

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
AIRPORTS

ADDENDUM NO. 1

FOR

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

STATEWIDE

STATE PROJECT NO. BS1322-43R

AUGUST 15, 2023

This Addendum shall make the following amendments to the Bid Documents.

A. SPECIFICATIONS

1. SECTION 10 – GENERAL REQUIREMENTS

- a. Delete SECTION 10 in its entirety and replace with the attached revised SECTION 10, dated r8/15/2023.

The following is provided for information.

B. PREBID MEETING MINUTES

The attached PRE-BID MEETING MINUTES and ATTENDANCE SHEET, dated August 3, 2023, is provided for information.

C. RESPONSES TO REQUESTS FOR INFORMATION (RFIS / QUESTIONS)

The attached RESPONSES TO REQUEST FOR INFORMATION (RFIS/QUESTIONS), dated August 3, 2023, is provided for information.

Please acknowledge receipt of this Addendum No. 1 by recording the date of its receipt in the space provided on Page P-4 of the Proposal.

*Ford Fuchigami*

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FORD N. FUCHIGAMI  
Deputy Director of Transportation for Airports

## 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, motorized rolling gates, automatic sliding doors 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" or "C-48a" 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 State. 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 include 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.
- M. The Contractor shall submit a proposal for the SPM's approval to perform any work determined by the SPM to be "Acts of God, Natural Disaster, Upgrade or Elective Work" prior to performing that work. Such proposal shall detail the numbers of personnel, hours





required, any required repair parts and materials, rental equipment, and any other items required for the work. Approval to perform the work will be documented via Field Order issued by the SPM.

#### 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 (\$500.00) 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, including 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 (\$500.00) 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 (\$500.00) 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. 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 10.6 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 workspace 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.

**STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
AIRPORTS DIVISION**

**PRE-BID MEETING MINUTES**

**DATE:** August 3, 2023

**TIME:** 2:00 PM

**LOCATION:** State of Hawaii Department of Transportation Airports Division  
Microsoft Teams Web-Conference  
Web attendance via email invitation  
Call-in Phone No.: (808) 829-4853  
Phone Conference ID: 699 496 956#

**PROJECT:** T-Hangar, Roll-Up, & Overhead Door Maintenance  
Statewide Airports  
State Project No. BS1322-43R

**PRESENT:** See attached list

**SUBJECT:** Pre-Bid Meeting

**MEETING SUMMARY:**

**I. GENERAL DISCUSSION**

1. The State Project Manager will fill out the attendance sheet as completely as possible. All persons that were emailed meeting invitations shall be emailed a copy of the draft meeting minutes and attendance list for review and comment in order to ensure accuracy. Once finalized, a copy of the meeting minutes will be attached to the bid documents via addendum.
2. Introduction of participants
3. This meeting is to clarify general questions only. If there is a conflict between what was stated in this meeting and the bid documents, the bid documents shall govern. Any significant changes will be issued through an addendum. A copy of the meeting minutes will be issued to all attendees.
4. Important items brought to the attendees' attention:
  - Bids are due on August 22, 2023

- Per the Notice to Bidders, questions must be submitted fourteen calendar days prior to the bid opening date not including that day. This works out to August 7, 2023.
5. Project duration is five (5) years.
  6. Unless there is a problem with the award or contract execution process, the State intends to issue the Notice to Proceed by November 2023 at the earliest.
  7. Requests for AOA badges, AOA stickers, ramp licenses, etc. shall be submitted within 14 calendar days after award of contract. In addition to the requirements stated in the Contract Bid Documents, all Contractors shall comply with the requirements and procedures of the Contractor's Training Guide.

## II. QUESTIONS

No questions were posed at the Pre-Bid Conference

Meeting adjourned at: 2:06 PM

c: All attendees (See attached sign-in sheet)

**MEETING ATTENDANCE SHEET**  
**Pre-Bid Meeting**

Project Name: **T-Hangar, Roll-up, and Overhead Door Maintenance**

Statewide Airports

Project No. BS1322-43R

Meeting Location: Microsoft TEAMS Teleconference

Date: August 3, 2023 @ 2:00 PM

Call in (808) 829-4853, Conf ID: 699 496 956#

|  |   |   |
|--|---|---|
| Name: Steve Tagupa<br>Title: State Project Manager     | Company: DOT-Airports<br>Address: 400 Rodgers Blvd, Suite 700,<br>Honolulu, Hawaii, 96819 | Phone: (808) 838-8805<br>Fax: (808) 838-8017<br>E-Mail: Steve.Tagupa@hawaii.gov |
| Name: Raed Darwish<br>Title: Chief Engineering Officer | Company: Oxford Airport Technical Svcs.<br>Address:                                       | Phone: 817-501-7574<br>Fax:<br>E-Mail: rdarwish@oxfordats.com                   |
| Name: Donna Montibon for<br>Kawika Freitas<br>Title:   | Company: KCK Builders<br>Address:   | Phone: 808-289-1636<br>Fax:<br>E-Mail: kawika@kckbuildershi.com                 |
| Name: Olan Felix<br>Title:                             | Company: Oxford Airport Technical Svcs.<br>Address:                                       | Phone: (808) 220-0334<br>Fax:<br>E-Mail: ofelix@oxfordats.com                   |
| Name:<br>Title:  | Company:<br>Address:  | Phone:<br>Fax:<br>E-Mail:   |
| Name:<br>Title:  | Company:<br>Address:  | Phone:<br>Fax:<br>E-Mail:   |
| Name:<br>Title:  | Company:<br>Address:  | Phone:<br>Fax:<br>E-Mail:   |
| Name:<br>Title:  | Company:<br>Address:  | Phone:<br>Fax:<br>E-Mail:   |
| Name:<br>Title:  | Company:<br>Address:  | Phone:<br>Fax:<br>E-Mail:   |
| Name:<br>Title:  | Company:<br>Address:  | Phone:<br>Fax:<br>E-Mail:   |
| Name:<br>Title:  | Company:<br>Address:  | Phone:<br>Fax:<br>E-Mail:   |



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

AUGUST 15, 2023

RESPONSES TO REQUESTS FOR INFORMATION (RFIS / QUESTIONS)

1. Bidder Question: As of the bid due date on August 22, 2023, we do not currently meet the prequalification requirement of Hawaii specialty contractor's license C-48 or C-48a. However, we have taken all necessary steps to fulfill the qualification criteria and submitted the C48a paperwork to the state of Hawaii for review, board approval, exam approval, and formal notification. While we anticipate acquiring the C48a license by December 1, 2023, we recognize that it may not be obtained before the bid due date. With that in mind, we kindly request your consideration of allowing our company to submit a bid for the contract, even with the understanding that our C48a license may be secured slightly later than the bid date.

State Response: Per Section 10.3(A)1 "Contractor and Personnel Qualifications" of the bid specifications, bidders are to possess a C-48 or C-48a license at the time of bid.

2. Bidder Question: Could we kindly request an extension of the bid date from August 22, 2023, to November 21, 2023, to accommodate the processing of our C48a application by the state? This extension would allow us to fulfill the necessary requirements for bidding.

State Response: A bid extension does not benefit the State at this time due to the operational needs of the various Airports that are to be part of this contract. All of the Airports listed in the bid specifications have been without contract maintenance services since December 2022 at a minimum.

3. Bidder Question: Page 8-3 paragraph 8.6 Liquidated damages. As there is no value stated in the contract, is there any limit on the liquidated damages that a contractor could incur?

State Response: Liquidated damages and their relevant conditions are set in Section 10.7 "Trouble Calls, Repairs, Elective, and Upgrade Work" and Section 10.8 "Liquidated Damages" of the bid specifications.

4. Bidder Question: Page 10-4 thru 10-8 paragraph 10.7, Only Acts of God, Natural Disasters, and Upgrade or Elective Work triggered damages will be paid to the contractor above the Base contract pay. Can I assume this is the States intent?

State Response: Work defined as "Normal Repair" work, as defined in Section 10.7 of the specifications shall be provided at no cost to the State. Work defined

as “Acts of God, Natural Disaster, Upgrade or Elective Work” in Section 10.7 of the specifications shall be paid according to the conditions set forth in the specifications.

5. Bidder Question: Page 10-9 paragraph 10-9 Parts, 5th paragraph states a CMMs system needs to be utilized to track and control all inventoried parts, can this system be also used to schedule the PM routines and document the repairs and door status?

State Response: Yes, if it has that capability.

6. Bidder Question: Page 10-8 paragraph 10-9 Parts, can the contractor assume that all parts needed to repair the doors are part of the Base bid and only parts needed to repair Parts failed due to Acts of God, Natural Disasters, and Upgrade or Elective Work will be reimbursed?

State Response: Yes. Per Section 10.9 “Parts” of the specifications, “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.” Parts required for “Acts of God, Natural Disaster, Upgrade or Elective Work” will be reimbursed per the terms of the specifications.

7. Bidder Question: Page 10-12 Office/Storage Space is there no way to confirm space availability (or lack of availability) at each airport to allow the contractor to allow for possible cost that maybe incurred?

State Response: It is not possible to predict the availability of space at any airport at this time.

8. Bidder Question: Is the State tax exempt?

State Response: No.

9. Bidder Question: Performance Bond Page 3-4 paragraph 3-4 Contract Bond shows the value at 50% of the Bid Price. Is that value based on the first year only? Or the full 5 years?

State Response: Since the bid price is a yearly value, the performance bond should also be a yearly value. (For example, if the yearly bid price was \$1,000,000.00, then the performance bond would be \$500,000.00). The bond would still be required for the five years of the contract.

10. Bidder Question: If the Performance Bond is 50% of the full 5-year value, Can the Performance Bond value decrease linearly and annually as the contract matures?

State Response: No, please see the State’s response to question no. 9 above.