

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
AIRPORTS DIVISION

GENERAL PROVISIONS, SPECIFICATIONS, PROPOSAL  
FOR  
T-HANGAR, ROLL-UP, & OVERHEAD DOOR MAINTENANCE  
STATEWIDE

STATE PROJECT NO. BS1322-43

2022

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NOTICE TO BIDDERS  
(Chapter 103D, HRS)

SEALED BIDS for T-HANGAR, ROLL-UP, & OVERHEAD DOOR

MAINTENANCE, STATEWIDE, PROJECT NO. BS1322-43, will begin as advertised in HiePRO. Bidders are to register and submit bids through HiePRO only. See the following HiePRO link for important information on registering:

<https://hiepro.ehawaii.gov/welcome.html>.

Deadline to submit bids is December 5, 2022, at 3:15 p.m. Hawaii Standard Time (HST).

Bids received after said due date and time shall not be considered.

The scope of work consists of the maintenance of T-Hangar, roll-up, and overhead doors at various Statewide Airports.

To be eligible to bid, bidders must possess a valid State of Hawaii Specialty Contractor's "C-48" License at the time of bidding.

A pre-bid conference is scheduled for November 14, 2022 at 2:00 p.m. HST. Due to the impacts of COVID-19, the pre-bid will be held via Microsoft Teams teleconference. All bidders that wish to attend must send an email indicating their interest to Mr. Steve Tagupa, State Project Manager, at [steve.tagupa@hawaii.gov](mailto:steve.tagupa@hawaii.gov). They will be added to the Teams attendance list and will be sent an invitation email. The invitation will contain a web-link to join the pre-bid meeting via a computer and a teleconference number to join via phone. The deadline to sign up for the pre-bid teleconference is November 10, 2022 at 2:00 p.m. HST. All prospective bidders or their representatives (employees) are encouraged to attend, but attendance is not mandatory.

T-HANGAR, ROLL-UP & OVERHEAD  
DOOR MAINTENANCE  
STATEWIDE AIRPORTS  
STATE PROJECT NO. BS1322-43

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Any bidders interested in visiting any of the various work sites may schedule site visits with the following personnel at each airport:

Daniel K. Inouye International Airport (HNL)

- Wendy Cheuk, State Project Manager

Email: wendy.cheuk@hawaii.gov

Phone: (808) 838-8822

Kalaeloa Airport (JRF)

- Lawrence Sanchez, Airport Operations & Maintenance Worker

Phone: (808) 927-6384

Hilo International Airport (ITO)

- Calvin Shimizu, General Construction & Maintenance Superintendent

Email: calvin.t.shimizu@hawaii.gov

Phone: (808) 961-9377

- Tiffinie Smith, Assistant Airport Superintendent

Email: tiffinie.c.smith@hawaii.gov

Phone: (808) 961-9303

Ellison Onizuka Kona International Airport at Keahole (KOA)

- Craig Bisgard, Property Manager III

Email: craig.m.bisgard@hawaii.gov

Phone: (808) 327-9518

- Cy Duvauchelle, Assistant Airport Superintendent

Email: cy.c.duvauchelle@hawaii.gov

Phone: (808) 327-4334

Waimea Kohala Airport (MUE) & Upolu Airport (UPP)

- Craig Bisgard, Property Manager III

Email: craig.m.bisgard@hawaii.gov

Phone: (808) 327-9518

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- Ernest J. Alfonso, Airport Operations & Maintenance Worker  
Email: ernest.j.alfonso@hawaii.gov  
Phone: (808) 887-8126

#### Kahului Airport (OGG)

- T-Hangars & Baseyard: Karl Amoral, Construction & Maintenance Superintendent  
Email: karl.m.amoral@hawaii.gov  
Phone: (808) 250-1219
- ARFF Station: Colby Hanley, Airport Fire Captain  
Email: colby.o.hanley@hawaii.gov  
Phone: (808) 872-3841

#### Kapalua Airport (JHM)

- ARFF Station: Kurt Kahui, Airport Fire Lieutenant  
Email: kurt.k.kahui@hawaii.gov  
Phone: (808) 665-6107
- ARFF Station: Doug Cernal, Airport Fire Lieutenant  
Email: douglas.a.cernal@hawaii.gov  
Phone: (808) 665-6107
- Airport Terminal: Aloha Kuhia, Airport Operations & Maintenance Worker  
Email: pauline.a.kuhia@hawaii.gov  
Phone: (808) 665-6108

#### Molokai Airport (MKK)

- ARFF Station: Matthew Pires, Airport Fire Captain  
Email: matthew.p.pires@hawaii.gov  
Phone: 808 567-9663
- Baseyard – Antone Kalilikane, Airport Operations & Maintenance Worker  
Email: antone.k.kalilikane@hawaii.gov  
Phone: (808) 567-9660

Lanai Airport (LNY)

- ARFF Station: Guy De Silva, Airport Fire Captain

Email: guy.a.desilva@hawaii.gov

Phone: (808) 565-7941

- Terminal Building: Alan Fernandez, Airport Operations & Maintenance Worker

Email: alan.b.fernandez@hawaii.gov

Phone: (808) 565-7942

Lihue Airport (LIH)

- ARFF Station – Kendall Lemn, Airport Fire Commander

Email: kendall.k.lemn@hawaii.gov

Phone: (808) 241-3855

- T-Hangars, Baseyard, & Terminal Doors – Sheldon Moniz, Construction & Maintenance Superintendent

Email: sheldon.a.moniz@hawaii.gov

Phone: (808) 241-3929

ALL requests for information shall be received in writing via HIEPRO prior to the Question Due Date in General Information of the HIEPRO solicitation. Questions received after the deadline or by other communications methods will not be addressed. Verbal requests for information will not receive a response.

Campaign contributions by State and County Contractors. Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, contact the Campaign Spending Commission at (808) 586-0285.

Any protest of this solicitation shall be submitted in writing to the Director of Transportation, in accordance with §103D-701, HRS and §3-126, HAR.

T-HANGAR, ROLL-UP & OVERHEAD  
DOOR MAINTENANCE  
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The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order 11246, as amended, shall be complied with on this project.

The U.S. Department of Transportation Regulation entitled “Nondiscrimination in Federally-Assisted Programs of the U.S. Department of Transportation,” Title 49, Code of Federal Regulations (CFR), Part 21 is applicable to this project. Bidders are hereby notified that the Department of Transportation will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin or sex (as directed by 23 CFR Part 200).

For additional information, contact Steve Tagupa, Project Manager, by phone at (808) 838-8805, or by email at [steve.tagupa@hawaii.gov](mailto:steve.tagupa@hawaii.gov).

The State reserves the right to reject any or all proposals and to waive any defects in said proposals for the best interest of the public.



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JADE T. BUTAY  
Director of Transportation

Posted:

T-HANGAR, ROLL-UP & OVERHEAD  
DOOR MAINTENANCE  
STATEWIDE AIRPORTS  
STATE PROJECT NO. BS1322-43

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SPECIAL PROVISIONS

The Specifications contained herein are amended as follows:

A. SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS is amended by adding the following subsections:

1. 2.3 PROPOSAL GUARANTY is deleted in its entirety.
2. 2.4 DELIVERY OF PROPOSALS is amended by replacing the entire subsection with:

“2.4 DELIVERY OF PROPOSALS – The bidder shall submit the proposal in HiePRO. Bids received after said date and time shall not be considered. Original bid documents do not have to be submitted. Award will be made based on proposals submitted via HiePRO.”

3. 2.5 WITHDRAWAL OF PROPOSALS is amended by replacing the entire subsection with:

“2.5 WITHDRAWAL OF PROPOSALS – A bidder may withdraw or revise a proposal after the bidder submits the proposal in HiePRO. Withdrawal or revision of proposal must be completed before the time set for receiving of bids.”

4. 2.6 PUBLIC OPENING OF PROPOSALS is not applicable.
5. Add the following to the end of the section:

"2.9 CERTIFICATION FOR PERFORMANCE OF SERVICES -Pursuant to Section

103-55, Hawaii Revised Statutes, and unless indicated otherwise, each bidder is required to submit the attached "Certificate for Performance of Services" in the event the bidder submits a bid in excess of \$25,000.00. The notarized certificate must be submitted to said Contracts Office, Department of Transportation, 869 Punchbowl Street, Honolulu, Hawaii 96813, before entering into a contract to perform services.

As of the bid opening date, salaries of State employees performing work similar to the work called for under this contract are as follows:

	<u>Salary Range</u>	<u>Minimum Hourly Rate</u>
General Labor I	BC-2	\$18.10
General Laborer II (working foreman)	WS-3	\$20.20

Painter I	BC-9	\$24.60
Painter II (working foreman)	WS-09	\$26.11
Maintenance Mechanic I	BC-9	\$24.60
Maintenance Mechanic II	WS-09	\$26.11

The above information is provided to the Contractor for guidance only and is subject to change in accordance with existing collective bargaining contracts or shall change as contracts are renegotiated. It is the bidder's responsibility to verify the accuracy of the wage rates contained herein and to provide for changes in the minimum wages, which must be paid personnel working on this project at all times. Information on the status of Bargaining Unit (BU) contracts can be obtained from the Airports Division, Personnel Management Office, (808) 838-8619.

Bidders are advised that they are not restricted to hire only those classifications of employees as listed, but are free to employ such other classifications of workers as the bidder deems proper and proposes to use on the project, and as may be according to the bidder's common hiring practice. However, the principal duties of employees other than those listed hereinabove working on the project will be matched against those of State workers to determine the closest equivalent State employee classification, and the Contractor must compensate such employee( s) at a rate which is no less than that of the equivalent State employee."

B. SECTION 7-LEGAL AND RELATIONS AND RESPONSIBILITY is amended as follows:

7.8 LABOR AND COMPENSATION REQUIREMENTS is amended by replacing the first two paragraph with the following:

“7.8 LABOR AND COMPENSATION REQUIREMENTS - Pursuant to Section 103-55, H.R.S., Wages, Hours, Working Conditions of Employees of Contractor's Supplying Services, 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.

Additional information on the requirements of Section 103-55, H.R.S. may be obtained at [http://www.capitol.hawaii.gov/hrscurrent/Vol02\\_Ch0046-0115/HRS0103/HRS\\_0103-0055.htm](http://www.capitol.hawaii.gov/hrscurrent/Vol02_Ch0046-0115/HRS0103/HRS_0103-0055.htm)”

7.9 (B) COMPREHENSIVE AUTOMOBILE LIABILITY is amended by replacing the first sentence with the following:

“The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a combined single Limit of not less than \$5,000,000 per accident for bodily injury and property damage with the State of Hawaii named as additional insured.”

7.9 (C) COMMERCIAL GENERAL LIABILITY is amended by replacing the first sentence with the following:

“The Contractor shall obtain General Liability insurance with a limit of not less than \$5,000,000 per occurrence and in the aggregates.”

Add the following subsections:

7.10 SPECIAL REQUIREMENTS FOR CONTRACTOR'S OPERATIONS IN THE AIRPORT OPERATIONAL AREAS -The Contractor shall conform with the applicable sections of the State Airports Division Rules and Regulations pertaining to its access and operation in the Airport Operational Area hereinafter described as follows:

A. Comprehensive General Liability Insurance

The Contractor shall obtain and maintain during the course of work, insurance coverage as specified by Section 7.9 Insurance as amended.

B. Authorized Vehicles

1. Only vehicles considered safe and necessary for the performance of this contract shall be allowed to operate in the Airport Operational Area.
2. All authorized vehicles shall be identified with the Contractor's company's name on each side with letters not less than four (4) inches in height or a logo no less than six (6) inches in height.
3. As a condition to enter and operate the AOA, the Contractor shall obtain insurance coverage as required by Section 7.9 Insurance as amended.
4. The Contractor's operations on, over, across, and/or immediately adjacent to any runway and/or taxiway at a towered airport shall require the use of a two-way radio communication. The Contractor shall obtain the necessary equipment at its on expense.
5. No person shall operate a motor vehicle on the AOA without personally possessing a current Motor Vehicle Operator's Permit

issued by the Airport Manager to that person.

- a. The Motor Vehicle Operator's Permit will be issued only to persons who apply through the Airport Security Section and pass a written exam covering those portions of the Airport Rules and Regulations relating to the operation of vehicles in the AOA.
- b. Permits issued may be suspended or revoked for cause at any time by the Airports Division.

C. Airport Operational Area Identification Badge - Contractor's employees requiring entrance to the operational area must apply and obtain identification badges through the Airport Security Office.

1. All persons employed under this contract who have unescorted access to the AOA shall have background checks (to the extent permitted by law) including at a minimum, references and prior employment histories by the employees relating to employment in the preceding ten (10) years.
2. As a condition in the issuance of AOA Identification Badges, Certification of Compliance shall be submitted with the application. The Certification shall affirm that a background check has been performed, correct, and complete of those persons requiring access to the AOA. Background check records shall be maintained by the Contractor during the course of the work and shall contain the name, address, social security number, and previous employment and the person(s) contacted to verify such employment. The records shall be made available for inspection by the State.

7.11 CUSTOMS ACCESS CLEARANCE - The Contractor shall coordinate with the U.S. Customs Office, prior to the start of work, for customs access clearance to enter and leave airport restricted areas. The Contractor will be required to obtain a \$10,000.00 Customs Area Security Bond."

C. SECTION 8 - PROSECUTION AND PROGRESS is amended as follows:

Subsection 8.2 SUBCONTRACTING is amended by adding the following sentence after the first (1<sup>st</sup>) sentence in the second (2<sup>nd</sup>) paragraph:

"The Contractor, however, shall perform with its own organization, work amounting to not less than fifty percent (50%) of the total contract cost."

D. SECTION 9 - PAYMENT is amended by adding the following subsection:

"9.6 RELEASE OF RETAINAGE - The State may release the payments withheld

(retainage) at the end of a one-year term provided:

- (a) The Contractor has satisfactorily fulfilled the terms and conditions of the Contract for that one-year term.
- (b) The Contractor submits a current compliant Certificate of Vendor Compliance or a current tax clearance certificate."

## SECTION 1 - DEFINITION AND TERMS

Whenever the following pronouns are used in these specifications, or in any documents or instruments where these specifications govern, the intent and meaning shall be interpreted as follows:

1.1 ADDENDA - A written document which may be issued by the Director during the bidding period involving changes to the specifications and plans, if any, which shall be considered and made a part of the contract.

1.2 AIRPORTS DIVISION - Airports Division, Department of Transportation, State of Hawaii.

1.3 AWARD - The written acceptance of a proposal by the State.

1.4 BIDDER - Any individual, partnership, corporation or other legal entity, or combination thereof, submitting a proposal for the work contemplated, acting either directly or through a duly authorized representative.

1.5 CALENDAR DAY - Every day shown on the calendar. If no designation of calendar or working day is made, "day" shall mean calendar day.

1.6 CHANGE ORDER - A written order issued by the Director to the Contractor requiring the contract work to be performed in accordance with a change or changes that may involve an adjustment in contract time and price or requiring performance of any unforeseen work essential to complete the contract.

1.7 CONTRACT - The written agreement between the State and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the (1) notice to bidders, (2) proposal, (3) contract form and contract bond, (4) specifications, (5) special provisions and plans, if any, (6) addenda, (7) notice to proceed, and (8) change orders and agreements that are required to complete the work, all of which constitute one instrument.

1.8 CONTRACT BOND - The approved form of security, executed by the Contractor and its Surety or Sureties, guaranteeing the completion of the work in accordance with the terms of the contract, and guaranteeing full payment of all claims for labor, materials, and supplies used or incorporated in the work.

1.9 CONTRACT TIME - The number of working days or calendar days allowed for completion of the contract, including authorized time extensions.

If a calendar date is specified as the date of completion in lieu of the number of working days or calendar days, the contract shall be completed by that date.

In case the contract is for a specified period of time, the contract time shall be for said specified period of time.

1.10 CONTRACTOR - The individual, partnership, corporation or other legal entity, or combination thereof, contracting with the State for performance of the prescribed work.

1.11 DEPARTMENT - The State Department of Transportation.

1.12 DIRECTOR - The Director of Transportation, acting either directly or through the Director's duly authorized representative.

1.13 EQUAL OR APPROVED EQUAL - Whenever this term is used in the specifications and plans, if any, it means a brand or article pre-qualified in accordance with Section 6.2 Trade Names and Alternates and which may be used in place of the one specified.

1.14 H.A.R. or HAR - Hawaii Administrative Rules.

1.15 H.R.S. or HRS - Hawaii Revised Statutes.

1.16 HARBORS DIVISION - Harbors Division, Department of Transportation, State of Hawaii.

1.17 HIGHWAYS DIVISION - Highways Division, Department of Transportation, State of Hawaii.

1.18 HOLIDAYS - The days which are set apart and established as State holidays pursuant to Section 8-1, H.R.S.

1.19 INSPECTOR - The Director's authorized representative assigned to make detailed inspections of contract performance and materials supplied.

1.20 NOTICE TO BIDDERS - The public announcement, as required by law, inviting proposals for the work to be performed or materials to be furnished.

1.21 NOTICE OF FINAL ACCEPTANCE - Written notice from the Director to the Contractor that the entire contract has been completed in all respects in accordance with the specifications and plans, if any, and any changes thereof previously approved by the Director.

1.22 NOTICE TO PROCEED - Written notice from the Director to the Contractor advising the Contractor of the date on which he is to begin the prosecution of the work.

1.23 PLANS - The contract drawings approved by the Director which show the location, character, dimensions and details of the work to be done and shall be a part of the contract.

1.24 PROCUREMENT OFFICER - The Director's duly authorized representative including project managers, project engineers and contract administrators assigned to prepare, evaluate and administer contracts for the purchasing of goods and services.

1.25 PROPOSAL (OR BID) - The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

1.26 PROPOSAL FORM - The approved format prepared by the Department or a facsimile thereof on which bids for the work must be prepared and submitted. (Reasonable facsimile acceptable for bidding.)

1.27 PROPOSAL GUARANTY - The security furnished with a proposal to guarantee that the bidder will enter into the contract and furnish all other requirements if the bidder's proposal is accepted.

1.28 QUALIFICATION QUESTIONNAIRE - The specified forms on which the bidder shall furnish required information as to the bidder's ability to perform and finance the work.

1.29 S.L.H. or SLH - Session Laws of Hawaii.

1.30 SPECIAL PROVISIONS - Revisions to the specifications. The specific clauses setting forth conditions or requirements peculiar to the project under consideration which are not thoroughly or satisfactorily stipulated in these specifications.

1.31 SPECIFICATIONS - The directions, provisions, and requirements pertaining to the method and manner of performing the work and to the quantities and qualities of materials to be furnished under the contract.

1.32 STATE - The State of Hawaii.



1.33 SUBCONTRACTOR - An individual, partnership, corporation, other legal entity, or any combination thereof, that enters into an agreement with the Contractor to perform a portion of the work for the Contractor.

1.34 SUPERINTENDENT - The Contractor's representative who is responsible for and in charge of the work.

1.35 SURETY - The corporation, partnership or individual, other than the Contractor, executing a bond furnished by the Contractor and guaranteeing performance by the Contractor.

1.36 TITLES (OR HEADINGS) - The titles or headings of the Sections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation. Unless otherwise indicated, whenever the word "Section" is used, reference is being made to a Section in these specifications.

1.37 WORK - The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient for the successful completion of the project and the execution of all the duties and obligations imposed by the contract.

1.38 WORKING DAY - Any day, except Saturdays, Sundays and State holidays.

## SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 QUALIFICATION OF BIDDERS - Prospective bidders must be capable of performing the work for which bids are called.

In accordance with Section 103D-310, HRS, the Department may require any prospective bidder to submit answers to questions contained in the "Standard Qualification Questionnaire for Prospective Bidders on Public Works Contracts" on the form furnished by the Department, properly executed and notarized, setting forth a complete statement of the experience of such prospective bidder and its organization in performing similar work and a statement of the equipment proposed to be used, together with adequate proof of the availability of such equipment. Whenever it appears to the Department, from answers to the questionnaire or otherwise, that the prospective bidder is not fully qualified and able to perform the intended work, the Department will, after affording the prospective bidder an opportunity to be heard and if still of the opinion that the bidder is not fully qualified to perform the work, refuse to receive or consider any bid offered by the prospective bidder. All information contained in the answers to the questionnaire shall be kept confidential. Questionnaire so submitted shall be returned to the bidders after serving their purpose.

Failure to complete the qualification questionnaire will be sufficient cause for the Department to disqualify a prospective bidder.

No person, firm or corporation may bid where (1) the person, firm, or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is in arrears in payments owed to the State of Hawaii or its political subdivisions or is in default as a surety or failure to do faithfully and diligently previous contracts with the State.

2.2 REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES, OR IRREGULARITIES - Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

When proposals are signed by any agent, other than the officer or officers of a corporation authorized to sign contract on its behalf or a member of copartnership, a Power of Attorney must be on file with the Department prior to opening bids or shall be submitted with the proposal; otherwise, the proposal may be rejected as irregular and unauthorized.

Members of a joint venture may be requested to supply the Department with a copy of their joint venture agreement or each member of the joint venture may be required to sign the proposal.

2.3 PROPOSAL GUARANTY - A proposal guaranty (bid bond) is not required except when specifically noted in the proposal section of the bid document.

When a proposal guaranty is required with a bid, it will be specifically stated in the proposal; and no proposal totaling \$25,000 or more will be considered unless accompanied by one of the following forms of bidder's security:

- A. a deposit of legal tender; or
- B. a surety bid bond underwritten by a company licensed to issue bonds in the State of Hawaii and submitted on the standard form provided herewith; or
- C. a certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by and payable on demand to the State by a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).
  - 1. The bidder may use these instruments only to a maximum of one hundred thousand dollars (\$100,000.00).
  - 2. If the required security or bond amount totals over one hundred thousand dollars (\$100,000.00), more than one instrument not exceeding one hundred thousand dollars (\$100,000.00) each and issued by different financial institutions shall be acceptable.
  - 3. The instrument shall be made payable at sight to the Department of Transportation, State of Hawaii.

According to Section 103D-323, HRS, the above shall be in a sum not less than five percent (5%) of the amount bid.

2.4 DELIVERY OF PROPOSALS - Each proposal shall be placed, together with the proposal guaranty when required, in an envelope and sealed and so marked as to indicate the identity of the project, the name and address of the bidder, and other required information and then delivered as indicated in the Notice to Bidders. Proposals will be received up to the time fixed in the Notice to Bidders for the opening of bids.

2.5 WITHDRAWAL OF PROPOSALS - Any proposal may be withdrawn at any time prior to the time fixed in the Notice to Bidders for the opening of proposals upon the filing of a written request therefore with the Department, executed by the bidder or a duly authorized representative. The withdrawal of a proposal shall not preclude a bidder from submitting a new proposal.

2.6 PUBLIC OPENING OF PROPOSALS - Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents are invited to be present.

2.7 DISQUALIFICATION OF BIDDERS - Any of the following reasons may be considered as being sufficient grounds for the disqualification of a bidder and the rejection of his proposal or proposals.

A. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.

B. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the Department until such participant shall have been reinstated as a qualified bidder.

C. Evidence of assistance from a person who has been an employee of the agency within the preceding two years and who participated while in State office or employment in the matter with which the contract is directly concerned, pursuant to Section 84-15, H.R.S.

D. Lack of proposal guaranty.

E. Unsigned proposal or proposal not signed in ink by person or persons legally authorized to submit a proposal on behalf of the bidder.

2.8 MATERIAL GUARANTY - The bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the prosecution of the work, together with samples. Such samples may be subjected to tests to determine their quality and fitness for the work.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

3.1 AWARD OF CONTRACT - The State reserves the right to reject any and all proposals and to waive any defects as may be deemed to be in the best interest of the public.

The award of contract, if it be awarded, will be made within sixty (60) calendar days after the opening of bids to the lowest responsive and responsible bidder whose proposal complies with all the prescribed requirements. The successful bidder will be notified, by letter mailed to the address shown in its proposal, that its proposal has been accepted and it has been awarded the contract.

**Requirement for award.** To be eligible for award, the apparent low Bidder will be contacted to submit copies of the documents listed below to demonstrate compliance with Section 103D-310(c), HRS. The documents should be submitted to the Department as soon as possible. If a valid certificate/clearance is not submitted on a timely basis for award of a contract, a Bidder otherwise responsive and responsible may not receive the award.

**A. Tax Clearance.**

Pursuant to §103D-310(c), 103-53 and 103D-328, HRS, the successful bidder shall be required to submit a certified copy of its tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) to demonstrate its compliance with Chapter 237, HRS. A tax clearance is valid for six (6) months from the most recent approval stamp date on the tax clearance and must be valid on the bid's first legal advertisement date or any date thereafter up to the bid opening date.

FORM A6, TAX CLEARANCE CERTIFICATE, is available at the following website:

<http://www.hawaii.gov/tax/>

To receive DOTAX Forms by fax or mail, phone (808)587-7572 or 1-800-222-7572.

The application for the Tax Clearance Certificate is the responsibility of the bidder, and must be submitted directly to the DOTAX or IRS. The approved certificate may then be submitted to the Department.

**B. DLIR Certificate of Compliance.**

Pursuant to §103D-310(c), HRS, the successful bidder shall be required to submit a copy (faxed copies are acceptable) of its approved Certificate of Compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR) to demonstrate its compliance with unemployment insurance (Chapter 383, HRS), workers' compensation (Chapter 386, HRS), temporary disability insurance (Chapter 392, HRS), and prepaid health care (Chapter 393, HRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the bid's first legal advertisement date or any date thereafter up to the bid opening date. For certificates which receive a "pending" approval stamp, a DLIR approval stamp is required prior to the issuance of the Notice to Proceed.

FORM LIR#27, APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, is available at the following website:

[www.hawaii.gov/labor](http://www.hawaii.gov/labor)

More information is available by calling the DLIR Unemployment Insurance Division at (808) 586-8926.

Inquiries regarding the status of a LIR#27 Form may be made by calling the DLIR Disability Compensation Division at (808)586-9200.

The application for the Certificate of Compliance is the responsibility of the bidder, and must be submitted directly to the DLIR. The approved certificate may then be submitted to the Department.

**C. DCCA Certificate of Good Standing.**

Pursuant to §103D-310(c), HRS, the successful bidder shall be required to submit a copy (faxed copies are acceptable) of its approved Certificate of Good Standing issued by the Hawaii State Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) to demonstrate that it is either:

- (1) incorporated or organized under the laws of the State; or
- (2) registered to do business in the State as

a separate branch or division that is capable of fully performing under the contract.

A Certificate of Good Standing is valid for six (6) months from the approval date on the certificate and must be valid on the bid's first legal advertisement date or any date thereafter up to the bid opening date. A Hawaii business that is a sole proprietorship, is not required to register with the BREG, and therefore not required to submit a Certificate of Good Standing. Bidders are advised that there are costs associated with registering and obtaining a Certificate of Good Standing from the DCCA.

To purchase a CERTIFICATE OF GOOD STANDING, go to On-Line Services at the following website:

[www.hawaii.gov/dcca/](http://www.hawaii.gov/dcca/)

The application for the Certificate of Good Standing is the responsibility of the bidder, and must be submitted directly to the DCCA. The approved certificate may then be submitted to the Department.

3.2 CANCELLATION OF AWARD - The State reserves the right to cancel the award of any contract any time before the execution of said contract by all parties without any liability to the successful bidder or any other bidder.

3.3 RETURN OF PROPOSAL GUARANTY - All proposal guaranties, except those of the lowest two (2) bidders, will be returned immediately following the opening and checking of the proposals. The retained proposal guaranty of the second lowest bidder, if not a bid bond, will be returned within ten (10) calendar days following execution of contract by the successful bidder. The successful bidder's proposal guaranty, if not a bid bond, will be returned after a satisfactory contract bond has been furnished and the contract has been executed.

3.4 REQUIREMENT OF CONTRACT BOND - Only when required by the proposal, the successful bidder at the time of the execution of the contract shall file good and sufficient performance and payment bonds on the forms furnished by the Department, or a facsimile thereof, conditioned for the full and faithful performance of the contract in accordance with the terms and intent thereof and also for the prompt payment to all others for all labor and materials furnished by them to it and use in the prosecution of the work provided for in such contract,

in the manner, form and amount required by Section 3-122-224(b)(2), H.A.R., which bonds shall be in an amount equal to fifty per cent (50%) of the contract price, including amounts estimated to be required for extra work, or in the case of price-term, open-end, or requirements contract under which the total amount to be paid to the Contractor cannot be accurately estimated at the time the contract is to be awarded, the bond amounts shall be as designated in the bid documents. Such bonds shall also by their terms inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in the work so as to give them a right of action as contemplated by Section 103D-324, H.R.S.

The bidder shall limit the acceptable performance and payment bonds to the following:

- (a) Legal tender; or
- (b) Surety bond underwritten by a company licensed to issue bonds in the State of Hawaii; or
- (c) A certificate of deposit; share certificate,; cashier's check; treasurer's check; teller's check drawn by or a certified check accepted by and payable on demand to the State by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).

1. The bidder may use these instruments only to a maximum of one hundred thousand dollars (\$100,000.00).

2. If the required security or bond amount totals over one hundred thousand dollars (\$100,000.00) more than one instrument not exceeding one hundred thousand dollars (\$100,000.00) each and issued by different financial institutions shall be acceptable.

3.5 EXECUTION OF CONTRACT - The contract and the "Certificate for Performance of Services", similar to a copy of the same annexed hereto, shall be executed by the successful bidder and returned, together with the contract bonds, when required, within ten (10) days after the award of the contract or within such further time as the Director may allow after the bidder has received the contract for execution.

Pursuant to Section 103D-309, H.R.S., the contract shall not bind the State in any way unless said contract has been fully and properly executed by all the parties thereto and



the Comptroller has endorsed thereon a certificate that there is available an unexpended appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract.

3.6 FAILURE TO EXECUTE CONTRACT - Failure to execute the contract, Certificate for Performance of Services and file acceptable bonds, when required, within ten (10) days after the award of the contract, or within such further time as the Director may allow, shall be cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award of the contract may then be made to the next lowest responsible bidder.

## SECTION 4 - SCOPE OF WORK

4.1 WORK TO BE DONE - The work to be done is described in the Section(s) following Section 9 of these specifications.

4.2 PERFORMANCE OF WORK - The Contractor shall employ, so far as possible, such methods and means in carrying out his work so as not to cause any interruption, disturbance, or interference with the public.

In case the Contractor is performing work in a building, the Contractor shall conduct the work in such a manner so as not to cause any interruption, disturbance, or interference with the business activities of the tenants in the building.

4.3 EXTRA WORK - New and unforeseen items of work will be classed as extra work when they cannot be covered by any of the various items for which there is a bid price.

### 4.4 CHANGES AND CLAIMS FOR ADJUSTMENT

A. Change order. By a written order, at any time, and without notice to any surety, the procurement officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

1. Drawings, designs, or specifications, if the goods to be furnished are to be specially manufactured for the State in accordance therewith;
2. Method of shipment or packing;
3. Place of delivery;
4. Changes in the work within the scope of the contract; or
5. Changes in the time of performance of the contract that do not alter the scope of work.

B. Adjustments of price or time for performance. If any change order increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the procurement officer promptly and duly make the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have

prejudiced any claim for additional compensation, or an extension of time for completion.

C. Time period for claim. Within thirty (30) days after receipt of a written change order under subsection (a) unless the period is extended by the procurement officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State or county is prejudiced by the delay in notification.

D. Claim barred after final payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

E. Other claims not barred. In the absence of a change order, nothing in this clause shall be deemed to restrict the contractor's right to pursue a claim as under the contract or for breach of contract.

#### 4.5 PRICE ADJUSTMENT

Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

A. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

B. By unit prices specified in the contract or subsequently agreed upon;

C. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

D. In such other manner as the parties may mutually agree; or

E. In the absence of agreement between the parties, by a unilateral determination by the procurement officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126 of the Hawaii Administrative Rules.

#### 4.6 VARIATION IN QUANTITY

Upon agreement of the parties, the quantity of goods or services or both specified in this contract may be increased by a maximum of ten (10) percent provided (1) the unit prices will remain the same except for any price adjustments otherwise applicable and (2) the procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

## SECTION 5 - CONTROL OF WORK

5.1 AUTHORITY OF DIRECTOR - The Director shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; the manner of performance and rate of progress of the work; the compensation for work performed; the interpretation of the contract and the fulfillment of the contract on the part of the Contractor. The Director's decision shall be final and the Director shall have the authority to enforce any such decision and order which the Contractor fails to carry out promptly and diligently. The Director shall have the following powers in the way of enforcement:

- A. The right to suspend the work.
- B. The right to withhold payment due the Contractor.

5.2 COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS - These specifications, the plans, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to describe and provide for the complete work.

5.3 COOPERATION OF CONTRACTOR AND DIRECTOR - The Contractor shall have available at the work site at all times, a copy of the specifications, special provisions and plans. The Contractor shall give the work constant attention to facilitate the progress thereof and shall cooperate with the Director in every way possible.

Before starting work on the project, the Contractor shall designate in writing a superintendent who shall have complete authority to represent and to act for the Contractor.

5.4 INSPECTION - The Director at all times shall have access to the work during its prosecution and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of these specifications and special provisions. All work done and all materials furnished shall be subject to the Director's inspection and approval.

The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill its contract as prescribed, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such defective work and materials may have been previously overlooked by the Director and accepted or included in an estimate for payment.

Projects financed in whole or in part with Federal funds shall be subject to inspection at all times by representatives of the Federal agency involved.

5.5 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK - All work which has been rejected shall be corrected or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed the Contractor for such correction or removal and replacement. Upon failure on the part of the Contractor to comply promptly with any order of the Director, the Director may cause any rejected work to be corrected or removed and replaced and to deduct the costs thereof from any monies due or to become due the Contractor.

5.6 CLAIMS AND DISPUTES - The Contractor may give notice in writing to the Director for claims that extra compensation, damages, or an extension of time for completion is due the Contractor for one or more of the following reasons:

- A. Requirements not clearly covered in the contract, or not ordered by the Director as extra work;
- B. Failure between the State and the Contractor to agree to an adjustment in price for a contract change order issued by the State; or
- C. An action or omission on the part of the Director requiring performance changes within the scope of the contract.

The Contractor shall continue with performance of the contract in compliance with the directions or orders of the procurement officer, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- A. The notice in writing be given:
  - 1. Before the commencement of the work involved, if at that time the Contractor knows of such requirements or the occurrence of such actions or omissions; or
  - 2. Within thirty (30) calendar days after the Contractor knows of such requirements or the occurrence of such action or omission if the Contractor did not have such knowledge before the commencement of the work; or
  - 3. Within thirty (30) calendar days after receipt of the written contract change order that was not

agreed upon by both parties; or

4. Within such further time as may be allowed by the Director in writing.

B. The notice shall clearly state the Contractor's intention to make claim and the reasons why the Contractor believes that additional compensation, changes or an extension of time may be remedies to which the Contractor is entitled; and afford the Director every facility for keeping records of the actual cost of work. Failure on the part of the Contractor to give such notification or to afford the procurement officer proper facilities for keeping strict account of actual cost shall constitute waiver of the claim for such extra compensation. The filing of such notice by the Contractor and the keeping of costs by the procurement officer shall not in any way be construed to prove the validity of the claim.

The Director will review the notice and render a decision. The Director's decision shall be final and conclusive unless, within thirty (30) calendar days from the date of the decision, the Contractor mails or otherwise furnishes a written appeal to the Director. The decision of the Director shall be final. Later notification of such claims shall not bar the Contractor's claim unless the State is prejudiced by the delay in notification. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given before final payment under this contract. Any adjustment in the contract price made pursuant to this clause shall be determined according to Section 4.5 - Price Adjustment.

The provisions of this Section shall not be construed as establishing any claims contrary to the terms of Section 4.4 - Changes and Claims for Adjustment.

Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any state officers and any Contractors from acting in collusion or bad faith in issuing or performing contract change orders which are clearly not within the scope of the contract.

SECTION 6 - CONTROL OF MATERIAL AND EQUIPMENT

6.1 DEFECTIVE MATERIALS - All materials not conforming to the requirements of these specifications or the special provisions shall be considered defective and all such materials, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work, unless otherwise permitted by the Director. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the Director. Upon failure on the part of the Contractor to comply promptly with any order to remove and replace defective materials, the Director may remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

6.2 TRADE NAMES AND ALTERNATES - For convenience in designation on the plans or in the specifications, certain equipment or articles or materials may be designated under a trade name or the name of a manufacturer and its information catalogue. The use of alternate equipment or an article or material which is of equal quality and of the required characteristics for the purposes intended will be permitted, subject to the written approval of the Director, in accordance with the following requirements:

A. QUALIFICATION BEFORE BID OPENING - When the specifications and/or plans specify one or more manufacturer's brand names of materials or equipment to indicate a quality, style, appearance, or performance, the bidder will be assumed to have based its bid on one of the specified named products, except where such proprietary product are specified, alternate brands may be qualified if found equal or better by the Director. Bidders requesting qualification of alternate proprietary products must submit a request to the Director for review and approval at the earliest date possible, but in any event, such request must be received at the Contracts office not later than ten (10) days before the bid opening date, not including the bid opening date.

It shall be the responsibility of the bidder to submit sufficient evidence based upon which a determination can be made by the Director that the alternate brand is qualified. The evidence shall be transmitted with a covering letter which shall list the evidence submitted and the items for which the substitution is requested.

If the evidence accompanying a request for substitution is insufficient to qualify a particular



model, the request shall be denied provided that further evidence may be submitted to qualify the item five (5) days prior to the bid opening date if the initial request was made prior to the deadline set above.

B. SUBSTITUTION AFTER BID OPENING - Substitution of material or equipment will not be allowed after the bid opening date except under the following unforeseen circumstances:

1. If a specified or pre qualified item is delayed by a lengthy strike in the factory or other unforeseeable contingency beyond the control of the Contractor which would cause an abnormal delay in the project completion.
2. If a specified or pre qualified item is found to be unusable due to change or other circumstances.
3. If the Contractor is willing to provide a more recently developed or manufactured item of material or equipment of the same manufacturer which the Director determines to be equal or better than the one specified or pre-qualified.

A substitution request, regardless of reason, shall be fully explained in writing by the Contractor and shall include its justification for said request, the quantities and unit prices involved, quotations and such other documents as are deemed necessary to support the request. Any savings in cost will accrue to the State and any additional cost for the substituted items will be paid by the Contractor.

The burden of proof as to the comparative quality and suitability of alternate equipment, articles, or materials shall be upon the bidder or Contractor and bidder or Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Director. The Director shall be the sole judge as to the comparative quality and suitability of alternate equipment, articles or materials and the Director's decisions shall be final.

The above shall not be construed to mean that substitution for brand name specified materials and equipment will be allowed; the Director reserves the right to deny any request he deems irregular or not in the best interest of the State.

6.3 ASSIGNMENT OF ANTITRUST CLAIMS FOR OVERCHARGES FOR GOODS AND MATERIALS PURCHASED

A. Vendor and purchaser recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, vendor hereby assigns to purchaser any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and which are not passed on to the purchaser under an escalation clause.

B. Contractor and owner recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the owner. Therefore, contractor hereby assigns to owner any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and any change order. In addition, contractor warrants and represents that each of its first tier suppliers and subcontractors shall assign any and all such claims to owner, subject to the aforementioned exception.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY

7.1 LAWS TO BE OBSERVED - The Contractor shall comply with all federal, state, city and county laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, and the conduct of the work. Any reference to such laws, ordinances, rules and regulations shall include any amendments thereto effective as of the date of the call for sealed proposals.

The Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State, its officers, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, rules or regulations. If any discrepancy or inconsistency is discovered in the contract for the work in relation to any law, ordinance, rule, regulation, order or decree, the Contractor shall forthwith report the same to the Director in writing.

7.2 PERMITS AND LICENSES - The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

7.3 PATENTS - The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and shall hold harmless, indemnify, defend and where appropriate, insure the State, its officers, agents and employees from all suits at law or actions of every nature, for or on account of the use of any patented materials, equipment, devices or processes.

7.4 RESPONSIBILITY FOR INJURY AND DAMAGE - The State, its officers, agents and employees shall not be held accountable in any manner for any loss or damage to the work or any part thereof, or for any of the materials and equipment used or employed in performing the work, or for any injury to any person or persons either workers or the public, or for any damage to property caused by the Contractor or its workers or any one employed by the Contractor. The Contractor shall be responsible for any liability imposed by law for any injury to any person or any damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. The acceptance of the completed work of the Contractor by the Director shall not relieve the Contractor from any liability which may have accrued or may accrue as a result of the performance of the work by the Contractor. The Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State, its officers, agents and employees, from all suits or actions of every name, kind and description, brought for or on account of

any injuries or damages sustained by any persons or property caused by the Contractor, its servants or agents, or by or on account of any act or omission of the Contractor or its servants or agents, regardless of whether such actions or any claim is brought against them or any one of them before or after the final acceptance of the work. In addition to any remedy authorized by law, the State may withhold payment of any money due to Contractor as shall be reasonable until disposition has been made of any suits or claims for injuries or damages.

It is not the intention of the parties to this contract to make the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party hereto to maintain a suit for personal injuries or property damage based on a contract theory of liability. In any event, the Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State from suits and claims for personal injuries or property damage where such injuries or damage are caused by the negligent acts or omissions of the Contractor, its agents or employees.

7.5 COOPERATION BETWEEN CONTRACTORS - Where two or more Contractors are employed on related or adjacent work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

7.6 CONTRACTOR'S RESPONSIBILITY FOR WORK - Until the acceptance of the contract, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expenses thereof.

7.7 NO PERSONAL LIABILITY - Neither the Director nor any other officer or authorized employee of the Department shall be personally responsible for any liability arising under the contract.

7.8 LABOR AND COMPENSATION REQUIREMENTS - Wages paid each laborer employed by the Contractor or any subcontractor shall not be less than the prevailing minimum wage rate prescribed by law.

Every laborer employed by the Contractor or any subcontractor whose rate of compensation is Five Dollars (\$5.00) or less per day shall be paid his wages weekly pursuant to Section 103-54, H.R.S.

The Contractor's attention is directed to Chapter 377, H.R.S., Hawaii Employment Relations Act; Chapter 378, H.R.S., Employment Practices; Chapter 383, H.R.S., Hawaii Employment Security Law; Chapter 386, H.R.S., Workers' Compensation Law; Chapter 387, H.R.S., Wage and Hour Law; Chapter 392, H.R.S., Temporary Disability Insurance; Chapter 393, H.R.S., Prepared Health Care Act; Chapter 396, H.R.S., Occupational Safety and Health; and Section 103-55, H.R.S., Wages, Hours, Working Conditions of Employees of Contractor's Supplying Services.

7.9 INSURANCE - Prior to commencing with the work, the Contractor shall, at its own expense, obtain and submit to the Department, Certificate of Insurance from an insurance company authorized by the laws of the State to issue such insurance in the State of Hawaii showing full policy coverage of the Contractor.

TYPES OF INSURANCE:

A. Workers' Compensation:

The Contractor shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract. The minimum limit of liability for workers compensation is the HRS 386 statutory limit.

B. Comprehensive Automobile Liability:

The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a combined single Limit of not less than \$1,000,000 per accident for bodily injury and property damage with the State of Hawaii named as additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess

policies.

C. Commercial General Liability:

The Contractor shall obtain General Liability insurance with a limit of not less than \$1,000,000 per occurrence and in the aggregates. The General liability insurance shall include the State of Hawaii as an additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

All policies must provide that 30 days prior written notice of cancellation or material change in coverage be given to certificate holders stated above.

Such insurance when accepted by the Director in writing shall become applicable and shall remain unmodified throughout the entire term of the contract and in no event shall be terminated or otherwise allowed to lapse prior to written certification of final acceptance of the work by the State. Such insurance aforementioned shall cover the State for all work performed under the contract, all work performed incidental thereto or directly or indirectly connected therewith, including other work performed outside of the work area, and all change orders.

Any delay in the submission and approval of insurance certificates shall not be justification of or grounds for a request by the Contractor postponing the issuance of a notice to proceed notwithstanding the fact that the Contractor shall not be allowed to proceed with the work until said certificates are submitted and approved.

Failure to obtain insurance in accordance with the Section, on the part of the Contractor, shall be considered a major breach of the contract; and should the State be forced to expend funds which would have been covered under the insurance, the Contractor agrees to assume the liability for such funds and to indemnify and hold the State harmless.

## SECTION 8 - PROSECUTION AND PROGRESS

8.1 NOTICE TO PROCEED - A "Notice to Proceed" letter will be written to the Contractor by the Director. Such letter will indicate the date the Contractor is to begin work and from which date the contract time will commence to run.

The Contractor shall diligently perform the required duties during the term of the contract, or if the work is to be completed within a specified time limit, the Contractor shall diligently prosecute the work to completion within the specified time limit.

8.2 SUBCONTRACTING - The Contractor shall give its personal attention to the fulfillment of the contract and shall keep the work under its control.

Subject to Section 103D-302, H.R.S., the Contractor may subcontract a portion of the work pursuant to the provisions of this section, but the Contractor shall be primarily responsible for the work so subcontracted. The Contractor shall not subcontract any work to any subcontractor who has been suspended by the State.

Before any work is started under a subcontract, the Contractor shall have the written approval of the Director on a written statement on forms furnished by the Department, indicating the work to be subcontracted, the names of the subcontractors and the description of each portion of the work to be so subcontracted and showing that the subcontractors are particularly experienced and equipped to do the work subcontracted. The Contractor shall give assurance that the minimum wage rate schedule as stated in the contract shall apply to labor performed on the work so subcontracted. Consent of the Director to the subcontracting of work shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract.

When any portion of the work which has been subcontracted by the Contractor is not prosecuted in a manner satisfactory to the Director, the Contractor, upon receipt of a notice thereof in writing from the Director, shall remove the subcontractor immediately from the project and the subcontractor shall not again be employed on the work.

8.3 ASSIGNMENT OF CONTRACT - The performance of the contract may be assigned only with the prior written consent of the Director and when applicable, the Contractor's surety. Consent to any assignment shall not relieve the Contractor or the Contractor's surety of any obligations of the contract.

8.4 INSUBORDINATION - If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Director or shall appear to the Director to be incompetent or to act in a disorderly or improper manner, the subcontractor or person shall be removed immediately upon request by the Director and shall not again be employed on the work, nor shall it be employed upon any other Department project currently under contract to the same Contractor or subcontractor.

8.5 TEMPORARY SUSPENSION OF WORK

A. Order to stop work. The Director, may, by written order to the contractor, at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding sixty (60) days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this section. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Director shall either:

1. Cancel the stop work order; or
2. Terminate the work covered by such order as provided in the "termination for default clause" or the "termination for convenience clause" of this contract.

B. Cancellation or expiration of the order. If a stop work order issued under this section is canceled or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly; if:

1. The stop work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and
2. The contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Director decides that the facts justify such



action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

C. Termination of stopped work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowable by adjustment or otherwise.

D. Adjustment of price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract.

8.6 LIQUIDATED DAMAGES - It is mutually understood and agreed by and between the parties to the contract that the performance by the Contractor of its duties every calendar/working day is an essential part of the contract and in case of failure on the part of the Contractor to perform its duties for the time specified in the contract, the State will be damaged thereby and the amounts of said damages being difficult, if not impossible of definite ascertainment and proof, shall be estimated, agreed upon and fixed at the sum shown in the proposal for each and every calendar/working day that the Contractor fails to perform its duties during the period the contract is in effect; and the Contractor shall pay the liquidated damages as provided for in the proposal and, in case the same are not paid, the Department may deduct the amount thereof from any monies due or that may become due the Contractor under the contract.

#### 8.7 DEFAULT AND TERMINATION OF CONTRACT

A. Termination by Default. If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Director may notify the contractor in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Director, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Director may procure similar goods or services in the manner and upon terms deemed appropriate by the Director. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring

similar goods or services.

1. Contractor's duties. Notwithstanding termination of the contract and subject to any directions from the Director, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the State or county has an interest.

2. Compensation. Payment for completed goods delivered and accepted by the State shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and Director; if the parties fail to agree, the Director shall set an amount subject to the contractor's rights under chapter 3-126, HAR. The State may withhold from amounts due the contractor such sums as the Director deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

3. Excuse for nonperformance or delayed performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance, if the contractor has notified the Director within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the goods or services to be furnished by the subcontractor were unreasonably obtained from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Director shall ascertain the facts and extent of such failure, and if such officer determines that any failure to perform was

occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience". As used in this paragraph of this clause, the term "subcontractor" means subcontractor at any tier.

4. Erroneous termination for default. If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of the clause, or that the delay was excusable under the provisions of paragraph 3 above, Excuse for nonperformance or delayed performance of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

5. Additional rights and remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

B. Termination for convenience. The Director may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Director shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

1. Contractor's obligation. The contractor shall incur no further obligations in connection with the terminated work and on the dates set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Director may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

2. Right to goods. The Director may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Director:

- a. Any completed goods; and
- b. The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights hereinafter called "manufacturing material," as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

The Contractor shall, upon direction of the Director, protect and preserve property in the possession of the contractor in which the State has an interest. If the Director does not exercise this right, the contractor shall use the Contractor's best efforts to sell such goods and manufacturing materials. Use of this section in no way implies that the State has breached the contract by exercise of the termination for convenience clause.

3. Compensation:

- a. The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by subchapter 15, chapter 3-122, HAR, bearing on such claim. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Director may pay the Contractor, if at all, an amount set in accordance with subparagraph c. below.
- b. The Director and the Contractor may agree to settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by subchapter 15, chapter 3-122, HAR, and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of goods and manufacturing materials under paragraph (2) of this clause, and the contract price of the work not terminated.

c. Absent complete agreement under subparagraph b above, the Director shall pay the Contractor the following amounts, provided payments agreed to under subparagraph b shall not duplicate payments under this subparagraph for the following:

(i) Contract prices for goods or services accepted under the contract;

(ii) Costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to paragraph 1 of this clause. These costs must not include costs paid in accordance with subparagraph (ii) above.

(iv) The reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the Contractor under this subparagraph shall not exceed the total contract price plus the reasonable settlement cost of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph b of this paragraph, and the contract price of work not terminated.

d. Cost claimed, agreed to, or established under subparagraphs b and c shall be in accordance with chapter 3-123, HAR. bearing on such claim.

8.8 FINAL INSPECTION - Upon notice from the Contractor of the completion of the work or contract, the Director shall make an inspection. If the contract is found completed to the Director's satisfaction, such inspection shall constitute the final inspection and acceptance of the work.

If the work is unsatisfactory in whole or in part, the Director shall notify the Contractor of the work necessary for final completion and acceptance and the Contractor shall forthwith perform the work required by the Director. Upon performance of such required work by the Contractor, another inspection shall be made which shall constitute the final inspection if the work is completed satisfactorily.

Within ten (10) days after final inspection and acceptance of the work, or as soon thereafter as is practicable, the Contractor shall be notified by the Director in writing of such acceptance.

8.9 TERMINATION OF CONTRACTOR'S RESPONSIBILITY - The contract will be considered complete when all work has been completed, the final inspection made, the work accepted by the Director, and the final estimate paid. The Contractor will then be released from further obligation except as set forth in the contract and bond, when applicable.

## SECTION 9 - PAYMENT

9.1 SCOPE OF PAYMENT - The Contractor's bid price shall be inclusive of all costs, direct or indirect, including all taxes, required for the fulfillment of the contract.

Contract payments to the Contractor by the State shall be full payment for the furnishing of all labor, tools, equipment, and other incidentals, including all taxes, necessary for performing all work and services contemplated and embraced under the contract.

9.2 RETAINAGE/DEDUCTION FROM PAYMENT - The Director may at any time retain or deduct out of any sums due the Contractor to cover claims of the State against the Contractor, or such sums sufficient to cover any unpaid claims of others supported by sworn statements filed in the office of the Director, without any liability for damages, interest or otherwise to the Contractor for such retention or deduction.

Provided the work of the Contractor is progressing satisfactorily in the judgment of the Director and in accordance with the provisions of this contract, monthly payments, less five percent (5%), will be made to the Contractor. The amount of such monthly payments shall be determined by the Director based on the Director's estimate of the items of work performed and materials incorporated in the work and the value therefor at the unit prices or lump sum prices set forth in the contract. All monthly payments are shall be subject to correction at any time prior to or in the final payment.

At any time after fifty per cent (50%) of the work has been completed, if the State determines that the work contracted to be performed is progressing satisfactorily, the State may make any of the remaining monthly payments in full.

If the Director finds that unsatisfactory progress is being made, the State may, from the beginning of such unsatisfactory progress, withhold any amount up to five per cent (5%) of any subsequent monthly payment.

9.3 ASSIGNMENT OF PAYMENTS - All monies payable under the contract, or any part thereof, shall be paid to the Contractor in accordance with the provisions of this Section and no assignment or order executed by the Contractor directing payment of any portion or all of such funds to any other person or persons shall be recognized by the State unless such assignment or order specifies the amounts to be so paid and the purposes for which the assignment or order is given. Such assignment or order shall have attached thereto, by endorsement or otherwise, the consent of the surety, when

applicable. No such assignment or order shall be binding on the State.

Any assignment of money shall, however, be subject to all proper set-offs in favor of the State, to all deductions provided for in the contract and to all liens and rights conferred by law on the State. All money withheld, whether assigned or not, shall be subject to being used by the State for the completion of the work in the event of the Contractor's default.

9.4 PROGRESS PAYMENTS - Payments under this contract shall be made only upon submission by the Contractor of an original invoice and 2 copies. The invoice shall specify the amount due less retainage and shall also certify that services requested under the contract have been performed by the Contractor according to the contract.

9.5 FINAL PAYMENT - Final payment will only be made after the Contractor receives final acceptance by the Director as provided in Section 8.8, and until the Contractor has filed with the Department the following:

A. Consent of the surety, when applicable, to payment of the final estimate;

B. Satisfactory evidence by affidavit that all debts resulting from the contract have been fully paid or satisfactorily secured;

C. A current "Certificate of Vendor Compliance" issued by the Hawaii Compliance Express (HCE). The Certificate of Vendor Compliance is used to certify the Contractor's compliance with (a) Section 103D-328, HRS (for all contracts \$25,000 or more) which requires a current tax clearance certificate issued by the Hawaii State Department of Taxation and the Internal Revenue Service; (b) Chapters 383, 386, 392, and 393, HRS; and (c) Subsection 103D-310(c), HRS. The State reserves the right to verify that compliance is current prior to the issuance of final payment. Contractors are advised that non-compliance status will result in final payment being withheld until compliance is attained.

The filing of willfully false affidavits will disqualify the Contractor from bidding on future work of the Department.



## SECTION 10 – GENERAL REQUIREMENTS

10.1 GENERAL - All work is subject to the requirements of Sections 1 to 9 inclusive, and this Section 10.

10.2 SCOPE OF WORK - The Contractor's bid price shall be inclusive of technical expertise, labor, material, radios and radio equipment, parts, taxes, insurance, overhead, travel, and incidental costs necessary to maintain and repair the T-hangar, roll-up, and overhead doors at various airports Statewide:

- Daniel K. Inouye International Airport (HNL)
- Kalaeloa Airport (JRF)
- Hilo International Airport (ITO)
- Ellison Onizuka Kona International Airport at Keahole (KOA)
- Waimea Kohala Airport (MUE)
- Upolu Airport (UPP)
- Kahului Airport (OGG)
- Kapalua Airport (JHM)
- Molokai Airport (MKK)
- Lanai Airport (LNY)
- Lihue Airport (LIH)

The State accepts no responsibility for the Contractor's ability to meet the performance requirements of these specifications. It is the Contractor's responsibility to determine the actual layout, equipment counts, part lists, and system configuration in order to provide the services outlined in these specifications.

The Contractor shall accept all doors in "as-is" condition on the date specified in the Notice to Proceed.

Travel time, air fare, per diem, car rental, fuel, lodging and all other incidentals necessary to complete the basic scope of work shall be incidental to the Contract.

### 10.3 CONTRACTOR AND PERSONNEL QUALIFICATIONS

#### A. Contractor's Qualifications

1. At the time of bidding, the Contractor shall possess a valid and current State of Hawaii Specialty Contractor's "C-48" License. The Contractor shall possess the required contracting, business and tax licenses to conduct business in the State of Hawaii.

2. The Contractor shall have a minimum of five (5) consecutive years of experience (immediately prior to bid opening) in the field of electrical and mechanical equipment maintenance and repair service as well as a managerial background.

**B. Personnel Qualifications**

1. The Contract Manager shall be based in Honolulu and shall be responsible for managing the entire contract. The Contract Manager shall possess the necessary computer skills required to perform trending, queries and analysis of the maintained systems' performance history. The contract manager shall also have basic spreadsheet, word processing, database, and email skills.
2. The Contract Manager shall be fully authorized to make all decisions on all contract matters and sign all documents related to the contract. This includes but not limited to change orders, lease agreements, contract extensions, contract amendments, letters, permits, badge authorizations, Department of Homeland Security documents, and all airport documents. The Contract Manager shall be responsible for all estimating and coordination of all repairs and elective work, and shall be authorized to negotiate all pricing related to this work.
3. The Contract Manager shall not be restricted in fully administering and managing this contract by any corporate policies. Failure to comply with this requirement may result in liquidated damages of five (5) percent of the monthly service billing for each instance of interference and may be constitute a breach of this contract. The State Project Manager (SPM) or the Director's representative shall have the final decision in determining breach of the contract.
4. Personnel serving as working supervisors for personnel performing repairs and maintenance shall be qualified journeyman mechanics, journeyman electricians, and electronic technicians with a minimum of five consecutive years of experience in the repair and maintenance of electrical and mechanical equipment. Supervisors shall have at least 2 years of supervisory experience in managing small to medium sized groups of technicians and mechanics. A qualified journeyman mechanic is someone either factory trained in the repair of the T-hangar, roll-up, or overhead doors, or possesses related heavy mechanical equipment experience. A qualified journeyman electrician is someone who is licensed as a journeyman electrician in the State of Hawaii. A qualified journeyman electronic technician is someone who has received technical training in electronics at an accredited institute or college above the high school level.
5. Personnel performing repairs and maintenance shall be qualified journeyman mechanics, journeyman electricians, and electronic technicians with a minimum of three consecutive years of experience in the repair and maintenance of electrical and mechanical equipment. A qualified journeyman mechanic is someone either factory trained in the repair of the T-hangar doors, roll-up, or overhead doors, or possesses related heavy mechanical equipment experience. A qualified journeyman electrician is someone who is licensed as a journeyman electrician in the State of Hawaii. A qualified journeyman electronic technician is someone who has

received technical training in electronics at an accredited institute or college above the high school level.

6. Personnel who will be directly responsible for maintenance and repair work on any doors specified in the scope of work shall attend and successfully complete a maintenance training course provided by the relevant equipment manufacturer if available. Airport personnel will not provide maintenance training. At a minimum, one employee must successfully complete a maintenance train the trainer course provided by the manufacturer and shall provide documented training to other personnel.
7. 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 this contract. The SPM or the Director's representative shall have the final decision in determining breach of the contract.

10.4 COORDINATION OF WORK - All work under this contract shall be coordinated with the Airport Maintenance Superintendent at each airport or a duly authorized representative. Upon award of the contract, work schedules, parts requirements and other essential information concerning the equipment shall be given to the Airport Maintenance Superintendent by the Contractor.

The Contractor shall also furnish the Airport Maintenance Superintendent with telephone numbers through which the Contractor can be called 24 hours a day, every day of the week.

Before the 10th of each month, the Contractor shall submit a monthly written report to the Airport Maintenance Superintendent listing the doors and the dates of examinations, services and repairs if any, performed to each during the previous month.

10.5 SUBMITTALS -The Contractor shall submit documented evidence of qualifications of its maintenance personnel within ten (10) days after bid opening and prior to award of the Contract. The Contractor shall also submit the name(s) of personnel who have successfully completed or will attend the manufacturer's maintenance training course within thirty (30) days after award of the contract.

10.6 WORK SCHEDULE - The Contractor shall perform inspection and maintenance services within the scope of work in accordance with all good maintenance practices, as required providing assurance of safety and operational reliability.

- A. Within seven (7) days after the award of this contract, the Contractor shall submit to the Director, a proposed schedule of inspection, preventive maintenance, and maintenance records 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 State. The State reserves the right to provide the Contractor with preprinted maintenance worksheets to be completed by the Contractor.
- B. The Contractor shall expect Airport Operations to dictate operations extending to 24 hours a day. Conditions at the airports may require the Contractor to adjust their work schedule

to cause the least amount of disruption to airport operations at no additional cost to the State.

- C. Each shift of workers for the Contractor is required to sign in at the beginning of each shift and sign out at the end of each shift the maintenance control office daily whenever they are on premises. Any work, which is not properly documented and certified by an authorized State representative, will not be compensated by the State.
- D. The Contractor shall record all malfunctions and corrective actions taken on the doors in performing its work under this contract and shall provide the Department with its maintenance personnel's certified record together with tasks completed, the date, hours and time records within one (1) day after completion of the monthly, quarterly, semi-annual and annual maintenance tasks. Falsification of maintenance records shall constitute a breach of this contract.
- E. All maintenance and inspection tasks shall be performed during hours that prevent or minimize disruptions to operations at no additional cost to the State. All work shall be scheduled so that all the tasks required for one system are completed before starting tasks on other systems. For example, all annual tasks for "T-hangar door A" shall be scheduled on consecutive days until the all the required annual tasks are complete before moving on to the annual services "T-hangar door B". The same would apply to monthly, quarterly and semi-annual tasks.
- F. All monthly, quarterly, semi-annual and annual tasks shall be performed and completed to allow the systems to operate during airport operational hours. Service tasks shall be performed in such a manner that system operation can be restored when tasks have been completed for the day. The Contractor's schedule for all monthly, quarterly, semi-annual and annual services for the entire 12-month contract period shall be submitted to the SPM for approval within 7 days of the start date of the contract as noted in the Notice to Proceed letter.
- G. All work performed by the Contractor shall be subject to random inspection by representatives of the Airports Division, State of Hawaii. All deficiencies noted shall be corrected at no additional cost to the State of Hawaii.

10.7 TROUBLE CALLS, REPAIRS, ELECTIVE, AND UPGRADE WORK - In case of any failure, malfunction and or emergencies of the T-hangar, roll-up, or overhead doors, for any cause, the Contractor is subject to be called by the State; such calls hereinafter referred to as "trouble calls".

The Contractor shall respond to all trouble calls from the State, during regular and off-hours, within twenty-four (24) hours to start working to restore service to the doors in a satisfactory manner.

Repair tasks shall include the furnishing of all parts, labor, doors, and materials which are required to complete repairs. These services shall be provided on an as needed basis at no additional cost to the State. When repair or maintenance work is being performed by others (subcontractors), the Contractor shall have a supervisor on duty to coordinate the work.

If additional manpower is required, the contractor must respond with additional manpower

within twenty-four (24) hours of the initial troubleshoot. If additional personnel need to be flown to the airport from off island, those technicians must be on site no later than 7:00 AM the following morning. All travel, lodging and other associated expenses shall be considered incidental to the Contractor's bid prices and no additional payment will be made for such costs.

Payment to the Contractor for repair work in shall be as follows:

- A. Normal repair work performed during regular working hours shall be provided by the Contractor at no cost to the State. Normal repair work is herein defined as repair work which is required as a result of wear and tear on the doors through normal use for which the doors has been designed.
  1. Normal wear and tear also includes but is not limited to damages caused by abuse, vandalism, leaks, spills, power failures, accidents, and sun exposure.
  2. Costs for all trouble calls and normal repair work shall be included in the bid prices for the maintenance of the doors.
  3. All time tickets shall be certified and signed by an authorized representative of the Airports District Manager to verify completion of the work. All maintenance and repair paperwork and trouble call tickets shall be certified and signed by an authorized representative of the Director and turned in to the appropriate State Offices in order to maintain proper maintenance records. All trouble call tickets/paperwork shall be turned into the maintenance office no later than 1 day after trouble call repairs have been completed. Failure to turn in the required paper work may result in liquidated damages of Five Hundred Dollars (\$500) a day, in addition to any other penalties outlined in these specifications, from the second day until the paperwork is turned in. This sum is set out as liquidated damages because of the impossibility of determining the amount of actual damages the State would suffer as a result of the Contractor's failure to comply with this provision. Failure to turn in the required paperwork as described in these specifications shall also constitute a breach of contract and may result in the termination of the contract for cause.
  4. Only damages caused by acts of God or natural disasters, as determined by the State Project Manager (SPM), shall be paid for by the State based on the hourly price in the Contractor's proposal for repairs caused by acts of God, natural disasters, elective repairs/modifications, multiplied by the time spent at the job site to complete the repair work. Time spent at the job site to complete the repair work during regular working hours shall be taken to the closest one-half (1/2) of an hour and any fraction of one-half (1/2) of an hour shall be considered a full one-half (1/2) of an hour.
  5. Regular working hours are 7:00 AM to 3:30 PM Monday through Friday except on State Holidays .
  6. Except as noted in Subsection 10.9 Parts, herein below, the hourly bid price shall include all labor, materials, doors, overhead, insurance, taxes, and all

other incidents necessary to complete the repair work.

7. For bidding purposes it is estimated that that there will be a total of 1750 hours of repair work as a result of Acts of God or Natural disasters, and/or elective work.

- B. All normal repair work, as described above, performed during off-hours shall be provided by the Contractor at no cost to the State.

Off hours for T-hangar and overhead door work are from 3:30 PM through 7:00 AM the following morning Monday through Friday, and all day on Saturdays, Sundays and State Holidays. Off hours for T-hangar and overhead door work are from 3:30 PM through 7:00 AM daily.

The Contractor shall coordinate the work with all parties involved prior to doing any repair work.

All time tickets shall be certified and signed by an authorized representative of the State in order to verify the completion of the work.

- C. Repair work during regular working hours for damages which the SPM determines to have been caused by acts of God or natural disaster shall be paid for at the hourly bid rate in the Contractor's proposal for repairs caused by act of God, natural disasters, upgrades or elective work, multiplied by the time spent at the job site to complete the repair work. Time spent at the job site to complete the work during regular working hours shall be taken to the closest one-half (1/2) of an hour and any fraction of one-half (1/2) of an hour shall be considered a full one-half (1/2) of an hour.

Except as noted in Section 10.9 Parts, of these specifications, the Contractor's hourly bid price shall include all labor, materials, equipment, overhead, insurance, taxes, travel time, air fare, per diem, car rental, lodging and all other incidentals necessary to complete the repair work.

All time tickets shall be certified and signed by an authorized representative of the State in order for the Contractor to receive payment therefore.

- D. Repair work during off-hours for which the SPM has determined to have been caused by acts of God or natural disaster shall be paid at the Contractor's hourly bid rate in the Contractor's proposal for repairs caused by acts of God, natural disasters, upgrade or elective repairs, plus 50 percent of the Contractor's hourly bid rate, multiplied by the time spent at the job site to complete the repair work. Time spent at the job site to complete the repair work during off-hours shall be taken to the closest one-half (1/2) of an hour and any fraction of one-half (1/2) of an hour shall be considered a full one-half (1/2) of an hour.

Except as noted in Section 10.9 Parts, of these specifications, the Contractor's hourly bid price shall include all labor, materials, equipment, overhead, insurance, taxes, travel time, air fare, per diem, car rental, lodging and all other incidentals necessary to complete the repair work.

All time tickets shall be certified and signed by an authorized representative of the State in order for the Contractor to receive payment therefore.

- E. Elective work, as determined by the SPM, shall be paid for based on the hourly bid rate in the Contractor's proposal for repairs for acts of God, natural disasters, upgrades or elective work, multiplied by the time spent at the job site to complete the repair work.

Except as noted in Section 10.9 Parts, of these specifications, the Contractor's

hourly bid price shall include all labor, materials, equipment, overhead, insurance, taxes, travel time, air fare, per diem, car rental, lodging and all other incidentals necessary to complete the repair work.

All time tickets shall be certified and signed by an authorized representative of the State in order for the Contractor to receive payment therefore.

- F. For elective work performed during off-hours, the Contractor shall be paid for at the Contractor's hourly bid rate in the Contractor's proposal for repairs caused by acts of God, natural disasters, upgrade or elective repairs, plus 50 percent of the Contractor's hourly bid rate, multiplied by the time spent at the job site to complete the work. Time spent at the job site to complete the work during off-hours shall be taken to the closest one-half (1/2) of an hour and any fraction one-half (1/2) of an hour shall be considered a full one-half (1/2) of an hour. In any event, the Contractor shall receive a minimum of one (1) hour of pay even if the repair work is completed in less than one (1) hour. The Contractor shall secure the Airports District Manager or a designated representative's authorization for any repair work in excess of one (1) hour during off-hours.

Except as noted in Section 10.9 Parts, of these specifications, the Contractor's hourly bid price shall include all labor, materials, equipment, overhead, insurance, taxes, travel time, air fare, per diem, car rental, lodging and all other incidentals necessary to complete the repair work.

All time tickets shall be certified and signed by an authorized representative of the State in order for the Contractor to receive payment therefore.

- G. Any repair work for acts of God, natural disasters, upgrade or elective repairs initiated during off-hours and finished during regular working hours shall be paid accordingly. That is, off-hours hourly rate shall only apply to repair work performed during off-hours, and regular working hours hourly rate shall apply for repair work performed during regular working hours.
- H. If additional manpower is required for any category of repair; the contractor must respond with additional manpower within twenty four (24) hours of the initial troubleshoot. If additional personnel need to be flown to the airport from off island, those technicians must be on site no later than 7:00 AM the following morning. All travel, lodging and other associated expenses shall be considered incidental to the Contractor's bid prices and no additional payment will be made for such costs.
- I. General - The number of personnel used to perform repair work on trouble calls by the Contractor shall be fully justified and approved by the Director or an authorized representative of the Director.
- J. The Contractor shall present its trouble call tickets to an authorized State representative for certification at the end of each day or each job, whichever is earlier. The extra work call ticket shall include all chargeable time, material, and equipment used.
- K. When the repair work becomes extensive (estimated to be in excess of \$1000 by the State), the State reserves the right to solicit competitive bids and have the repair work done by the lowest bidder.
- L. The contractor shall furnish and use its own radio system to communicate between all personnel while on site. The radio system must allow clear two-way communication

between all personnel throughout the airport. The radio system must be in place and operational starting on the start date of the contract noted in the Notice to Proceed letter. The lack of an operational radio system may result in liquidated damages.

#### 10.8 LIQUIDATED DAMAGES

- A. Failure to complete the maintenance services outlined in these specifications may result in liquidated damages of five (5) percent of the total monthly billing being deducted from the State's payment to the Contractor. These penalties shall be imposed for each occurrence discovered by the State.
- B. The Contractor shall indemnify and hold the State harmless for any damages or claims that result from any failure of the T-hangar, roll-up, or overhead doors.
- C. The Contractor shall be responsible for all costs involved in providing additional security services as a result of failures of the T-hangar, roll up, or overhead doors. Costs include but are not limited to security guards, barricades and law enforcement.
- D. When any part of the T-hangar, roll up, or overhead doors is out of service for any period of time due to a code violation, Contractor's neglect or failure to comply with the provisions of the specifications, the State may withhold immediately as liquidated damages, in addition to any other penalties outlined in these specifications, for each one-hour period, from the time the equipment is taken out of service to the time it is placed back into service by the Contractor, thereof, the sum of Five Hundred Dollars (\$500) an hour. Further, this sum is set out as liquidated damages because of the impossibility of determining the amount of actual damages the State would suffer as a result of the Contractor's failure to comply with this provision.
- E. The lack of an operational radio system per Section 10.7(L)

10.9 PARTS - The Contractor shall replace all necessary parts for the T-hangar, roll-up doors, or overhead doors, which are worn through normal wear and tear at no cost to the State. Labor costs for removing old parts and replacing with new parts during the course of inspection and maintenance services shall be considered incidental to the Contractor's bid prices and no additional payment will be made by the State. If the SPM determines that the replacement of parts is necessary due to damage by acts of God or natural disaster or the replacement of parts is not covered under any specific provision of this contract, the Contractor shall be reimbursed for the cost of the new parts, excluding taxes, including shipping, plus 20 percent (20%) for overhead, profit, taxes and other incidental expenses. The Contractor shall substantiate his charges by submitting original billing as requested by the State.

The Contractor shall purchase and maintain an inventory of spare parts to keep the T-hangar, overhead doors, operating capacity. The Contractor shall ensure that all necessary parts are available to service and maintain the doors at all times. The Contractor shall submit a list of parts they intend to keep in stock to the SPM within 21 days of the award date of the contract. The contractor shall confirm that all parts on the list are in stock in Hawaii within 7 days after the start date of the contract as noted on the Notice to Proceed Letter. This list shall be updated periodically by the Contractor to include new or additional parts and/or to delete obsolete parts. This inventory of spare parts shall be



subject to periodic inspection by the State.

It is the Contractor's responsibility to determine if additional parts/materials will be required to meet the requirements of these specifications. The Contractor shall provide the additional parts/materials at no additional cost to the State. All parts in inventory become property of the State upon expiration of the contract.

The Contractor is to provide all spare parts associated with the maintenance activities including normal wear and tear parts but excluding part failures resulting from natural disasters and acts of God.

The Contractor is to utilize the Computer Maintenance Management System (CMMS) to maintain and control all inventory parts and copies of usage reports are to be provided to the State on a monthly basis.

The inventory parts shall be new, or refurbished by authorized manufacturer's representative, to be of the same brand and model as that being replaced. If a different brand or model part is proposed as a replacement, the Contractor must inform the State in writing certifying that substitute parts exceeds or, is of equal quality, or is no longer available and obtain the State's approval for its substitution prior to its order or purchase. The Contractor shall monitor inventory, availability, and condition of all parts, to assure compliance with the specification and full (100%) operating capacity for all pertinent doors. The State is the sole judge in determining what acceptable replacement parts are.

The Contractor shall maintain this inventory of spare parts so no repair or breakdown will require more than five (5) working days to be corrected. If any of the T-hangar, roll-up doors, or overhead doors are shut down for repairs for more than 24 hours due to a lack of parts, the Contractor may be charged for each day thereof, the sum of Five Hundred Dollars (\$250) per day in addition to any other penalties described in these specifications from the twenty fourth (24<sup>th</sup> hour until the unit is placed in service. Further, this sum is set out as liquidated damages because of the impossibility of determining the amount of actual damages the State would suffer as a result of the Contractor's failure to comply with this provision.

Any repairs requiring parts that need to be special ordered must be completed within three (3) weeks of the initial shutdown unless an exception has been issued by the State Project Manager. Any exception to the specified repair times must be settled with the SPM before the initial 24-hour shut down period ends. If repairs take longer than three weeks or the specific time of the exception issued by the SPM, the Contractor may be charged for each one-hour period thereof, the sum of Five Hundred Dollars (\$250) per day, in addition to any other penalties outlined in these specifications, from the twenty fourth (24<sup>th</sup> hour until the unit is placed in service. The same amount of liquidated damages shall apply for each hour beyond the 24-hour initial shutdown that the contractor fails to complete any negotiations with the SPM on all exceptions to the specified repair times. Further, this sum is set out as liquidated damages because of the impossibility of determining the amount of actual damages the State would suffer as a result of the Contractor's failure to comply with this provision.

**10.10 ADVISORY SERVICES AND SUBCONTRACTORS** - All advisory services by foreperson or any other Contractor's personnel to the mechanics in performing their work shall be considered as incidental costs to the Contractor and included in the Contractor's hourly bid rate for regular working hours trouble calls. No separate payment shall be made therefore.

All specifications and hourly bid rates for repair work under this contract shall be applicable

to electrical, sheet metal, machinist, controls, chemical, insulation and other subcontractor(s) should their services be required.

10.11 TERMINATION OF CONTRACT - The T-hangar, roll-up doors, and overhead doors, covered by this contract needs to be maintained in a good and safe operating condition to ensure that each door functions properly at all times. For this reason, all doors described in these specifications are subject to periodic inspections by the Airport Maintenance Superintendent and/or other designated representative of the State to ascertain that the Contractor is adequately performing in accordance with the requirements and the intent of this contract. Should it be found that any doors within the scope of work is not being maintained to the satisfaction of the State, the State may immediately demand that the Contractor to make any necessary corrections. Failure to comply with these demands and any other terms and conditions outlined in these specifications within seven (7) calendar days shall be cause for the State to terminate the contract for cause without any liability on the part of the State.

10.12 TERM OF CONTRACT - The term of this contract shall be for a five (5) year period beginning from the date indicated in the Notice to Proceed from the State.

The Contractor is advised that the initial contract will only be funded for year one. Years two thru five will be amended as additional funding becomes available, and only after a contract amendment has been executed. The Contract amount for years two through five shall be the same amount as year one, with no price escalations.

The Contractor is advised that the State is only available to fund the contract for one year at a time. Inasmuch as this contract calls for payment by the State in more than one fiscal year, it is understood that the State Comptroller is not permitted under Section 10D-309, Hawaii Revised Statutes, to certify to that portion of the total funds that is currently available as may be allocated to satisfy State's obligations for periodic payments in future fiscal periods. It is strictly understood that this contract is enforceable only to the extent that funds have been certified as available and is contingent upon future legislative appropriations or special fund revenues. It is therefore the intent of this contract that the State will be amending this contract for additional funds for each one-year period.

The State will have the right to terminate the Contract at any time and will be under no obligations nor does it guaranty that the Contract will be fully funded for the entire five years. The Contractor will not make any claims against the State for anticipated profits or damages, either tort or for breach of contract.

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

Unless otherwise specifically provided for in the specifications, all equipment, materials, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the usage intended and all workmanship shall be first class. Where equipment, materials, or articles are referred to in the specifications, as "equal to" any particular standard, the Director shall decide the questions of equality.

At any time during the performance of this contract, but no later than six months after acceptance of the services and/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.

Corrections would need to be completed within 72 hours of notification. Failure to complete the work within the 72-hour timeframe may result in the Contractor being charged for each one-hour period thereof, the sum of Five Hundred Dollars (\$500) an hour from the seventy-second (72<sup>nd</sup>) hour until the work is completed. Further, this sum is set out as liquidated damages because of the impossibility of determining the amount of actual damages the State would suffer as a result of the Contractor's failure to comply with this provision. Repeated failure to make all the required corrections shall constitute a breach of contract and may result in contract termination for cause.

Continued lack of satisfactory performance and/or non-compliance with these specifications will result in termination of the Contract and will result in the solicitation of bids for a new contract.

10.14 CHECK LISTS - The Contractor shall maintain a record of the maintenance work performed as prescribed under Section 10.5 Work Schedule, Paragraph D, with respect to a Maintenance Records System.

- A. Before the 10th of each month, the Contractor shall submit the check list and a monthly written report to the Airport Maintenance Superintendent and the SPM listing all the doors and the dates of examinations, services and repairs if any, performed to each during the previous month. This check list and report must be signed by the Airport Maintenance Superintendent and shall be submitted with the monthly invoices.
- B. This checklist shall document all maintenance activities that have been completed daily. The contractor shall submit this checklist to the SPM on a weekly basis for inspection purposes. A checklist showing the completed maintenance activities for each month shall be submitted to SPM with the monthly invoices to serve as permanent maintenance records.
- C. The Contractor shall keep a status PM/trouble call (TC) log. The log shall track the PM and TC for T-hangar, roll-up, or overhead doors. The log shall include the type of work (PM/trouble call), description/explanation of the service or problem, description of the work performed, description of the parts used, date started, date completed and duration of outage, if a TC, the time the TC was received, the time of arrival and the time of completion. This log shall be submitted weekly to the SPM.
- D. The Contractor shall keep a log of all corrosion control activities for the T-hangar, roll-up, or overhead doors. This log shall show the type and description of work, the date started and the date completed. This log shall be submitted weekly to the SPM.

10.15 SAFETY PRECAUTION - The Contractor is not to perform maintenance and repair work until all switches are de-energized, locked, and tagged. Notify the Maintenance Superintendent when working on high voltage equipment. The Contractor shall comply with all applicable safety regulations promulgated by OSHA and other governmental agencies.

10.16 UNIFORMS - When performing tasks under this contract or representing the Contractor, each Contractor's employee shall be in the company's uniform which identified the employee and the

company.

10.17 PROVISIONS FOR FIELD OFFICE/STORAGE SPACE - In order to meet the constraints of the contract the State may provide a work space at the respective airports pending availability of space on airport property. If space is available, the State will issue a revocable permit to the Contractor for the use of the space to be used specifically for a field office and/or storage of materials and equipment. Since space is very limited, the State does not guarantee that the space provided to the Contractor will be in close proximity to the project sites. The State will make every effort to provide the Contractor with space on airport property, however, should the State determine that no space is available for such use(s); the responsibility shall then be on the Contractor to find space outside of the airport property at no additional cost to the State.

10.18 MONTHLY INVOICES - One original invoice and two copies shall be submitted to the State Engineer by the 15<sup>th</sup> of the month and shall include the signed and completed maintenance checklist. Payment will be made to the Contractor at the contract unit price per service rendered as indicated in the Proposal Schedule. These prices shall be full compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work.

The State shall withhold payment on any invoice missing any reports, certifications, checklists and/or proper documentation. All documentation shall be in the proper format in order for processing to proceed.

The State also reserves the right to withhold payment on any invoice if it has been determined that the contractor's performance is not in compliance with these specifications, up to standard, and/or if work has not been completed to the satisfaction of the State.

**SECTION 11 - MAINTENANCE OF T-HANGAR  
DOORS**

11.1 **GENERAL** - All work is subject to the requirements of Sections 1 to 10, and this Section 11 inclusive.

11.2 **SCOPE OF WORK** - The Contractor's bid prices shall be inclusive of all labor, equipment, lubricants, oils, materials, scaffolding, taxes, insurance, overhead and all other incidentals necessary for the complete maintenance of the T-hangar doors and any integral personnel doors. The maintenance services to be performed by the Contractor are as follows:

A. **T-hangar Doors**

1. **Quarterly Maintenance Services**

- a. Check complete assembly for worn, damaged and/or missing parts such as dress plates, screws, bolts, trim members, switches, cables, connections, etc. Inspect all framing and panels for wear and tear and/or damage. Repair and/or replace as required.
- b. Check header levelness to prevent irregular door operation. Correct as required.
- c. Check clearances at threshold. Correct door drag. Check weather strips contact with threshold. Slight contact required.
- d. Check alignment of doors and correct as required.
- e. Check door wheel assemblies and track for excessive wear. Operate doors fully opened and closed several times to check for proper operation. Observe doors for noise or jerkiness. Replace worn parts as required.
- f. Clean and lubricate all guides, hinges and rollers.
- g. Repair and treat corrosion damage. Apply corrosion inhibitors and protective paints accordingly.

11.3 **EQUIPMENT REPAIR** - Reference Section 10.7 Trouble Calls, Repairs, Elective and Upgrade Work.

11.4 **SPARE PARTS** - Reference Section 10.9 Parts.

11.5 **PAYMENT** - Payment to the Contractor will be made on the basis of actual number of services performed at the unit bid prices.

## SECTION 12 – MAINTENANCE OF ROLL-UP DOORS

12.1 GENERAL - All work is subject to the requirements of Sections 1 to 10, and this Section 12, inclusive.

12.2 SCOPE OF WORK - The Contractor's bid prices shall be inclusive of all labor, tools, equipment, lubricants, oils, materials, scaffolding, taxes, insurance, overhead and all other incidentals necessary for the complete maintenance of the Roll-up doors. The maintenance services to be performed by the Contractor are as follows:

### A. Roll-up Doors

#### 1. Quarterly Maintenance Services

- a. Check complete assembly for worn, damaged and/or missing parts such as dress plates, screws, bolts, trim members, switches, cables, connections, etc. Inspect all framing and panels for wear and tear and/or damage. Repair and/or replace as required.
- b. Check header levelness to prevent irregular door operation. Correct as required.
- c. Check clearances at threshold. Correct door drag. Check weather strips contact with threshold. Slight contact required.
- d. Check alignment of doors and correct as required.
- e. Check door wheel assemblies and track for excessive wear. Operate doors fully opened and closed several times to check for proper operation. Observe doors for noise or jerkiness. Replace worn parts as required.
- f. Clean and lubricate all guides, hinges and rollers.

12.3 EQUIPMENT REPAIR - Reference Section 10.7 Trouble Calls, Repairs, Elective and Upgrade Work.

12.4 SPARE PARTS - Reference Section 10.9 Parts.

12.5 PAYMENT - Payment to the Contractor will be made on the basis of actual number of services performed at the unit bid prices.

## SECTION 13 - MAINTENANCE OF OVERHEAD DOORS

13.1 GENERAL - All work is subject to the requirements of Sections 1 to 10, and this Section 13, inclusive.

13.2 SCOPE OF WORK - The Contractor's bid prices shall be inclusive of all labor, equipment, lubricants, oils, materials, scaffolding, taxes, insurance, overhead and all other incidentals necessary for the complete maintenance of overhead doors.

The maintenance services to be performed by the Contractor are as follows:

A. Quarterly Maintenance Services for Overhead Doors

1. Operate doors and grilles fully open and closed several times to check for proper operation. Correct as required. Check manual operation on all operators where provided.
2. Clean and lubricate all door guides.
3. Lubricate chain and sprocket drives and motor bearings.
4. Check and adjust all limit switches for proper operation.
5. Check for binding, squeaks or other abnormal operation and correct.

13.3 EQUIPMENT REPAIR - Reference Section 10.7 Trouble Calls, Repairs, Elective, and Upgrade Work.

13.4 SPARE PARTS - Reference Section 10.9 Parts.

13.5 PAYMENT - Payment to the Contractor will be made on the basis of actual number of services performed at the unit bid prices.

PROPOSAL TO THE STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
AIRPORTS DIVISION

PROJECT: T-HANGAR, ROLL-UP, & OVERHEAD DOOR MAINTENANCE  
STATEWIDE

PROJECT NO: BS1322-43

CONTRACT TIME: Contract is for a term of five (5) years commencing from the date  
indicated in the Notice to Proceed from the State.

LIQUIDATED DAMAGES: Maintenance and Personnel: Failure to complete the maintenance  
services and/or personnel requirements outlined in these specifications  
may result in liquidated damages of five (5) percent of the total  
monthly billing being deducted from the State's payment to the  
Contractor. These penalties shall be imposed for each occurrence  
discovered by the State. See Section 10.3 Contractor and Personnel  
Qualifications and Section 10.8 Liquidated Damages for additional  
liquidated damages.

Trouble Calls: See Section 10.7 Trouble Calls, Repairs, Elective and  
Upgrade work. For each hour after the specified response times that  
the Contractor fails to respond after receipt of a trouble call,  
liquidated damages of five (5) percent of current total monthly  
billing may be deducted from the State's payment to the Contractor.  
Failure to turn in the required paperwork may result in the Contractor  
being charged \$250 per day until the paperwork is turned in.

Repairs: Liquidated damages may apply for delays in repairs. See  
Section 10.9 Parts, and Section 10.13 Inspection and Correction of  
Defects for the detailed description. Failure to comply with these  
specifications may result in the Contractor being charged \$500.00 per  
day for each day the equipment is shut down beyond the specified  
and/or set completion date.

NOTE: BID, PERFORMANCE, AND PAYMENT BONDS ARE NOT  
REQUIRED FOR THIS PROJECT.



Director of Transportation  
Aliiainmoku Hale  
869 Punchbowl Street  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e. an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.

The undersigned bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.

2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.
3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.
4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

Receipt is hereby acknowledged and complete examination is hereby expressly guaranteed of the following listed items: the specifications, the notice to bidders, the special provisions, if any, the proposal, the plans, if any, and the contract form.

The undersigned acknowledges receipt of any addendum, issued by recording in the space below the date of receipt.

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct, final and are net prices.

\_\_\_\_\_  
Bidder (Company Name)

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business Telephone      Email

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Person (If different from above)

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

NOTE:

If bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts on behalf of the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign on behalf of the corporation.

If bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above with the signature(s) of the general partner(s) authorized to sign contracts on behalf of the partnership. Please attach to this page current (not more than six months old) evidence of the authority of the partner(s) to sign on behalf of the partnership.

If bidder is an INDIVIDUAL, the bidder's signature shall be placed in the space provided therefore on page PF-4.

If signature is by an agent, other than an officer of a corporation or a partner of a partnership, a POWER OF ATTORNEY must be on file with the Department prior to the opening of bids or submitted with the bid; otherwise, the bid may be rejected as irregular and unauthorized.

**T-HANGAR, ROLL-UP, & OVERHEAD DOOR MAINTENANCE  
STATEWIDE**

**PROJECT NO. BS1322-43**

**PROPOSAL SCHEDULE**

Item No.	Description	Estimated Service Quantity (A)	Unit	Unit Price (B)	Amount (A x B)
<b>1. DANIEL K. INOUE INTERNATIONAL AIRPORT (HNL)</b>					
1A	Quarterly Service - T-Hangar Bi-Fold Doors (81 Doors)	324	EA	\$ _____	\$ _____
1B	Quarterly Service - ARFF Station 1, Apparatus Bay Overhead Doors (6 doors)	24	EA	\$ _____	\$ _____
1C	Quarterly Service - ARFF Station 1, Utility Room Roll-up Doors (2 doors)	8	EA	\$ _____	\$ _____
1D	Quarterly Service - ARFF Station 2, Apparatus Bay Overhead Doors (7 doors)	28	EA	\$ _____	\$ _____
1E	Quarterly Service - ARFF Station 2, Utility Room Roll-up Doors (3 doors)	12	EA	\$ _____	\$ _____
<b>1. TOTAL FOR DANIEL K. INOUE INTERNATIONAL AIRPORT</b>					<b>\$ _____</b>
<b>2. KALAELOA AIRPORT (JRF)</b>					
2A	Quarterly Service - T-Hangar Sliding Doors at Bldg. 409 & 410 (10 Doors)	40	EA	\$ _____	\$ _____
2B	Quarterly Service - T-Hangar Bi-Fold Doors at Bldg. 411, 412, & 414 (18 Doors)	72	EA	\$ _____	\$ _____
2C	Quarterly Service - Maintenance Shop Roll-up Doors (2 Doors)	8	EA	\$ _____	\$ _____
<b>2. TOTAL FOR KALAELOA AIRPORT</b>					<b>\$ _____</b>

Item No.	Description	Estimated Service Quantity (A)	Unit	Unit Price (B)	Amount (A x B)
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**3. HILO INTERNATIONAL AIRPORT (ITO)**

3A	Quarterly Service - T-Hangar Bi-Fold Doors (4 Doors)	16	EA	\$ _____	\$ _____
3B	Quarterly Service - T-Hangar Sliding Doors (8 Doors)	32	EA	\$ _____	\$ _____
3C	Quarterly Service - New ARFF Station Apparatus Bay Overhead Doors (8 Doors)	32	EA	\$ _____	\$ _____
3D	Quarterly Service - Old ARFF Station Apparatus Bay Overhead Doors (5 Doors)	20	EA	\$ _____	\$ _____
3E	Quarterly Service - Terminal Hold Room Roll-up Doors (4 Doors)	16	EA	\$ _____	\$ _____
3F	Quarterly Service - Maintenance Baseyard Roll-up Doors (4 Doors)	16	EA	\$ _____	\$ _____

<b>3. TOTAL FOR HILO INTERNATIONAL AIRPORT</b>	<b>\$ _____</b>
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**4. ELLISON ONIZUKA KONA INTERNATIONAL AIRPORT AT KEAHOLE (KOA)**

4A	Quarterly Service - T-Hangar Bi-Fold Doors (24 Doors)	96	EA	\$ _____	\$ _____
4B	Quarterly Service - New ARFF Station Apparatus Bay Overhead Doors (10 Doors)	40	EA	\$ _____	\$ _____
4C	Quarterly Service - New ARFF Station Generator Room Roll-up Door (1 Door)	4	EA	\$ _____	\$ _____
4D	Quarterly Service - New ARFF Station Fueling Island Roll-up Doors (2 Doors)	8	EA	\$ _____	\$ _____
4E	Quarterly Service - Cargo Building Roll-up Doors (16 Doors)	64	EA	\$ _____	\$ _____
4F	Quarterly Service - TSA Checkpoint Overhead Doors (3 Doors)	12	EA	\$ _____	\$ _____
4G	Quarterly Service - Maintenance Baseyard Roll-up Doors (7 doors)	28	EA	\$ _____	\$ _____

<b>4. TOTAL FOR ELLISON ONIZUKA KONA INTERNATIONAL AIRPORT AT KEAHOLE</b>	<b>\$ _____</b>
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Item No.	Description	Estimated Service Quantity (A)	Unit	Unit Price (B)	Amount (A x B)
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**5. WAIMEA KOHALA AIRPORT (MUE)**

5A	Quarterly Service - Baggage Claim Overhead Doors (2 Doors)	8	EA	\$ _____	\$ _____
5B	Quarterly Service - ARFF Station Apparatus Bay Overhead Doors (2 Doors)	8	EA	\$ _____	\$ _____

<b>5. TOTAL FOR WAIMEA KOHALA AIRPORT</b>				<b>\$</b>	
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**6. UPOLU AIRPORT (UPP)**

6A	Quarterly Service - Terminal Overhead Door (1 Door)	4	EA	\$ _____	\$ _____
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<b>6. TOTAL FOR UPOLU AIRPORT</b>				<b>\$</b>	
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**7. KAHULUI AIRPORT (OGG)**

7A	Quarterly Service - T-Hangar Bi-Fold Doors (30 Doors)	120	EA	\$ _____	\$ _____
7B	Quarterly Service - ARFF Station Apparatus Bay Overhead Doors (6 Doors)	24	EA	\$ _____	\$ _____
7C	Quarterly Service - ARFF Station Utility Room Roll-up Doors (3 Doors)	12	EA	\$ _____	\$ _____
7D	Quarterly Service - Old ARFF Station Apparatus Bay Overhead Doors (6 Doors)	24	EA	\$ _____	\$ _____
7E	Quarterly Service - Maintenance Baseyard Building Roll-up Doors (4 Doors)	16	EA	\$ _____	\$ _____
7F	Quarterly Service - Maintenance Baseyard Equipment Shed Roll-up Doors (6 Doors)	24	EA	\$ _____	\$ _____
7G	Quarterly Service - Mechanic's Shop Roll-up Doors (2 Doors)	8	EA	\$ _____	\$ _____
7H	Quarterly Service - ARFF Training Center Roll-up Door (1 Door)	4	EA	\$ _____	\$ _____
7I	Quarterly Service - TSA Checkpoint Roll-up Doors (10 Doors)	40	EA	\$ _____	\$ _____

<b>7. TOTAL FOR KAHULUI AIRPORT</b>				<b>\$</b>	
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Item No.	Description	Estimated Service Quantity (A)	Unit	Unit Price (B)	Amount (A x B)
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**8. KAPALUA AIRPORT (JHM)**

8A	Quarterly Service - Terminal Ticket Counter Roll Up Doors (6 Doors)	24	EA	\$ _____	\$ _____
8B	Quarterly Service - Baggage Claim Overhead Doors (2 Doors)	8	EA	\$ _____	\$ _____
8C	Quarterly Service - ARFF Apparatus Bay Overhead Doors at the ARFF Station (3 Doors)	12	EA	\$ _____	\$ _____

<b>8. TOTAL FOR KAPALUA AIRPORT</b>	<b>\$ _____</b>
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**9. MOLOKAI AIRPORT (MKK)**

9A	Quarterly Service - Terminal Counter Roll-up Doors (4 Doors)	16	EA	\$ _____	\$ _____
9B	Quarterly Service - Maintenance Baseyard Roll-up Doors (5 Doors)	20	EA	\$ _____	\$ _____
9C	Quarterly Service - New ARFF Station Apparatus Bay Overhead Doors (4 Doors)	16	EA	\$ _____	\$ _____
9D	Quarterly Service - New ARFF Station Storage Bay Roll-up Door (1 Door)	4	EA	\$ _____	\$ _____

<b>9. TOTAL FOR MOLOKAI AIRPORT</b>	<b>\$ _____</b>
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**10. LANAI AIRPORT (LNY)**

10A	Quarterly Service - Terminal Roll Up Doors (6 Doors)	24	EA	\$ _____	\$ _____
10B	Quarterly Service - ARFF Station Apparatus Bay Overhead Doors (4 Doors)	16	EA	\$ _____	\$ _____

<b>10. TOTAL FOR LANAI AIRPORT</b>	<b>\$ _____</b>
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Item No.	Description	Estimated Service Quantity (A)	Unit	Unit Price (B)	Amount (A x B)
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**11. LIHUE AIRPORT (LIH)**

11A	Quarterly Service - T-Hangar Doors (14 Doors)	56	EA	\$ _____	\$ _____
11B	Quarterly Service - ARFF Station Apparatus Bay Overhead Doors (8 Doors)	32	EA	\$ _____	\$ _____
11C	Quarterly Service - ARFF Station Utility Room Roll-up Doors (2 doors)	8	EA	\$ _____	\$ _____
11D	Quarterly Service - Commuter Terminal Roll-up Doors (4 doors)	16	EA	\$ _____	\$ _____
11E	Quarterly Service - Vehicle Security Roll-up Doors at Main Terminal Bus Area (2 doors)	8	EA	\$ _____	\$ _____
11F	Quarterly Service - TSA Checkpoint Overhead Doors (2 doors)	8	EA	\$ _____	\$ _____
11G	Quarterly Service - Security Area Exit Lane Overhead door (1 door)	4	EA	\$ _____	\$ _____
11H	Quarterly Service - Maintenance Baseyard Building Roll-up Doors (8 doors)	32	EA	\$ _____	\$ _____
11I	Quarterly Service - Emergency Generator Building Roll-up Doors (2 doors)	8	EA	\$ _____	\$ _____

<b>11. TOTAL FOR LIHUE AIRPORT</b>	<b>\$</b>
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**12. ELECTIVE WORK AND WORK FOR ACTS OF GOD OR NATURAL DISASTERS**

12A	Labor for elective work as directed by the State	3,000	hours	\$ _____ /hr	\$ _____
12B	Parts & Materials allowance for elective work as directed by the State	Allow	Allow	Allow	\$ 325,000.00

<b>12. TOTAL FOR ELECTIVE WORK AND WORK FOR ACTS OF GOD OR NATURAL DISASTERS</b>	<b>\$</b>
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**SUMMARY OF ALL BID ITEMS 1 - 12**

1. TOTAL FOR DANIEL K. INOUYE INTERNATIONAL AIRPORT	\$ _____
2. TOTAL FOR KALAELOA AIRPORT	\$ _____
3. TOTAL FOR HILO INTERNATIONAL AIRPORT	\$ _____
4. TOTAL FOR ELLISON ONIZUKA KONA INTERNATIONAL AIRPORT AT KEAHOLE	\$ _____
5. TOTAL FOR WAIMEA KOHALA AIRPORT	\$ _____
6. TOTAL FOR UPOLU AIRPORT	\$ _____
7. TOTAL FOR KAHULUI AIRPORT	\$ _____
8. TOTAL FOR KAPALUA AIRPORT	\$ _____
9. TOTAL FOR MOLOKAI AIRPORT	\$ _____
10. TOTAL FOR LANAI AIRPORT	\$ _____
11. TOTAL FOR LIHUE AIRPORT	\$ _____
12. TOTAL FOR ELECTIVE WORK AND WORK FOR ACTS OF GOD OR NATURAL DISASTERS	\$ _____

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**TOTAL AMOUNT FOR COMPARISON OF BIDS (ITEMS 1 - 12) \$ \_\_\_\_\_**

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**NOTES:**

- 1) Bids shall include all Federal, State, County and other applicable taxes and fees.
- 2) The TOTAL AMOUNT FOR THE COMPARISON OF BIDS will be used to determine the lowest responsible bidder.  
  
If the lowest TOTAL AMOUNT FOR COMPARISON OF BIDS exceeds the funds available, the State reserves the right to negotiate with the lowest responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes, to further reduce the scope of work and award a contract thereafter.
- 3) Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.
- 4) If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.
- 5) The State reserves the right to reject any or all Proposals and to waive any defects in the best interest of the State.
- 6) Submission of a Proposal is a warranty that the bidder has made an examination of the project site and is fully aware of all conditions to be encountered in performing the work and the requirements of the plans and specifications.
- 7) Bidder shall be paid for actual work performed as directed by the SPM for allowance items. Bidder will not be paid overhead and profit for unused allowance funds.
- 8) Payment to the contractor will be made on the basis of actual number of services performed and unit bid prices.
- 9) Quantities shall not be construed as being complete and accurate.

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII

F O R M S

Contents:

Contract

Certificate for Performance of Services

CONTRACT

THIS AGREEMENT, made this day \_\_\_\_\_, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE", and «CONTRACTOR», «STATE\_OF\_INCORPORATON» whose business/post office address is «ADDRESS», hereinafter referred to as "CONTRACTOR";

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to furnish, perform and/or deliver and pay for all labor, supplies, materials, equipment and services called for in "T-HANGAR, OVERHEAD DOOR, & ARFF FACILITY MAINTENANCE, STATEWIDE, PROJECT NO. BS1322-43", or such a part thereof as shall be required by the STATE, the total amount of which labor, supplies, materials, equipment and services shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of «BASIC»-----DOLLARS (\$«BASIC\_NUMERIC») as follows:

Total Amount for Comparison of Bids.....\$«BASIC\_NUMERIC»

which sum shall be provided from State funds, all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans, if any, for PROJECT NO. BS1322-43, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to furnish, perform and/or deliver all labor, supplies, materials, equipment and services as provided herein five years from the date indicated in the Notice to Proceed from the State

For and in consideration of the covenants, undertakings and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of «BASIC»-----DOLLARS (\$«BASIC\_NUMERIC») in lawful money, such payment to be made, subject to such additions hereto or deductions therefrom heretofore or hereafter made, in the manner and at the time prescribed in the specifications and this contract.

An additional sum of «EXTRAS»-----DOLLARS (\$«EXTRA\_NUMERIC») is hereby provided for extra work and shall be provided from State funds.

All words used herein in the singular shall extend to and include the plural. All words used in the plural shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly

executed the day and year first above written.

STATE OF HAWAII

\_\_\_\_\_  
Director of Transportation

«CONTRACTOR»

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

CERTIFICATE FOR PERFORMANCE OF SERVICES

The undersigned bidder does hereby certify that in performing the services required for T-HANGAR, ROLL-UP, & OVERHEAD DOOR MAINTENANCE, STATEWIDE, PROJECT NO. BS1322-43, it will fulfill the following conditions:

1. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. 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, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the Director of Transportation. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the Director of Transportation has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by Section 103-55, HRS.

DATED at Honolulu, Hawaii, this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
«CONTRACTOR»  
Name of Corporation, Partnership, or Individual

\_\_\_\_\_  
Signature and Title of Signer

Notary Seal  
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this  
\_\_\_\_ day of \_\_\_\_\_  
Notary signature \_\_\_\_\_  
Notary public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Notary Seal  
NOTARY CERTIFICATION

Doc. Date: \_\_\_\_\_ #Pages: \_\_\_\_  
Notary Name: \_\_\_\_\_ Circuit  
Doc. Description: \_\_\_\_\_  
\_\_\_\_\_  
Notary signature \_\_\_\_\_  
Date \_\_\_\_\_