the Contractor's expense during regular working hours of the regular working days of the elevator trade. In the event a call back during overtime hours is required, the Contractor shall furnish all travel time, expenses and time on the job for the number of calls identified above. Number of callbacks will be reviewed annually.
- b. In the event an elevator is shut down WITH trapped passengers, Contractor shall guarantee thirty (30) minutes response time during 8:00 A.M. to 5:00 P.M., Monday – Friday, and one (1) hour response time from 5:00 P.M. to 8:00 A. M., Monday – Friday and on weekends.
- c. In the event an elevator is shut down WITHOUT trapped passengers or an escalator is shut down, Contractor shall guarantee sixty (60) minutes response time during 8:00 A.M. to 5:00 P.M., Monday – Friday, and two (2) hour response time from 5:00 P.M. to 8:00 A.M., Monday – Friday, weekends and on holidays.

13) OWNER'S RIGHT TO SURVEY QUALITY OF MAINTENANCE

- a. Company/HCC Representative may elect to have elevators and escalators evaluated and, if necessary, tested in accordance with "Special Tests" and witnessed by a neutral party. The Contractor shall provide the necessary manpower, tools, instruments, test weights, etc. as required without additional cost to Company/HCC Representative to conduct the tests not more frequently than semi-annually.
- b. Company/HCC Representative may retain the services of an independent elevator consultant to evaluate the elevator performance covered under this maintenance agreement. These evaluations may be made on a semi-annual basis during the course of this Agreement.
- c. The elevator consultant will issue the results of these evaluations to Company/HCC Representative. If non-compliance items are included in the report, Company/HCC Representative will issue a punch-list to the Contractor who shall correct those items within thirty (30) days. If punch-list items are not covered within thirty (30) days, Company may solicit competitive corrective bids to abate the non-compliance items. The costs of this corrective action will be deducted from money owed to the Maintenance Contractor.

14) PERFORMANCE GUARANTEE

- a. If an elevator or escalator is out of service for longer than two (2) consecutive work days for a non-scheduled repair, the monthly maintenance cost of that unit will be credited to the next monthly billing. All repairs shall be pre-scheduled in writing.
- b. If the Contractor does not respond in the time frame listed below under "Trouble Calls", the following month's billing will be credited in the amount of \$500.00 for each extended trouble call.
- c. If during thirty (30) consecutive days, Company/HCC Representative experiences three (3) call backs on the same unit for the same problem, the monthly maintenance cost of that unit will be credited to the next monthly billing.
- d. No penalty shall be assessed under A or C if damage is caused by vandalism or any other cause, except normal wear and tear.

15) PERSONNEL

- a. Contractor agrees that trained maintenance and repair personnel, directly employed and supervised by the Contractor, shall perform all services. There must be at least one (1) licensed elevator technician on property when repairing or servicing equipment. A journeyman level mechanic, at a minimum shall perform all work. Helpers may not work alone but may assist the mechanic as needed. In the event that the HCC becomes dissatisfied with the performance of any person assigned to perform the services under this agreement, Contractor agrees, upon request from Company/HCC Representative, to assign other qualified personnel to perform these services.
- b. Contractor's employees must maintain appropriate current certifications specific to their trade and the work being performed. All certifications must be current and maintained on an up-to-date basis.
- c. All certifications and records must comply with OSHA and HIOSH standards and the Company reserves the right to evaluate or audit the CONTRACTOR's third-party training entity for experience and validity.

16) HOURS OF SERVICE

- a. The Contractor shall perform all work hereunder, except emergency minor adjustment call back service, during the regular working hours of the regular working days of the elevator trade.

- b. Should Company require examination, cleaning, lubrication, adjustments, repairs, or replacements of elevator equipment be performed during other than regular working hours of the elevator trade, the Contractor shall absorb the straight time labor charges, and Company will compensate the Contractor for the overtime bonus hours at the Contractor's normal billing rates.
- c. Contractor agrees to provide a 24/7 phone monitoring service on units in this Agreement. This service will be provided at no additional cost to Company.

17) ALTERATIONS AND ADDITIONS

- a. Contractor shall make no alterations or additions to the Equipment without prior written approval from Company.
- b. The maintaining of this Equipment in a safe condition within proper operating limits, as originally specified, and with minimum downtime is of paramount importance.

18) OTHER CONTRACTOR AND COMPANY RESPONSIBILITIES

- a. Obsolete items are herein defined as: A part, component, or sub-component that is no longer in production by the OCM/OEM or an aftermarket manufacturer that has been provided authorization from the original manufacturer to alter the original design activity.

It shall be the responsibility of the Contractor to notify the Company/HCC of obsolete items needing repair and/or replacement. The Contractor shall agree to provide labor, in accordance with the Rate Card, to repair and/or replace obsolete items. Express approval/direction will be provided by the Company to the Contractor on obsolete item sourcing which may include, but not be limited to furnishing reconditioned/used parts, custom manufacturing, or modification to existing systems. The Contractor shall provide estimates to the Company prior to repair/replacement commencing. Costs of material for obsolete items shall be excluded from this agreement and will be at Company's expense.

- b. The Contractor and Company are to maintain a safe work environment and safe operation at all times.
 - i. Contractor is to report any condition that may indicate the need for correction before the next regular examination. Company will coordinate and plan the shutdown of equipment upon manifestation of any irregularities in operation or appearance of the Equipment and to notify Contractor.
 - ii. Contractor shall keep elevator/escalator pits clean of all debris, dirt, relating to general housekeeping.
 - iii. Company agrees to maintain dry conditions in the areas outside the escalator and elevator units at all times. Should water or other liquids become present, Company will contract with others for removal and the proper handling of such liquids and or soil contaminants.

- c. Contractor shall be held to have examined the premises and satisfies itself as to the existing conditions under which it will be obligated to operate in performing its Services.

19) PRICING

- a. The Contractor is to provide pricing as outlined in the Rate Card
- b. The Contractor shall outline payment term discounts, applicable to Company
 - i. if the Company pays any invoice within fifteen (15) days of its receipt
 - ii. if the Company elects to prepay the amounts due for Services under this agreement, it will be entitled to the following prepayment discounts:
 - 1. if it is an annual prepayment
 - 2. if it is a semi-annual prepayment, and
 - 3. if it is a quarterly prepayment
 - iii. if the Contractor has Master Service Agreements pricing with AEG Worldwide
- c. Price Adjustment
 - i. The agreement price shall remain in effect for the entire term of the agreement, starting from the commencement date noted herein. The agreement price shall be in accordance with the accompanying Rate Card. The agreed upon amounts will correspond with the rates for each given fiscal year. If no amount is specified for a fiscal year in the accompanying Rate Card, the previous fiscal year's rate will be adhered to. Eighty five (85) per cent of the Agreement price may be adjusted to reflect any increase or decrease in labor cost based on the percentage change on the straight hourly labor cost of elevator mechanics in the area where the equipment is located. The remaining fifteen (15) percent may be adjusted to reflect any increase or decrease in material cost bases on the percentage change of the Metal and Metal Products Index as published by the U. S. Department of Labor, Bureau of Statistics. For the purpose of calculating the increase or decrease, the Contractor is to provide the labor rate, including fringe benefits as of the commencement of the agreement. And provide the material based on the Metal Products Index as of the commencement of the agreement.
- d. The cost of parts that are used to make repairs due to vandalism, misuse or other causes not covered by this Agreement shall be billed at the Contractor's cost without mark-up. The Company may request verification of cost of parts prior to payment.

20) OTHER UPGRADE & REPAIR WORK

- a. In addition to the requirements as outlined above, the Company is also requesting pricing and a detailed description of the work to perform some upgrade and repair work on escalator equipment. The Contractor is to disclose any warranty and any other terms and conditions, if any, included with this work. Procurement of this work is dependent on available funds.

- b. Upgrade and repair work is to include obtaining required permits and filing any necessary paperwork with the State of Hawaii.
- c. The Contractor is to confirm that once installed, new equipment relating to the upgrade and repair work is to be added to the regular maintenance service package without any price increase.
- d. The upgrade/repair work to the elevator is as follows:
 - i. Contractor shall inspect and suggest upgrades, to be decided by HCC management

21) TERM OF AGREEMENT

- a. The term of this agreement shall be for 5 years from commencement. Contractor to provide options to extend in 1 year increments, up to a maximum of 10 years.

22) ASSIGNMENT OF CONTRACT

- a. The Manager is currently operating the Hawaii Convention Center pursuant to a Management Agreement with the Hawai'i Tourism Authority ("HTA"). In the event that the Manager's Management Agreement with HTA is terminated for any reason, or expires pursuant to its terms, then the Contractor agrees to enter into an assignment from Manager to either (1) HTA, or (2) the new manager of the Hawaii Convention Center. In the event of an assignment from Manager to the HTA or the new manager, the Contractor agrees to continue providing the goods and services required by this Agreement, and continues to be bound by all the terms and provisions herein. In the event on this Agreement is assigned to the HTA, the Contractor agrees that the assignment will add requirements that the Contractor must follow State contracting laws, including, but not limited to, the Hawaii State Procurement Code.
- b. In the event of an assignment from Manager to the HTA or the new manager, the Contractor agrees to continue providing the goods and services required by this Agreement, and continues to be bound by all the terms and provisions herein.
- c. In the event on this Agreement is assigned to the HTA, the Contractor agrees that the assignment will add requirements that the Contractor must follow State contracting laws, including, but not limited to, the Hawaii State Procurement Code (HRS Section 103D et seq.), and paying prevailing wages.

3. INVOICING

The CONTRACTOR is to invoice HCC/AEG on a monthly basis. The invoice is to itemize all services rendered and include copies of service tickets signed by HCC/AEG staff.

CONTRACTOR shall provide a sample invoice from the billing system to be used to generate invoices in its proposal.

4. USE OF SUPPLIES AND EQUIPMENT

If the scope of work requires the CONTRACTOR to utilize and operate HCC equipment, an "Agreement for Rental of Equipment", and appropriate training and certification may be required in advance and will be subject to approval. Rental rates may also apply.

5. RESERVATION OF RIGHTS

HCC/AEG reserves the right to reduce, amend, or expand the "Scope of Services" as provided herein.

6. WORK CONDUCT

A. WORK PERFORMANCE

The CONTRACTOR shall be solely responsible for the satisfactory completion and quality of all work performed as determined by AEG.

1. ALL work, services, or products developed must comply with ALL applicable City and County, State, and Federal rules, regulations, codes, and guidelines.
2. AEG shall hold the CONTRACTOR liable for all the acts of its employees.
3. CONTRACTOR shall ensure compliance with the Health & Safety Procedures – Section 1 – Contractor Policy provided as an attachment.
4. CONTRACTOR agrees to remove any of its employees from services rendered, and to be rendered, to AEG, upon verbal or written request by AEG. AEG reserves the right to ask the CONTRACTOR to remove and replace any employee who conducts himself or herself in a manner detrimental to the operation of the HCC. Such conduct would include, but is not limited to, inappropriate behavior toward clients or staff of the HCC, consuming alcoholic beverages on the premises, taking of unauthorized HCC or client property from premises and unauthorized or illegal activity.
5. Once the contract is awarded, the CONTRACTOR shall communicate directly with AEG's Point of Contact and CONTRACTOR shall cooperate fully with AEG's Point of Contact in every way.
6. When a disagreement arises between the CONTRACTOR and AEG in regards to work performance of specific service requirements within the contract specifications, the directives of AEG shall prevail. CONTRACTOR'S failure to comply with AEG's directives shall be deemed cause for corrective action and subject to contractual remedies.
7. Should the CONTRACTOR discover any discrepancy in the specifications, the CONTRACTOR shall immediately notify AEG's Point of Contact before proceeding any further with the work, otherwise, the CONTRACTOR will be held responsible for any cost involved in correction of work placed due to such discrepancy.

8. If any work is not in full compliance with these Specifications, the CONTRACTOR shall make all necessary corrections to the full satisfaction of AEG and at no additional cost to AEG. The CONTRACTOR shall perform corrective work within the period allowed by AEG's Point of Contact.
9. The CONTRACTOR shall immediately remedy any damages and defects caused by negligence of the CONTRACTOR or its employees.
10. Quarterly Meeting
 - a. The Contractor or Contractor Representative is required to attend HCC Quarterly Contractor's meeting, held at the Facility. A minimum of one company representative must sign-in for attendance. Notification of the meeting schedule will be sent via email to the designated contact. It is the Contractor's responsibility to ensure that the most current email address and contact information is provided to the Facility.
11. Emergency Policies and Procedures
 - a. CONTRACTOR is required to submit Emergency policies and procedures for handling emergencies that may affect labor order fulfillment (ie: hurricane, tsunami etc.). CONTRACTOR is responsible for notifying AEG immediately if a labor order is not able to be filled.

B. SAFE PERFORMANCE OF WORK

1. The CONTRACTOR shall exercise care and shall provide all necessary protection to prevent injury and/or damage.
2. The CONTRACTOR shall be required to protect the occupants and the general public from any unsafe conditions during the performance of services and/or as a result of the services.
3. The CONTRACTOR agrees to report any and all unsafe working conditions at HCC.
4. The CONTRACTOR agrees to comply with all Federal Occupational Safety and Health (OSHA) and Hawai'i Occupational Safety and Health (HIOSH) laws, regulations, training and reporting.
5. The Hawaii Occupational Safety and Health Law, Chapter 396, Hawaii Revised Statutes, effective May 16, 1972, as amended, is applicable and made a part of this solicitation by reference. The CONTRACTOR shall carefully read and strictly comply with its requirements.

C. ORIENTATION, SUPERVISION AND TRAINING

The CONTRACTOR is responsible for providing adequate orientation, supervision and training of all employees working at the HCC. All employees must be familiar with the

layout of HCC and Health and Safety Procedures - Section 1 - Contractor Policy after this orientation.

D. IDENTIFICATION

All employees will be required to carry a CONTRACTOR issued, picture ID which will be required to be worn at all times while working at the HCC. CONTRACTOR is to provide each employee with a plastic sleeve with clip to hold the ID and a lanyard. A HCC-issued identification badge or daily wristband will also be required to be worn at all times. This badge will be issued on a daily basis through the HCC Security Base office, upon contractor check-in, and must be turned back in at the end of the labor shift, upon contractor check-out at the HCC Security Base.

E. UNIFORMS

AEG requires CONTRACTOR employees to wear a uniform displaying the company name and/or logo. Additionally, employees must wear closed-toe shoes as well as any necessary personal protective equipment.

F. MANDATORY CLEARANCES

The CONTRACTOR will be responsible for all pre-employment testing. Such will include a criminal record clearance and drug-screening test for all employees prior to assignment at HCC. The CONTRACTOR agrees to fill labor requests with employee(s) who have successfully passed a criminal record clearance and drug-screening test. With regard to the criminal record clearance, the CONTRACTOR will determine if the employee poses an unacceptable risk for the position in which they are applying and do so in a manner that is compliant with any and all Federal and/or State regulations. The drug-screening test shall be for Amphetamines, Barbiturates, Benzodiazepines, Cocaine Metabolites, Methadone, Opiates 2000, Phencyclidine, Propoxyphene, and Marijuana Metabolites. Employees must receive a negative result for all aforementioned substances. The CONTRACTOR shall also ensure that all employees possess all necessary medical clearances, training and/or licenses that may be required by federal, state and municipal laws, rules, ordinances or regulations. AEG may require that certain documents be presented to AEG prior to the employee's assignment at HCC. The CONTRACTOR is responsible for the cost of such mandatory clearances.

G. PERFORMANCE AND DISCIPLINE

The performance of CONTRACTOR employees who serve HCC clients reflects directly upon the HCC. AEG reserves the right to monitor the CONTRACTOR employee's job performance at any time. AEG may require the CONTRACTOR to accompany its designated representative in conducting evaluations. If CONTRACTOR employee behaves improperly or are not properly attired or groomed, AEG will require that the CONTRACTOR discipline the employee. CONTRACTOR must provide evidence of a discipline policy and provide immediate follow-up when such instances occur. In some cases it may be necessary for the CONTRACTOR to remove the employee from the facility as described in Section 5(A).4.

H. AEG RESPONSIBILITIES

AEG may provide the Contractor the following. Charges may be involved for:

- Monthly parking

Any charges owed to AEG will be offset against any payments for services due to CONTRACTOR if not paid within sixty (60) days.

7. REQUIREMENTS FOR AWARD OF CONTRACT

No contract shall be awarded to any vendor that does not comply with the following:

- **CERTIFICATES REQUIRED BY HRS § 103D-310(c).** Pursuant to HRS § 201B, this RFP is subject to Part III of Chapter 103D of the Hawaii Public Procurement Code, Hawaii Revised Statutes.

Prior to the execution of the Contract, CONTRACTOR must furnish proof of compliance with the requirements of HRS § 103D-310(c) including the following:

- Chapter 237, tax clearance;
- Chapter 383, unemployment insurance;
- Chapter 386, workers' compensation;
- Chapter 392, temporary disability insurance;
- Chapter 393, prepaid health care; and
- Proof that it is:
 - a. Registered and incorporated or organized under the laws of the State, hereinafter referred to as a "Hawaii business"; or
 - b. Registered to do business in the State, hereinafter referred to as a "compliant non-Hawaii business".

Prior to the execution of the Contract, CONTRACTOR must furnish Certificate of Insurance and compliance with the contract insurance requirements including the following:

- **INSURANCE.** The CONTRACTOR shall, at its sole expense, procure and at all times maintain during the following insurance:
 - a. Contractor agrees, at its sole expense, to procure and maintain : (i) Commercial General Liability insurance, on an occurrence form, including blanket contractual liability, products and completed operations coverage, fire legal liability coverage, personal & advertising injury coverage (including but not limited to libel, slander, defamation of character, and discrimination) for the mutual benefit of Contractor, Company and their contractors, successors and assigns, against all claims for personal injury, death or property damage in or about the Areas arising in the amount of \$1,000,000 per occurrence, \$5,000,000 in the aggregate, (ii) Commercial Automobile Liability insurance, on an occurrence basis covering all owned, non-owned, hired & leased vehicles with a limit of not less than \$1 million per occurrence covering bodily injury and property and physical damage; and (iii) following form

Umbrella or Excess Liability coverage with a limit of \$4,000,000 per occurrence in excess of \$1,000,000.

- b. The insurance policies set forth in (a) above shall name as Additional Insureds each of the Company Indemnitees, their respective affiliates, vendors, lenders and contractors, as well as each of their respective officers, directors, partners, members, shareholders, employees, agents, representatives, successors and assigns. All such insurance shall be primary and non-contributing to insurance maintained by Company.
- c. Contractor agrees, at its sole expense, to procure and maintain Workers Compensation insurance in accordance with statutory limits and Employers Liability at a limit of \$1 million per occurrence covering all employees, performers, participants and other personnel of Contractor (other than such persons as are employed by Company and its respective affiliates). Such insurance shall include a waiver of subrogation in favor of Company.
- d. To the extent applicable, Contractor shall obtain and maintain a Personal Property Floater and/or Miscellaneous Equipment insurance coverage on all of Contractor's personal property, trade fixtures, and Contractor's owned alterations, utility installations and third party property damage. Such insurance shall be full replacement cost coverage with a deductible of not more than \$2,500.00 per occurrence. The proceeds from any such insurance shall be used by Contractor for the replacement of personal property, tools & equipment. Such insurance shall include a waiver of subrogation in favor of Company.
- e. Company makes no representation that the limits or terms of coverage of insurance specified herein are adequate to cover Contractors property, business operations or obligations.
- f. The insurance shall provide for coverage from commencement of work or occupancy of the premises. There will be no charge to Company for such coverage and a certificate of insurance evidencing such coverage shall be furnished to Company. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled without 15 days prior written notification to Company. Said insurance shall not restrict or limit the coverage of the additional insureds.
- g. All insurance shall be effected by valid and enforceable policies issued by insurers of responsibility, licensed to do business in the Hawaii, such responsibility and the insuring agreements to meet with the reasonable approval of Company. An insurer with a current A.M. Best rating of at least AVI or better shall be deemed to be acceptable. Receipt by Company of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same nor is any verbal agreement to modify same permissible or binding.
- h. At the request by Company, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractors required policies), that may affect

the amount of liability insurance available for the benefit and protection of the Company Indemnitees under this Agreement. Such loss information shall include such specifics and be in such form as Company requests.

- i. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements as broad as stated herein and that they name Contractor and Company Indemnitees as Additional Insureds.
- j. All insurance coverage available to Contractor and any available proceeds in excess of specified minimum limits shall be available to Company.