

SECTION 10 - MAINTENANCE AND REPAIR OF
HIGHWAY EMERGENCY TELEPHONES

10.1 GENERAL – The Contractor shall provide all materials, parts, labor, and necessary equipment for the maintenance and repair of all State Highway emergency telephones and their related equipment(s) to meet operational requirements and emergency availability. Refer to Section 10.6, EQUIPMENT LIST of the Specifications.

10.2 QUALIFICATIONS

A. Contractor Qualification – The Contractor shall:

1. Provide a copy of current contractor license as specified in Section 2.1 Qualification of Bidders of the Special Provisions.
2. Provide evidence of a minimum of two (2) consecutive years of experience (immediately prior to the bid opening date) in the field of maintaining and repairing cellular and hard-wired emergency telephones.
3. At the time of bid opening, provide evidence of authorization by the manufacturer to perform maintenance service on the equipments listed in Appendix A.
4. Have all specialized test equipment necessary to perform all of the maintenance procedures specified in this document at the time the contractor submits their proposal.
5. Provide copies of the required business and tax license to conduct business in the State of Hawaii.
6. Satisfy the basing requirements as specified in Section 3.1, Award of Contract of the Special Provisions.

B. Maintenance Staff Qualification – Staff assigned to this project shall:

1. At the time of bidding, shall be manufacturer-trained/certified for a minimum of two (2) consecutive years (immediately prior to the bid opening date) to provide the services as required in the specifications.

C. Availability

1. The Contractor shall furnish the State with telephone numbers of the place of business where the Director or a designate can call a service technician, on any calendar day of the year to perform work under this contract.
2. Personnel assigned to this job shall be available to respond to trouble calls within the parameters of these specifications.

10.3 VEHICLE REQUIREMENTS

- A. Contractor's vehicles must have Contractor's company name and/or logo displayed on doors or side panels and shall be in letters large enough to be easily legible from a distance of one hundred (100) feet. Magnetic signs bearing the contractor's company name/logo are acceptable. Cost for the logo/contractor's company name shall be considered as incidental cost.
- B. Contractor's vehicles shall be in good condition and appearance.
- C. Contractor's vehicles shall meet all State licensing and registration and safety requirements and shall be equipped properly in accordance with City, State, Federal and OSHA requirements.
- D. All Contractor's vehicles shall have insurance coverages as specified by Section 7.9, Insurance of the Specifications.

10.4 BIDDER REQUIREMENTS - The bidder shall complete, sign the Statement of Capabilities form AND submit WITH his or her bid. Refer to the Statement of Capabilities form at the end of the Proposal Schedule.

Failure to submit a "complete" statement of capabilities WITH bids shall result in the rejection of bids. "Complete statement" shall mean providing all the required information that is requested by the Statement of Capabilities form.

Bidders may place their completed statement of capabilities and any attachment in a separate sealed envelope marked confidential and submit with their bid.

The signed statement of capabilities, including any documents, shall be returned to the bidder after serving their purpose.

10.5 SCOPE OF WORK - The work shall consist of but not limited to the following:

A. Maintenance

1. Quarterly Cleaning and Bi-annual Preventive Maintenance

This work shall include the cleaning of the phone, cabinet, applicable TTY Enclosure and Keypad, applicable control panel, signs, solar panel, and antenna. This operation shall be performed once every quarter, during the period of January to March, April to June, July to September, and October to December, in equally spaced intervals. Preventive Maintenance shall be in accordance with the manufacturer's specifications and shall be performed at the sixth month and twelfth month during the first and or second term (as applicable) of the contract. All materials, equipment, traffic control, and tools necessary for this work shall be provided by the Contractor, at his expense.

2. Daily Monitoring

This work shall include the daily monitoring of the emergency phone system, and shall include a computer program from Comarco Wireless Technology, or equivalent, which checks on the following items: processor status, cellular phone status, handset status, tilt status, solar panel status, battery status, lamp status, bit status, and inner door alarm status; the correction of these as necessary; and the replacement/repair of items related to normal wear and tear. All materials, parts, labor, equipment, traffic control, and tools necessary for this work shall be provided by the Contractor, at his expense.

3. Start-up/Reprogramming

This item shall include any start-up costs that may be involved to perform the maintenance/monitoring of the emergency telephone system. This may include items such as the purchasing of testing equipment, the purchasing of computer programs and/or equipment, any reprogramming of the existing system, etc. *This item will be paid, if necessary, with Bid Item No. 6, Start Up and Reprogramming of the Proposal Schedule.*

4. Trouble Calls

In case of system malfunction of the cellular phones or the computer systems as listed in the Equipment List, Appendix A, the Engineer shall initiate what is referred to as "trouble call" by calling the Contractor. Trouble calls shall be provided by the Contractor at no cost to the State. The Contractor shall be charged Liquidated Damages in accordance with Section 8.6, LIQUIDATED DAMAGES, of the Special Provisions for failing to respond accordingly.

All reasonable effort shall be expended by the Contractor to restore system to full operations as soon as possible after notification of equipment failure.

With due respect for equipment age, equipment will be maintained at a level to assure satisfactory operation of the system and in accordance with applicable manufacturer's published specification where practical. Contractor will, within thirty (30) days of assuming responsibility for maintenance under this contract, notify the State of equipment, which in the opinion of the Contractor cannot be maintained to such a standard as to assure satisfactory level of operation.

B. Repair

1. The Contractor shall be responsible for troubleshooting, updating, reprogramming, and repairing the computer system should the need arise.

The Contractor shall be responsible for all costs related to the purchase of equipment, training, or other costs related to the reprogramming/start-up of the new maintenance/monitoring system.

2. This work shall also include the replacement or repair of any damaged phone, cabinet, applicable TTY Enclosure and Keypad, sign, solar panel, pole or antenna

caused by motor vehicle accidents or vandalism, or other acts of Nature. In this case, the Engineer shall initiate what is referred to as "repair service call" to the Contractor. The Contractor shall be charged Liquidated Damages in accordance with Section 8.6, LIQUIDATED DAMAGES, of the Special Provisions for failing to respond accordingly.

All equipment, traffic control, and tools necessary for this work shall be provided by the Contractor, at his expense.

Replacement of damaged phones shall be performed to meet American Disabilities Act (ADA) requirements.

Repairs shall include:

- a. Phone Unit, including Cabinet, Door, Internal Components, TTY Keypad and Handset (Call Box): This item shall include furnishing of the entire phone unit including the faceplate, button, internal components, handset, TTY keypad, cord, etc. Replacement unit shall be new digital cellular/hardwired unit and of an equal or better model than existing and compatible with existing telephone/cellular/computer systems. The Contractor shall salvage whatever items may be used as replacements for other units.
- b. Solar Panel: This item shall include furnishing of the Solar Panel and any wiring to the phone unit. Replacement unit shall be new and of an equal or better model than existing.
- c. Antenna: This item shall include furnishing of the antenna and any wiring to the phone unit. Replacement unit shall be new and of an equal or better model than existing.
- d. Sign: This item shall include the furnishing of two signs to be mounted onto the phone box pole. Replacement unit shall be new and of an equal or better quality than existing.
- e. Pole: This item shall include the furnishing of the pole with breakaway base including nuts and bolts. Replacement unit shall be new and of an equal or better quality than existing.
- f. TTY Enclosure and Keypad, as applicable: This item shall include furnishing of the TTY Enclosure, Keypad and any wiring. Replacement unit shall be new and of an equal or better quality than existing.
- g. The State shall provide a SIMM card from the network provider for any knockdowns or needed replacement of an emergency cellular telephone.

Repairs shall NOT include:

- a. Construction of new concrete foundation for the pole and ADA compliant concrete pad.

Refer to Section 10.7, Replacement Parts of the Specifications for reimbursements that are due to the Contractor.

10.6 EQUIPMENT LIST

Upon thirty (30) - days notice to the Contractor, the Department shall have the option to add or delete limited numbers of equipment upon the same conditions during the term of the contract. In the event the Department adds or deletes equipment, the original equipment list shall be revised to reflect such change in equipment.

Refer to Appendix A of the Specifications for the listing of highway emergency telephones and computer systems. All emergency telephones shall continue to operate as existing.

Payments for additional phones to the maintenance list shall be paid by Bid Item No.4 Miscellaneous of the Proposal Schedule.

10.7 REPLACEMENT OF PARTS

- A. The Contractor shall replace necessary parts, which are worn through normal wear and tear. Cost of new part(s) and labor for removing old part(s) and replacing new part(s) shall be incidental to the Contractor's bid price and no additional payment will be made by the State.
- B. Necessity of replacing parts that were damaged and rendered useless (can not be repaired) by motor vehicle accidents, vandalism, or other acts of Nature shall be determined and approved by the Engineer. When approved, the Contractor shall be reimbursed for the cost of labor and the new part(s) including shipping charges, plus 20% for overhead, profit, taxes and other incidental expense and shall be negotiated in a manner similar to Section 4.5, PRICE ADJUSTMENT, of the Specifications, and shall be paid, at the discretion of the Engineer, by Item No. 3, Replacement Parts of the Proposal Schedule.

10.8 PARTS AVAILABILITY - The Contractor shall have a minimum of one spare call box of each type (GSM TTY, CDMA, HARDWIRED TTY), including telephone, in stock, and shall be available for use at all times should replacement be necessary. Should it become necessary for the Contractor to use the spare box, a replacement shall be made available within four weeks of installation.

10.9 NORMAL WORK HOURS - Normal work hours for this project shall be 7:00 a.m. to 3:30 p.m., Monday through Friday except State holidays as observed as specified in Section 1.38, Working Day of the Special Provisions. The Contractor shall be responsible to provide trouble calls and repair service calls on the same day during normal work hours, including being accessible twenty-four hours a day to the Maui Police Department and the State Department of Transportation, Highways Division. A 24-hour telephone or pager number shall be submitted to the Maui Police Department and the State Department of Transportation, Highways Division upon bid award.

If incidents occur after normal work hours, the Contractor shall at the latest, respond to the incident by the next calendar day, including weekends, State and Federal holidays, and shall

ensure safety of the area with respect to the emergency telephone and appurtenances. After response and assessment, the Contractor shall notify the State of the damages and submit a report to the Engineer by the end of the first working day following response to the incident of any damages and repair costs required to return the emergency phone back into service.

10.10 MATERIALS – As a minimum, the materials shall meet the requirements of the manufacturer's specifications.

10.11 MAINTENANCE GUIDELINES - All related communications equipment must be maintained in accordance with manufacturer's standard including, but not limited to, the following guidelines:

1. Original manufacturer's parts or equivalent will be used for all repairs.
2. Oil, water, dust, and foreign substances will be removed from the equipment.
3. Due care will be exercised to prevent physical damage to the equipment.
4. Routine maintenance procedures prescribed by the manufacturer will be followed.

10.12 COORDINATION OF WORK - All work under this contract shall be coordinated with the Engineer or a duly authorized representative.

10.13 REPORT/SUBMITTALS

- A. Within seven days after the award of this contract: The Contractor shall submit to the Engineer a proposed schedule of preventive maintenance, and maintenance record system, all in sufficient detail to show its adequacy in carrying out the terms of this contract. Contractor shall include forms and checklists to be used by its maintenance personnel in the performance of the contract requirements for approval by the Engineer. The State reserves the right to provide the Contractor with preprinted maintenance worksheet to be completed by the Contractor.
- B. Monthly Report: The Contractor shall provide to the Department a current record of maintenance on each piece of equipment every time the Contractor performs work on it. The record will consist of work tickets, which are legible and suitable for making legible copies on a copying machine. The work ticket will contain identification and location of equipment, services, "as found" and "adjusted to" measurements and FCC check. This report shall be submitted to the Engineer with the monthly invoice.
- B. Annual Report: The Contractor shall submit annual reports of system status, based on their assessment of preventive maintenance to the Engineer no later than thirty (30) days after each twelve (12) - month period. The report shall include, as a minimum, an assessment of system adequacy; recommendation for redesigning or upgrading the various elements of the system including equipment list and budgetary projections; and recommendations for equipment replacement.

10.14 ADVISORY SERVICES AND SUBCONTRACTORS – All advisory services by a foreman or any other Contractor's personnel to the mechanics in performing their work shall be

considered as incidental cost to the Contractor's unit bid price. No separate payment shall be made therefore.

10.15 TECHNICAL/ENGINEERING SUPPORT SERVICES –In order for the Contractor to properly comply with the requirements of this contract, the Contractor shall have the option to secure the manufacturer's representative service(s). Technical /Engineering Support Services shall include but not limited to manufacturer or dealer services in the test or repair of the specified equipment as listed in Appendix A, Equipment List of the Specifications. Technical support services shall be provided by the Contractor at no cost to the State.

10.16 INSPECTION AND CORRECTION OF DEFECTS - All materials furnished and services performed by the Contractor under this contract shall be subject to inspection and test by the Director to the extent practicable at all times (including the period of performance) and places, and in any event prior to the acceptance. All inspections and tests required by the Director shall be performed in such a manner that will not unduly delay or interrupt the Contractor's work.

At any time during the performance of this contract, but no later than six months after acceptance of the services or materials incorporated in accordance with the requirements of this contract, the Director may require the Contractor to remedy by correction or replacement, any services or materials which have failed to comply with the requirements of this contract.

10.17 EQUIPMENT DATA - Limited manufacturer's catalog cuts and maintenance manuals are available for review by the Contractor at the Office of the District Engineer – Maui, 650 Palapala Drive, Kahului, Maui 96732 from the first day of advertising for bids up to and including the day of bid opening.

10.18 WARRANTY - There shall be a full thirty (30) - day labor warranty on all items of equipment serviced by the Contractor, which period shall commence upon completion and acceptance by the Engineer. All corrective work done during this period shall be at the Contractor's own expense.

10.19 SAFETY PRECAUTION –The Contractor shall observe public safety requirements in Section 7.11, Public Convenience and Safety, of the Special Provisions, to the fullest during operations.

- A. Contractor personnel shall exercise due care in performing any work. The Contractor and his/her employees may be subject to slip, trip, fall, exposure to vehicular and electrical hazards and other workplace hazards. The Contractor shall be in strict compliance with Sections 10.19.B through 10.19.D hereinafter.
- B. All methods and practices shall be in accordance with the operator's manuals, National Electrical Code, National Electrical Safety Code, Occupational Safety and Health Standards and safety regulations promulgated by other governmental agencies.
- C. The closing of lanes shall be in accordance with all of the 'Rules and Regulations Governing the Use of Traffic Control Devices at Work Sites on or Adjacent to Public Streets and Highways', 'The Rules and Regulations Governing the Design, Construction and Maintenance of Public Streets and Highways', both as adopted by the Highway Safety Coordinator, State of Hawaii, and the current Manual on Uniform Traffic Control

Devices for Streets and Highways, published by the Federal Highway Administration (FHWA) and any amendments or revisions thereof. The cost of closing traffic lanes under the conditions hereof shall be considered as included in the cost of performing maintenance and repair work. Except for emergencies, the State Department of Transportation, Highways Division shall be notified of lane closures at least 48 hours prior to closing the lanes.

- D. While working on this project, all Contractor's employees shall wear OSHA approved safety equipment, including but not limited to: goggles, safety shoes, protective clothing, Class III reflective vest, hardhat, and other safety equipment as required. Contractor employees on the job site shall wear a shirt with the company name and have a company-issued ID. Contractor's employees shall present a neat and clean appearance at all times. Cost of employee's shirt and personal protective equipments (PPE) shall be incidental to the maintenance of electrical equipment.
- E. The Contractor shall leave the work area in a clean and orderly condition and remove any waste material.

10.20 TERM OF CONTRACT – The term of this contract shall be for twelve (12) months beginning from the date indicated on the Notice to Proceed from the State unless renewed as provided for in Section 10.21.

10.21 OPTION TO EXTEND TERM – Subject to the availability of State funds, this contract may be extended for four (4) additional twelve (12) - month periods without the necessity of re-bidding, upon mutual agreement in writing prior to expiration of the first year. To compensate the Contractor for the satisfactory performance of the required services, the unit bid prices for Bid Items 1 and 2 of the Proposal Schedule may be increased, not to exceed 6% for each extension period in accordance with the following:

- A. First Extension – initial bid prices for Bid Items 1 and 2 may be increased, not to exceed 6%.
- B. Second Extension – the unit bid prices on Bid Items 1 and 2 may be increased (based on the first extension prices), not to exceed 6%.
- C. Third Extension - the unit bid prices on Bid Items 1 and 2 may be increased (based on the second extension prices), not to exceed 6%.
- D. Fourth Extension - the unit bid prices on Bid Items 1 and 2 may be increased (based on the third extension prices), not to exceed 6%.

The Contractor shall provide written justification to the Engineer for any request of price increase.

The State reserves the right to revise the Proposal Schedule to reflect required increases/decreases in allowances, and others during contract extensions.

10.22 BASIS OF PAYMENT - The contract unit price shall be full compensation for furnishing all technical expertise, labor, materials, tools, equipment, trucks, communication costs,

applicable taxes, insurance, overhead, travel and incidental to complete the work as specified herein.

- A. Monthly payments to the Contractor will be made on the basis of actual number of services performed and the applicable unit bid prices.
- B. Reimbursable Costs:
 - 1. Replacement of Parts (Bid Item 3). The Contractor shall be reimbursed in accordance with Section 10.7, Replacement Parts of the Specifications.
 - 2. Miscellaneous Work (Bid Item No. 4) will be used only at the discretion of the Engineer for additional miscellaneous work within the project area. The amount shall be negotiated in a manner similar to Section 4.5 - PRICE ADJUSTMENT of the Specifications. Refer to Section 10.6, Equipment List for other miscellaneous work.
 - 3. *Start Up/Reprogramming (Bid Item No. 5). The Contractor shall be reimbursed in accordance with Section 10.5.A.3, Start Up and Reprogramming of the Specifications.*
- C. Deductions (as applicable):
 - 1. Retainage – computed as specified in Section 9.2, of the Specifications.
 - 2. Liquidated Damages – computed as specified in Section 8.6, of the Special Provisions.
- D. Monthly payments payable to the Contractor will be the monthly payments in Section 10.22.A above plus applicable Reimbursable Costs in Section 10.22.B minus applicable Deductions in Section 10.22.C.

Refer to Section 9.4, Progress Payments, of the Special Provisions, for the required information on invoices.