STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

AIRPORTS

SPECIFICATIONS AND PROPOSAL

FOR

MAINTENANCE OF VIDEO MONITORING AND ACCESS CONTROL SYSTEM (VMACS)

ELLISON ONIZUKA KONA INTERNATIONAL AIRPORT AT KEAHOLE

KAILUA-KONA, HAWAII

PROJECT NO. BH2729-53

2026

NOTICE TO BIDDERS
Hawaii Revised Statutes (HRS),
Chapter 103D

The receiving of bids for **MAINTENANCE OF VIDEO MONITORING AND ACCESS CONTROL SYSTEM (VMACS), ELLISON ONIZUKA KONA INTERNATIONAL AIRPORT AT KEAHOLE, KAILUA-KONA, HAWAII, PROJECT NO. BH2729-53**, will begin as of the HIePRO Release Date. Bidders shall register and submit complete bids through HIePRO only. Refer to the following HIePRO link for important information on Vendor Registration: https://hiepro.ehawaii.gov/welcome.html.

The solicitation, specifications, proposal, and additional documents designated or incorporated by reference shall be available in HIePRO.

HIePRO OFFER DUE DATE AND TIME is **December 11, 2026,** at 2:00 p.m., Hawaii Standard Time (HST). **Bidders shall submit and upload the complete proposal to HIePRO prior to the offer due date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Bidders shall not include confidential and/or proprietary documents as part of their proposal. The record of each bidder and their respective proposal shall be open to public inspection. FAILURE TO UPLOAD THE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION.**

The scope of work consists of providing technical expertise, labor, material, taxes, insurance, overhead, travel, and incidental costs necessary in servicing, maintaining, and responding to trouble calls for all equipment associated with the VMACS, as well as its subsystems, assemblies, subassemblies, communication network and associated components, at the Ellison Onizuka Kona International Airport at Keahole. To be eligible for award, bidders

shall possess a valid State of Hawaii Specialty Contractors "C-13" or "C-15" license **at the time of bidding.**

To schedule a site visit, contact Benjamin Aragon, General Construction and Maintenance Supervisor, by phone at (808) 327-9507, or by email at benjamin.p.aragon@hawaii.gov.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HIePRO **no later than November 20, 2026, at 2:00 p.m., HST.** RFI questions received after the stated deadline shall not be addressed. Substitution Requests received after the stated deadline shall not be considered. Verbal RFI(s) shall not receive a response. All responses to RFI questions shall be provided for clarification and information only and issued by formal addendum. Any amendments to the solicitation shall be made by formal addendum and posted in HIePRO.

If there is a conflict between the solicitation and information stated in the responses to RFI questions, the solicitation shall govern and control, unless as amended by formal addendum.

Campaign contributions by State and County Contractors. Contractors are hereby notified of the applicability of HRS § 11-355 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.

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

Bidders are hereby notified that the Department of Transportation shall affirmatively ensure that contracts entered into pursuant to this advertisement are awarded to the lowest

responsive, responsible bidder without discrimination on the basis of race, color, national origin, sex, age, disability, or any other protected status recognized under applicable State and federal law.

For additional information, contact Jonathan Yoshida, Project Manager, by phone at (808) 838-8875, or by email at jonathan.r.yoshida@hawaii.gov.

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

CURT T. OTAGURO
Deputy Director of Transportation for Airports

HIePRO RELEASE DATE: November 13, 2026

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STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

AIRPORTS

S P E C I A L P R O V I S I O N S

SPECIAL PROVISIONS

The Specifications contained herein are amended as follows:

A. SECTION 1 – DEFINITION AND TERMS is amended as follows:

1. The following definition shall be deleted in its entirety and replaced with the following:

"1.33 SUBCONTRACTOR – An individual, partnership, firm, corporation, joint venture or other legal entity, as licensed or required to be licensed under Chapter 444, Hawaii Revised Statutes, as amended, which enters into an agreement with the Contractor to perform a portion of the work."

2. Add the following new definition:

"1.39 HAWAII ePROCUREMENT SYSTEM (HIePRO) - The State of Hawaii eProcurement System for issuing solicitations, receiving proposals and responses, and issuing notices of award."

B. SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS is amended as follows:

1. 2.3 PROPOSAL GUARANTY is deleted in its entirely.

2. 2.4 DELIVERY OF PROPOSALS is amended by replacing the entire subsection with the following:

"2.4 DELIVERY OF PROPOSALS – **Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Do not include confidential and/or proprietary documents with the proposal.** The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. **Contract award shall be based on evaluation of proposals submitted and uploaded to HIePRO.**

FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

If there is a conflict between the specification document and the HIePRO solicitation, the specifications shall govern and control, unless otherwise specified."

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

"2.5 WITHDRAWAL OF PROPOSALS - Bids may be modified or withdrawn prior to the bid opening date and time. Withdrawal or revision of proposal shall be completed, and submitted and uploaded to HIePRO prior to the bid opening date and time."

4. 2.6 PUBLIC OPENING OF PROPOSALS is not applicable.

5. Add the following to the end of the section:

"2.9 CERTIFICATE 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. 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:

Class	Salary Range	Minimum Hourly Rate
Automated Systems Equipment Technician	BC-14	$42.15
Automated Systems Equipment Supervisor	WS-14	$44.65

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 (838-8619).

Bidders are further 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."

C. SECTION 6 – CONTROL OF MATERIAL AND EQUIPMENT – is amended as follows:

6.2 TRADE NAMES AND ALTERNATES is amended as follows:

1. The first paragraph of A. QUALIFICATION BEFORE BID OPENING shall be replaced with the following:

   "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 Department. The bidder shall submit a request to the Department for review and approval at the earliest date possible. As specified in the Notice to Bidders, all requests shall be posted as a question in HIePRO under the "Question and Answer" tab. Supporting documents for specific request shall be emailed to the Project Manager specified in the Notice to Bidders. Request must be posted in HIePRO and supporting documents received by the Project Manager via email no later than the RFI deadline in the Notice to Bidders."

2. The first sentence of the second paragraph of A. QUALIFICATION BEFORE BID OPENING shall be replaced

with the following:

"It shall be the responsibility of the bidder to submit sufficient evidence based upon which a determination can be made by the Department that the alternate brand is a qualified equivalent."

D. SECTION 7 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC - is amended as follows:

1. 7.8 LABOR AND COMPENSATION REQUIREMENTS - is amended by replacing the first two paragraphs with the following:

"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"

2. Add the following to the end of the section:

"7.10 SPECIAL REQUIREMENTS FOR CONTRACTOR'S OPERATIONS IN THE AIRPORT OPERATIONAL AREAS (AOA) – The Contractor shall conform with the applicable sections of the State Airports Division Rules and Regulations pertaining to its access and operation in the AOA 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.

B. Authorized Vehicles

1. Only vehicles considered safe and necessary for the performance of this contract shall be allowed to operate in the AOA.

2. All authorized vehicles shall be identified with the Contractor's company 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 in the AOA, the Contractor shall obtain insurance coverage as required by Section 7.9.

4. The Contractor's operations on, over, across, and/or immediately adjacent to any runway and/or taxiway at a towered airport may require the use of a two-way radio communication. The Contractor shall obtain the necessary equipment at its own 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 AOA 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."

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

1. Subsection 8.2 SUBCONTRACTING - is amended by adding the following sentence after the first (1st) sentence in the second (2nd) paragraph:

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

2. Subsection 8.11 Termination of Contract for Cause - is amended by adding the following paragraphs to Section 8.11(a):

"The System shall be maintained in a satisfactory condition at all times. Failure to comply with these requirements within seven (7) calendar days shall be cause for the State to terminate the contract without any liability on the part of the State.

The State shall have the right to terminate this Contract with cause or lack of available funding and shall notify the Contractor of its intent to exercise its option to terminate maintenance service at least 30 days prior to termination."

F. SECTION 9 – PAYMENT – add the following to the end of the section:

"SECTION 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 tax clearance certificate."

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

AIRPORTS

S P E C I F I C A T I O N S

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, shall 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 Department may request the bidders to allow the Department to consider the bids for the issuance of an award beyond the sixty (60) calendar day period. Agreement to such an extension shall be made by a bidder in writing. Only bidders who have agreed to such an extension shall be eligible for the award. No response to request shall mean bidder shall no longer be eligible for award.

Requirement for award. The Bidder, as proof of compliance with the requirements of section 103D-310(c), HRS, upon award of a contract made pursuant to section 103D-302, HRS, shall provide the documents listed below. The documents shall be submitted promptly to the Department. If a valid certificate/clearance is not submitted on a timely basis upon award, the Bidder may be deemed non-responsible.

A. Tax Clearance.

Pursuant to section 103D-310(c), 103-53 and 103D-328, HRS, the bidder shall submit a tax clearance certificate from the State of Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service (IRS), subject to section 103D-328, HRS, current within six months of issuance date.

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

https://tax.hawaii.gov/

To receive DOTAX Forms by fax or mail, phone (808)587-4242 or 1-800-222-3229.

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

B. Certificate of Compliance.

Pursuant to section 103D-310(c), HRS, the bidder shall submit a certificate of compliance for Hawaii Employment Security Law (Chapter 383, HRS), Workers' Compensation Law (Chapter 386, HRS), Temporary Disability Insurance (Chapter 392, HRS), and Prepaid Health Care Act (Chapter 393, HRS), from the State of Hawaii Department of Labor and Industrial Relations (DLIR), current within six months of issuance date.

Form LIR#27, Application for Certificate of Compliance with section 3-122-112, HAR, is available at the following website:

https://labor.hawaii.gov/

Contact the DLIR Unemployment Insurance Division at (808) 586-8926 for additional information.

Inquiries regarding the status of a LIR#27 Form are available from the DLIR Disability Compensation Division at (808)586-9200.

The application for the Certificate of Compliance is the responsibility of the bidder. Bidder shall submit directly to the DLIR. The approved certificate may then be submitted to the Department.

C. Certificate of Good Standing.

Pursuant to section 103D-310(c), HRS, the bidder shall submit a certificate of good standing from the business registration division (BREG) of the State of Hawaii Department of Commerce and Consumer Affairs (DCCA), current within six months of issuance date, to demonstrate 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 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 of 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:

https://cca.hawaii.gov/

The application for the Certificate of Good Standing is the responsibility of the bidder. Bidder shall submit directly to the DCCA. The approved certificate may then be submitted to the Department.

D. IN LIEU OF the certificates referenced in subsection A, B, and C, bidder may make available proof of compliance through a state procurement office designated certification process.

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.

By submitting a proposal of the work included in this contract, the Contractor shall be deemed to have made such examination, and is therefore familiar with all the different devices, as well as the current set-up, of the Video Monitoring and Access Control System (VMACS), throughout Ellison Onizuka Kona International Airport at Kehaole. See Attachment A for the listing of existing VMACS equipment and new VMACS equipment that will be installed during the term of this contract.

10.2 BIDDERS QUALIFICATIONS - relates to both the entity bidding and its personnel.

A. Maintenance Contractor Qualifications

1. The Contractor and subcontractor (if there is any), shall have a minimum of three (3) consecutive years' experience (immediately prior to the bid opening date) working at a facility with similar size, equipment and systems to be maintained (Johnson Controls Software House C-Cure 9000 and the P2000 access control systems, Genetec Omnicast video monitoring system, at least 90% of the number of access points and cameras, and at least 2,400 active badges).

2. At the time of bidding, the Contractor shall possess the required State of Hawaii Specialty Contractor's "C-13" or "C-15" License and shall have a qualified technician(s) based in the State of Hawaii.

3. The Contractor or their subcontractors shall be a Software House and Genetec Dealer. Evidence shall be in the form of a dealer letter/license submitted by e-mail to the State Project Manager within five (5) working days after bid opening. Failure to submit evidence shall result in rejection of the bid.

B. Personnel Qualifications

1. Technicians who will be performing the work on the various components of the system shall have been factory qualified and must furnish evidence that they have maintained or serviced equipment which is similar to the system to be maintained. Experience must include Software House C-Cure access control system, Johnson Controls P2000 access control system, Genetec Security Center video monitoring system, at least 90% of the number of access points and cameras, and at least 2,400 active badges for minimum of three (3) years. Evidence shall be in a form which can be verified by the State (names, addresses, and telephone numbers of former employers, customers, and certification numbers).

2. The following minimum certifications are required for the team maintaining the systems at Ellison Onizuka Kona International Airport at Keahole. Level of certification correlates to particular tasks. Higher lever certifications are acceptable. All certifications are to be current and verifiable.

    a. Access Control: Software House C•CURE 9000

        i. Installer AC9001 (device and system maintenance)

        ii. Integrator AC9002 (system administration and application maintenance)

    b. Video Management System: Genetec Security Center

        i. Genetec Security Center Enterprise - SC-ETC-001 (ongoing system maintenance)

        ii. Genetec Security Center Advanced Configuration - SC-OTC-002 (system enhancement or integration)

    c. Virtualization:

        i. VMware Data Center Virtualization (or VMware comparable) Associate – VCA (ongoing system maintenance)

ii. VMware Data Center Virtualization (or VMWare comparable) Professional - VCP (system enhancement/replication)

d. Networking: (shall possess, at a minimum, one of the following certifications)

i. Network +

ii. CCNA

iii. CCNP

iv. JNCIA

3. These individuals shall be on-site when the maintenance activity on that product is being done. Contractor can only replace these individuals with prior approval by the State Project Manager during the term of this contract.

C. Contractor shall submit documentation of certificates and other requirements indicated in Sections 10.2.A. and 10.2.B. by e-mail to the State Project Manager within five (5) working days after bid opening. Failure to submit documentation shall result in rejection of the bid.

D. Falsification of personnel qualifications by the Contractor shall constitute a major breach of this contract.

E. The Contractor shall have qualified personnel in State available to respond to trouble calls within 2 hours. In addition, the Contractor shall have available a VMACS System administrator. System Administrator shall be certified in the systems identified below.

1. The System Administrator is to provide support for the following systems:

a. C-CURE 9000 access control system management software

b. Intellisoft Identity Management System (IDMS)

c. Genetec Video Management System – Enterprise level

2. System Administrator shall manage and perform the following functions:

a. Network connectivity requirements and addressing.

b. C-CURE Personnel, Clearances and Groups

c. C-CURE Operators & Privileges

d. C-Cure ID badging application

e. Running Customized C-Cure System Reports

f. C-Cure Events, alarms and exceptions

g. Running detailed C-Cure Operational Queries & reports

h. C-Cure exporting generated reports.

i. C-Cure database restore.

j. Genetec video management system operation and configuration

k. Plan manager mapping software updates and changes.

l. Video storage utilization management

m. Camera setup. Troubleshooting and advanced features configuration

n. System integration linkage management

o. Database management and perform cleanup and filtering

p. Monitor and administer Cybersecurity best practices

F. The existing VMACS at the Ellison Onizuka Kona

International Airport at Keahole was manufactured by Genetec, Inc. and Johnson Controls, Inc., whose contact info is below.

Video Monitoring
Genetec Inc.
2280 Alfred-Nobel Boulevard, Suite 400
Montreal, Quebec, Canada
H4S 2A4
Phone Number: 1-514-332-4000
Fax Number: 1-514-332-1692
Internet: https://www.genetec.com/

Existing Access Control panels
Johnson Controls, Inc.: Honolulu
550 Paiea Street, #210
Honolulu, HI 96819
Phone Number: 808-521-9905
Fax Number: 808-521-9906
Internet: https://www.johnsoncontrols.com

Existing Access Control System and Integration
Software House – C-Cure 9000
Internet: https://www.johnsoncontrols.com

Identity Management System (IDMS)
Intellisoft IDMS
Intellisoft Inc.
5 Independence Point, Suite 100
Greenville, South Carolina 29615
Phone Number: 1-800-689-1412
Internet: https://www.intellisoft.com

G. The Contractor shall be capable of maintaining, servicing, and modifying/upgrading the existing and newly installed VMACS including major components listed in Attachment A.

10.3 COORDINATION OF WORK - All work under this contract shall be coordinated with the State's Airports Manager at Ellison Onizuka Kona International Airport at Keahole, or their duly authorized representative. Upon award of the contract, work schedules, parts requirements and other essential information concerning the system to be maintained shall be given to the Airports Manager by the Contractor.

The Contractor shall furnish the Airports Manager with telephone numbers through which the Contractor can be called during regular and off-hours, including Saturdays, Sundays, and State holidays. All telephone numbers shall be local.

The Contractor's maintenance technicians shall sign in and out with the airport building maintenance office when arriving on site and before leaving.

The VMACS system will be integrated with an Identity Management system (IDMS) that shares badging information and access privileges. The contractor is required to coordinate efforts with the IDMS maintenance provider for preventative and resolution-based maintenance. As identified in other sections of this scope, the Contractor shall coordinate work with the IDMS contractor and shall participate in troubleshooting efforts. As identified in Attachment A, the Contractor will then become responsible for maintaining the IDMS system.

10.4 PROVISIONS FOR FIELD OFFICE/STORAGE SPACE - Pending the availability of space on airport property, the State will issue Revocable Permit(s) to the Contractor for the use of the space, assessed at a monthly fee of $25 for each Revocable Permit issued. The Contractor shall be responsible for paying for any associated County fees, inclusive of property taxes, and must notify the State Property Management Office at least 30 days in advance before vacating the premises. The space(s) may be used for a field office, staging of materials and equipment, vehicle parking or other uses subject to the approval of the State.

Since space on airport property is extremely limited, the State does not guarantee that space(s) provided to the Contractor will be in close proximity to the project site. 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 airport property.

10.5 MAINTENANCE AND SERVICE OF EQUIPMENT - The Contractor shall maintain the VMACS in accordance with the specifications contained herein. Prior to the start of

work, the Contractor shall submit a schedule of values for the equipment listed in Attachment A. The schedule of values shall be used for the measurement of work performed to date and increasing and decreasing the scope of work as conditions dictate. The quantities included in the attached equipment list are approximate only and are intended principally to serve as a guide in determining and comparing the bids.

When damage or malfunction outside normal wear and tear becomes extensive (estimated to be in excess of $1,000.00 by the State), the State reserves the right to solicit bids and have the work done by the lowest bidder.

10.6 INSPECTION, PREVENTATIVE, AND CORRECTIVE MAINTENANCE - The Contractor shall make inspections and perform maintenance at least quarterly on the system for proper functioning and shall correct all malfunctions with a qualified technician. The Contractor shall also correct all discrepancies noted by the State representative.

Within five (5) business days of Contract commencement, the Contractor shall provide the State with a Preventive Maintenance (PM) Schedule (in this Section, the "PM Schedule") for all equipment covered under this Contract. The Contractor shall provide all preventive maintenance in accordance with this PM Schedule, as approved by the State.

The PM Schedule shall be based on the equipment manufacturers' recommendations. In the event that no recommendations are available for certain equipment, the Schedule for such equipment shall be based on the Contractor's experience in maintaining the same or similar equipment. The State reserves the right to unilaterally modify the frequency of the Schedule.

The Contractor shall perform all preventive maintenance during regular work hours.

In performing Preventive Maintenance, the Contractor shall (at minimum):

- Maintain the equipment per the manufacturers' specifications, performance, recommendations, and

software/firmware updates.

- Isolate, perform measurements and readings, inspections, troubleshoot, diagnose problems, and correct errors.

- Run applicable diagnostics programs on the equipment to locate problems.

- Replace failed equipment and correct error conditions to ensure operational availability and performance of the equipment.

- Maintain all equipment items, including but not limited to fittings, weather stripping, seals, ventilation, realign, cleaning, mounting brackets/adjustments, calibrations, filters, lubrication, cabinets and enclosures, cable pigtails, and connector terminations.

- Realign and adjust the equipment to ensure operational availability and performance.

- When requested by the owner, schedule and perform the cleaning of equipment at no additional cost to the State.

- Maintain cybersecurity requirements as part of preventative maintenance activities.

10.7 CABLING IN CONDUITS - This maintenance contract does not include the maintenance/servicing of cables inside conduits. However, the Contractor will be responsible to identify which cable has a problem for the State to then replace. If a cable is available, or when a cable becomes available and is in good condition between the device and the destination, then the Contractor shall utilize this cable to bring the device/system on-line at no additional cost.

10.8 TROUBLE CALLS - The term "regular working hours" as used in these specifications shall mean 7:00a.m. to 3:30 p.m., Monday through Friday, State holidays excepted.

The term "Off-hours" as used in these specifications shall mean 3:30 p.m. to 7:00 a.m. Monday through Friday, and all hours on Saturdays, Sundays and State holidays.

In case of failure or malfunction of the system for any cause, the Contractor is subject to be called by the State; such calls hereinafter referred to as "trouble calls".

At no cost to the State, the Contractor shall provide a staffed toll-free telephone number and secure website for the State to log trouble calls. The telephone number shall be staffed at all times (24 hours per day, 7 days per week, 365 days per year). The Contractor shall respond by phone to all trouble calls within the timeframes specified in the contract for (Required Service Levels and Liquidated Damages for Non-Performance) and (Contract Specific Terms and Conditions) hereof. If the issue requires onsite resolution, the Contractor shall dispatch a qualified technician to the location of the respective equipment.

The Contractor shall respond to trouble calls within two (2) hours. For purposes of this specification, the definition of the term "respond" means to have maintenance personnel on site working on the equipment or doing a remote diagnostic on the system and making remedial measures to eliminate a failure and/or trouble conditions as well as to correct a malfunction.

If additional manpower is required, the contractor must respond with additional manpower within two (2) hours of the initial troubleshoot. If technicians 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.

All corrective measures done in response to trouble calls shall be at no cost to the State unless the trouble has been caused by abuse, vandalism, acts of God, or natural disaster as determined by the State and shall be paid for based on the time spent at the job site to complete the work.

If an issue is identified during routine maintenance, then the Contractor shall immediately generate a trouble call and document the issue.

The Contractor shall present his work sheets or trouble tickets to the authorized representative of the State for certification at the end of each day or job, whichever is earlier. The trouble call ticket shall include all chargeable time and material for equipment serviced.

Payment to the Contractor for trouble call work shall be as follows:

A. Normal trouble call work performed during regular working hours shall be provided by the Contractor at no additional cost to the State. Normal trouble call work is herein defined as work which is required as a result of wear and tear on the equipment through normal use for which the equipment has been designed.

    1. Normal wear and tear also includes but is not limited to damages caused by power failures, and sun exposure.

    2. Costs for all trouble call work shall be included in the bid prices for the maintenance of the equipment.

    3. All time tickets shall be certified and signed by an authorized representative of the Airports District Manager to verify completion of the work.

    4. Only damages caused by abuse, vandalism, acts of God, or natural disaster, as determined by the State Project Manager, shall be paid for based on the hourly price in the Contractor’s proposal for trouble calls caused by abuse, vandalism, acts of God, or natural disaster, multiplied by the time spent at the job site to complete the 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.

5. Except as noted in Subsection 10.11 herein below, the hourly bid price shall include all labor, miscellaneous materials, equipment, overhead, insurance, taxes, and all other incidents necessary to return the system to service.

6. For bidding purposes, it is estimated that there may be an allowance for a total of 1000 hours/year for work as a result of abuse, vandalism, acts of God, or natural disaster.

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

The Contractor shall secure the Maintenance Superintendant or a designated representative's authorization prior to doing any trouble call work during off-hours.

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. Trouble call work during regular working hours for damages which the State Project Manager determines to have been caused by abuse, vandalism, acts of God, or natural disaster shall be paid for based on the hourly bid rate in the Contractor's proposal for trouble calls caused by abuse, vandalism, acts of God, or natural disaster, multiplied by the time spent at the job site to complete the 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 10.11 of these specifications, the Contractor's hourly bid price shall include all labor, miscellaneous materials, equipment, overhead, insurance, taxes, travel time, air fare, per diem, car rental, lodging and all other incidentals necessary to complete the work.

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

D. Trouble call work during off-hours for which the State Project Manager has determined to have been caused abuse, vandalism, acts of God, or natural disaster shall be paid for based on the Contractor's hourly price in the Contractor's proposal for trouble calls caused by abuse, vandalism, acts of God, or natural disaster, plus 50 percent of the Contractor's hourly bid rate, multiplied by the time spent at the job site to complete the work or two (2) hours, whichever is longer. 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 on one-half (1/2) of an hour shall be considered a full one-half (1/2) of an hour.

   Except as noted in Section 10.11 of these specifications, the Contractor's hourly bid price shall include all labor, miscellaneous materials, equipment, overhead, insurance, taxes, travel time, air fare, per diem, car rental, lodging and all other incidentals necessary to complete the work.

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

E. Any trouble call work initiated during off-hours and finished during regular working hours shall be paid accordingly. That is, off-hours hourly rate shall only apply to work performed during off-hours, and regular hours hourly rate shall apply for work performed during regular working hours.

F. In cases where upgrade is the only viable option. Costs will be estimated by the Contractor for both the replacement servicing and upgrade of the failed component and approved by the State Project Manager. The State will pay the difference between the replacement servicing and upgrade of the failed component plus actual labor hours. In instances where upgrading the failed component costs less

than replacement servicing, only actual labor hours shall be paid by the State.

10.9 SERVICE ORDER TRACKING SYSTEM (SOTS)- The Contractor shall have and use (at no additional cost to the State)a computerized maintenance management system to record all information (e.g. date, time, location, contact persons, problem description, equipment description, resolution, etc.) pertaining to the remedial maintenance request. All relevant information entered into the system shall be available for the State's review and records.

A. The system shall be used to manage and record all work provided under this Contract. In addition to recording all work orders, and the preventive maintenance scheduled activities and status updates. The Contractor shall provide the State with access to this system.

B. The SOTS shall have the following minimum characteristics:

1. Provide time/date stamping for all services provided under the Contract, from beginning to completion of the service;

2. Provide an audit trail and accessible computer log recording all data entry and changes;

3. Be web-based and permit the Airport with the flexibility to submit, query and schedule reports by events (e.g., Service ticket: unique ticket number, start date/times, end date/time, location, work description, parts, materials and labor hours);

4. Provide the Airport with the capability to run reports at any time (24 hours per day, 7 days per week, 365 days per year);

5. Provide reporting in a format approved by the Airport (e.g. Microsoft Word, Microsoft Excel, Adobe PDF, ASCII text). In addition, computer records shall have the export capability to allow such records to be imported into another Airport system;

6. Provide equipment inventory tracking. Equipment inventory tracking shall include information on all parts and components within the equipment.

7. Provide the ability to track each part and component by supplier, by location, serial number, part/component ID, warranty tracking, and obsolescence data. The parts shall be identified by location, such as warehouse, service van, maintenance shop, or any other location where equipment is stored. Location also extends to the field location where the equipment is installed. All parts and components shall be tracked by serial numbers. Information shall be maintained so that parts associated with a work order can be tracked.

8. Enable assigning parts as "installed", "available spare", "damaged", "on-hold" or other status, as required by the Airport;

10.10 PERFORMANCE FACTOR - The following performance factors shall affect the Contractor's compensation and service record:

A. RESPONSIVENESS

1. Fines levied by the Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) - Fines paid for by the State and/or cost of posting of additional security guards due to failure(s) in the VMACS will be deducted from the Contractor's monthly payment. Fines/costs paid for by the State due to failure(s) in the VMACS due to equipment outside of the Contractor's control as determined by the State will not be deducted from the Contractor's monthly payment.

2. Failure to respond within specified minimum response times to a trouble call during regular business hours or "off-hours" shall incur a reduction of $100.00/hour or fraction thereof.

B. TIME TO RETURN TO SERVICE - In addition to response time, the State will be measuring time to return to service (elapsed time from notification of failure to

restoration of operating function(s)). There will be two categories for evaluation of performance factors:

1. Temporary Return to Service - restoration of operating function(s) utilizing using a work-around solution.

2. Permanent Return to Service - restoration of operating function(s) to an as designed condition or modification made to create a better than (more reliable) designed condition.

Allowable return to service times shall be dependent upon the evaluation of a failure by the State. Factors include the nature of the failure as:

1. Visible - reported by system diagnostics, device down/locked-up, physical inspection, software feature not working, or OCS input error and solution contained in documentation. All visible failures must be at least temporarily restored within 24 hours and have permanent solution completed within three (3) days.

   Failing to restore operating function within three hours incurs a deduction of $100.00 per three (3) hour increment or fraction thereof.

2. Hidden - software induced (no trail), damaged cabling without as-built drawings to identify the cable or route, undocumented solution(s) to failure. Hidden failures shall be evaluated on an individual case basis.

C. An assessment of the status of the VMACS will be made at the weekly security committee meeting scheduled by the Airports Manager. The Contractor is required to attend these meetings and report on the status of all outstanding trouble calls. No additional payment will be made for this meeting. Failure to respond on a timely basis and failure to return equipment to service will be cause for termination of contract or termination of the Contractor's services after the completion of twelve months of services.

10.11 REPLACEMENT OF PARTS - The Contractor shall replace necessary parts of the system which are worn through

normal wear and tear at no cost to the State. Labor costs for removing old parts and replacing new parts during the course of inspection and maintenance services shall be considered incidental to the Contractor's bid price and no additional payment will be made by the State.

Only parts that are new and correctly designed shall be used by the Contractor, and the Contractor shall maintain an inventory of spare parts so no breakdown due to normal wear and tear will require more than 24 hours to be corrected.

If the replacement of parts is necessary due to damage by abuse, vandalism, acts of God, or natural disaster or the replacement of parts is not covered under any specific provisions of this contract as determined by the State, the Contractor shall be reimbursed for the cost of the new parts, excluding taxes but including shipping charges, plus 20% for overhead, profit, taxes and other incidental expenses. The Contractor shall substantiate all charges by submitting original billing as requested by the State.

Only parts that are new and correctly designed shall be used by the Contractor, and the Contractor shall maintain an inventory of spare parts so no breakdown due to abuse, vandalism, acts of God, or natural disaster will require more than 72 hours to be corrected.

Contractor shall store all spare parts on island, and spare parts will be replenished as they are used. An allowance for abuse, vandalism, acts of God, or natural disaster spare parts is included in the Proposal Price Schedule and should be stocked within 30 days of NTP. The Contractor shall be reimbursed for the cost of the new parts from this allowance, excluding taxes but including shipping charges, plus 20% for overhead, profit, taxes and other incidental expenses. Contractor shall update and submit the spare parts inventory monthly showing manufacturer, part numbers and serial numbers.

10.12 WARRANTIES OF WORK ORDERS - The State requires all new work to be warranted against defects in material and workmanship for a period of at least 12 months.

At a minimum, it should include the following:

During the Work Order Product Warranty Period, commencing with the acceptance day of the Operations Test, the Contractor shall provide Warranty Service on all equipment and software furnished under the Contract such that the Work Order product will perform in accordance with the specifications as defined and specified in the Contractor's Work Order (the "Specifications"), 24 hours a day, seven (7) days a week, including Holidays. Such performance of the Airport Security VMACS shall be referred to as performing in "Working Order".

During such a period, the Contractor is expected to provide a Warranty Service that shall include:

On-site diagnosis and troubleshooting of defects in the equipment and software furnished herein; as well as technical support regarding the operational use of the Video Monitoring and Access Control System (VMACS).

Contractor shall provide diagnosis and fault isolation participation in any and all intra or inter facility communications troubles affecting the VMACS, whether maintenance is provided by the Contractor or a third party. In the event the VMACS is not in Working Order, the Contractor shall dispatch service personnel to the Work Site.

If warranty work is not completed in a timely manner as identified in this contract, then the contractor will be liable for damages as referenced in this contract for maintenance work.

10.13 MAINTENANCE RECORDS - The Contractor shall provide and maintain a maintenance schedule (from the original manufacturer and these requirements) for each piece of equipment. Said schedule shall include a call back and service log which shall be presented to the Airport Manager quarterly or upon request and shall include, but not be limited to the items below. The Contractor shall establish and maintain a quality control program to ensure that all work is performed in accordance with the terms of this Contract. The Contractor shall employ procedures to assure the timely and effective execution of all tasks required by this Contractor. The quality

control program is expected to include a measurement plan that tracks the quality and productivity of services provided by the Contractor. The Contractor shall issue reports regarding this Quality Control activity each quarter.

A. A complete record of all maintenance tasks: routine; preventive; trouble calls; and emergency maintenance which are performed on the system shall be maintained in separate maintenance log books or folders. The procedure for making entries into the maintenance log shall be submitted for approval by the State. The Contractor shall be responsible for ensuring that the maintenance log is correctly updated.

B. The Contractor shall maintain a written record of all Software installed on the system. The record shall include, at the minimum, version number and date of installation of each Software component.

C. The Contractor shall maintain a written record of all serial numbers of all parts that have been removed from the system and added to the VMACS system.

D. Contractor shall maintain two current system load functioning archival image backup of all computer hard drives of each computer of the Video Monitoring and Access Control System available requiring only the latest backup data restore for an immediate restoration of any hard drive failure. The old back-up files shall be disposed in a proper fashion.

E. The Contractor shall complete a maintenance checklist, signed by the Airport Maintenance Superintendent certifying that the maintenance tasks have been completed. This checklist shall be submitted to the Airport Maintenance Superintendent and the State Project Manager on a monthly basis. The copy sent to the State Project Manager shall be submitted with the monthly invoices and shall serve as verification that the work has been satisfactorily completed.

F. The Contractor shall adhere to and maintain the Cybersecurity environment for the VMACS system based on National Institute of Standards and Technology (NIST) Cybersecurity Framework and Department

Cybersecurity standards.

10.14 TERM OF CONTRACT – The term of this contract shall be for a twelve (12) month period beginning from the date indicated in the Notice to Proceed from the State unless renewed as provided for under Section 10.15.

10.15 OPTION TO EXTEND TERM - Subject to the satisfactory performance of the Contractor and the availability of funds, this contract may be extended by mutual agreement for two (2) additional twelve (12) month terms at the option of the State provided:

A. The option to extend is exercised by the State prior to the expiration of the term of the contract.

B. The term, including extensions, shall not exceed thirty-six (36) months.

C. The contract may be extended for two (2) additional twelve (12) month periods without the necessity for rebidding, upon mutual agreement in writing to extend by the State and Contractor.

D. Compensation to the Contractor for each renewal period shall be based on the unit bid prices indicated in the Proposal Schedule of the original contract with no adjustments.

10.16 TERMINATION OF CONTRACT - The importance of the system functioning properly constantly demands that it be maintained in a satisfactory condition at all times. For this reason, this system is subject to periodic inspections by the Airport Maintenance Superintendent to ascertain that the Contractor is adequately performing in accordance with the requirements and the intent of this contract. Should it be found that the system is not being maintained satisfactorily, the State may immediately demand that the Contractor place the system in proper condition. Failure to comply with these demands within seven (7) calendar days shall be cause for the State to terminate the contract without any liability on the part of the State.

10.17 ADVERTISEMENT FOR BIDS - The Contractor is advised that a contract similar in all essentials to this contract may be advertised by the State so that the new contract

can be executed before the expiration of the contract. The Contractor may submit a bid in response to any such advertisement for bids upon compliance with the requirements thereof.

10.18 TRAINING AND CONTINUITY – Should the State elect to solicit bids for maintenance services, the Contractor shall provide a minimum of 30 days training period for two (2) personnel designated by the State. The training shall be conducted on-site. No additional payment shall be made to maintain this continuity.

10.19 MONTHLY INVOICES – One original invoice and one copy shall be submitted to the State Project Manager by the 15th of the month and shall include the signed 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 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.

Payment will be made on the basis of actual number of unit services performed. Partial payments shall be based on days (1/30 per month for a day).

SECTION 11 - MAINTENANCE OF VIDEO MONITORING & ACCESS CONTROL SYSTEM (VMACS)

11.1 GENERAL - All work is subject to the requirements of Sections 1 to 10, inclusive.

SCOPE OF WORK - The Contractor's bid prices shall include technical expertise, labor, material, taxes, insurance, overhead, travel and incidental costs necessary in servicing, maintaining, and trouble call responses for all equipment associated with the Video Monitoring & Access Control System (VMACS), as well as its subsystems, assemblies, subassemblies, power supplies including Uninterruptible Power Supplies (UPS) and batteries, communication network, wiring, fiber optic cabling, and associated components at Ellison Onizuka Kona International Airport at Keahole (KOA), the major components of which are listed in Attachment A. This includes the existing C-Cure 9000 system and Genetec video management system, workstations, and iStar and P2000 access control panels but does not include the Intellisoft IDMS software license.

The Intellisoft IDMS system will be integrated with a fingerprinting system and the Software House C-Cure 9000 System for badge holder and access privilege information. The maintenance contractor shall be responsible to coordinate Access Control System maintenance efforts required as part of the IDMS maintenance provider’s maintenance work and any VMACS integration.

The Contract also includes maintenance and servicing the State-owned TSA workstation (1) and associated equipment at the local TSA office in Kona.

11.2 MAINTENANCE SERVICES - The Contractor shall provide all labor, supplies, materials, equipment, and services necessary to perform maintenance services and respond to trouble calls of the VMACS indicated in said Attachment A as well as any software, associated equipment interfaced to the systems and communication network and shall keep the System in good and safe operating condition at all times. The Contractor shall perform System performance evaluation, adjustment, calibration, and preventive maintenance procedures and schedules required by the equipment manufacturers (at least annually for all

devices), as well as, but not limited to the following:

A. Control Processing Units (Central Database Computer, Real Time Computer, Network Communications Nodes and workstations), cameras, monitors, printers, and card readers will have visual inspection of contents for dust, dirt or other contaminants. PC Boards with dirt, dust, etc., will be brushed or vacuumed to remove contaminants. All housings will be cleaned and vacuumed (interior & exterior). All electrical and mechanical connections will be visually inspected. Maintenance shall include, but not be limited to testing and/or tightening of all assembly and subassembly, mounting screws, factory interconnect and field wiring terminals. Ribbon cable edge connectors shall be cleaned to insure positive contact.

B. Workstation software and hardware preventative maintenance and support shall be conducted annually on every VMACS workstation including the security room and TSA. Verify proper performance running a scan software for monitor, CPU and memory. The maintenance shall include memory and temporary file clean-up, antivirus and antimalware scanning including identifying unapproved software and identifying any vulnerabilities.

C. Power Supply checks and/or adjustments shall consist of, but not be limited to, the following: Battery Trickle Rate adjust, Battery Hi Rate adjust, Supply output adjust, verify AC input voltage level, verify AC input failure/brown out/battery transfer operation, verify DC failure/battery transfer circuit, positive and negative ground detect circuit operation, and verify external failure report circuit operation. If battery test fails, the battery shall be replaced within 24 hours.

D. UPS maintenance: employing both visual inspections and UPS management software conduct the following tasks quarterly:

    1. System logs: Check operational history and alarm logs.

    2. Connections: Check, clean and adjust all

electrical connections (AC and DC).

3. Battery: Check the heath and the electrical and mechanical security of the battery arrays.

4. Functional: Check all functions operate correctly.

5. System, general: Inspect and clean the UPS system, batteries and accessories.

6. Cooling: Check and clean all fans; ensure the operation and efficiency of all air circulating devices.

7. Gauges: Check all voltages and currents are correct and fall within documented specification.

8. System firmware: Review and update current firmware version against manufacture available upgrades.

9. System operation: Check the transfer from inverter to static bypass, return system to normal.

10. Primary supply failure: Simulate operation, document findings and clear any issues.

E. The Contractor shall provide annual maintenance services to update the VMACS databases. This shall include, but not be limited to, adding or removing points from the databases and modifying the graphics to reflect removed or added building components and devices and all other changes.

F. Backup batteries for the card reader field controllers and UPS units (head end and field equipment):

1. Testing/maintenance: Contractor shall test all batteries for proper charging and drainage once a year. Provide test reports every month. After hours real-live testing. If test failed, the batteries shall be replaced by the contractor within 24 hours.

2. Replacement: Contractor shall replace at a minimum of one third (1/3) of the overall number of batteries per year. The Contractor shall maintain a written record of battery replacements. No backup battery should be in service more than three (3) years without being replaced. This work (parts and labor) will not be paid separately but be included in the bid price for annual maintenance services.

G. The Contractor shall provide system and application software subscriptions and update releases for all software listed in Attachment A (unless otherwise specified) and shall update system and user documentation within 90 days of release by the software developer or equipment manufacturer as possible on existing hardware at no additional cost to the State. The Contractor shall also provide recommendations and specifications for hardware upgrades in conjunction with software upgrades at no additional cost to the State. When hardware upgrade work becomes extensive (estimated to be in excess of $1,000.00 by the State), the State reserves the right to solicit bids and have the upgrade work performed by the lowest bidder.

H. The Contractor shall preform monthly backups of the access control and video management application databases. Backups shall be off-server and use a remote, password protected encrypted drive. The backup drive is to be stored in a fire safe in the ACC-provided by the Contractor.

I. Internal Diagnostics of proper channel operation (0 failures) for no less than 1,000 polling cycles each will be verified, parity errors will be documented, Framing/system synchronization errors will be documented, Rate overrun on transmission or reception will be documented, Data shortage on transmission or reception will be documented, unexpected data reception error will be verified and documented, and a No data reception error will be logged.

J. Quarterly Door Test - All doors are to be tested quarterly (every 3 months). A monthly report is submitted showing plan and progress of testing all

doors within 3 months.

1. Test card reader functionality with valid card- for access, unauthorized valid card- for denial of access and three times for alarm. If door does not function as intended to maintain security- the State is notified, and troubleshooting should start immediately.

2. Test complete door functionality: hold open, forced open, shunt time, emergency exit device, request to exit, etc.

3. Verify and document time for access validation and for alarm annunciation (at door and remotely).

4. Visual inspection of all control unit connections.

5. Visual inspection of all jumper placements and address/option switch settings.

6. Power Supply & UPS checks and/or adjustments (as indicated above)

7. Diagnostic testing, calibration and adjustments.

8. Complete system hardware test.

9. Detailed comprehensive test/inspection and maintenance report reflecting all test items identified above will be submitted to the District Engineer with an ACS event-log report validating door functionality tests. Sample test report is provided in the attached Appendix A.

10. The Contractor shall immediately notify maintenance if they identify any functional problems with the door that causes alarm or allows easy defeat of the security system. These deficiencies shall also be notes in the door test report i.e. closure slamming door too hard, or closure not closing door fast enough; door hinges or locks loose; vent in door rusted out; door hard to open, etc.

K. Contractor shall provide support to the after-hours annual fire alarm testing to verify that all access control doors that should be unlocked during a fire alarm incident are unlocked. Contractor shall re-secure all doors after the fire alarm test has been completed.

L. Camera Test report shall be provided monthly indicating the progress done on testing all the cameras in the system within one year. Refer to sample report in the attached Appendix B.

1. Verify camera performance: picture clarity/focus; QOS-non-jittery picture; field-of-view; video loss; camera title; time stamp. calibrate and adjust camera as required.

2. Verify camera connectivity and configuration using the vendor's discovery application and camera management tool sets. Ensure camera IP addressing (device, subnet, gateway) match network requirements. Ensure there are no duplicate static IP addresses. Ensure all application discovered cameras are viewable and reachable within the video management system. Ensure unnecessary data ports and features are blocked. Ensure all device passwords have been changed from the default password and all cameras are running the latest security firmware and compatible camera software. Compile findings and provide a printout of camera configuration.

3. Quarterly camera cleaning shall be paid separately under the bid item quarterly camera cleaning. While cleaning cameras, technician shall verify and tighten/adjust mounting brackets and cable connections.

M. A monthly camera visual checks shall be conducted for all cameras from the monitors to verify camera functionality that includes at least the following-clarity of usable picture, PTZ control, presets, digital zoom. Activate and verify all presets on the PTZ cameras and verify accurate field of view for the fixed cameras. Calibrate camera focus for presets and

for fixed cameras. Make corrects as applicable.

N. Testing of Video Management system Recording shall be conducted annually. A report shall be provided monthly indicating the progress done on testing all the recorded cameras in the system within one year and identifying test results. Contractor shall playback camera recording of each camera at three (3) different time stamps to verify quality of video, frame rate – play video for five (5) minutes utilize fast forward and fast back and one (1) search tool: time within the same week; one month earlier and two months earlier.

1. Verify video is being recorded at the resolution, frame rate and stored for the duration required.

2. Verify that time stamp on recorded image is in sync with ACS system and correct time is shown on the recording and verify camera labeling on the recording file.

O. IDMS Badging System: The Contractor shall maintain the interface to the Intellisoft IDMS badging system. The Contractor shall coordinate maintenance activities with the IDMS vendor for required software upgrades and to periodically test system performance. The maintenance contractor shall be responsible for the following:

1. All workstations and peripherals.

2. All workstation software updates and patches.

3. Troubleshooting configuration of badging printers

4. As-needed badge layout updates.

5. Coordination with Intellisoft for IDMS updates and modifications.

P. INSPECTIONS - An inspection to evaluate and verify all Control Processing Units for proper operation will be scheduled four times annually. All preventive maintenance is to be performed with each inspection.

1. All Central Processing Units shall be tested for proper operation and supervision.

2. The test and inspection process will be conducted with the highest standard of workmanship in accordance with the manufacturer's recommended procedure and in compliance with all regulatory requirements.

3. Maintenance includes the replacement of unserviceable parts for the control units and peripheral appliances and sensors interfaced with the systems.

4. Service labor is included 24 hours a day, including weekends and holidays with a response time as called for in Section 10.8.

5. The major devices to be tested in this agreement are listed in Attachment A.

6. The selection of card readers and cameras to be inspected/tested shall be scheduled such that all equipment shall be tested at least once over a 3-month period. Proper operation for card readers has to be done at the door and proper operation for cameras can be done from the control workstation.

11.3 CYBERSECURITY - The Contractor shall be responsible for adhering to all requirements outlined in the DOT-A Cybersecurity Implementation Plan (CIP) for all critical systems that process, store, or transmit Airport data, regardless of location. This section is applicable to all or any part of the contract that includes DOT-A defined critical system resources or services for which the Vendor/Contractor has physical or electronic access to Airport data.

A. The term critical system, as used in this Contract, means any equipment, including telecommunications equipment that is used in the automatic acquisition, storage, manipulation, management, control, display, switching, interchange, transmission, or reception of critical operational data or information.

B. The CIP is subject to change as the cybersecurity environment evolves and the Contactor will be given 30 days' notice to review and comment on any proposed changes.

C. Subcontracts. The Contractor shall incorporate the substance of this section in all subcontracts that meet the conditions in paragraph (a) of this section.

1. As identified in the DOT CIP, the Contractor shall:

(1) Provide adequate security on all DOT-A defined critical information systems used to process, store, or transmit Organization data.

(a) Adequate security means the protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

(b) To provide adequate security, the Vendor shall develop, implement, maintain, and implement security controls outlined in the CIP.

(c) The CIP will be based on an approved cybersecurity framework, including the NIST Cybersecurity Framework (CSF), NIST 800-53r5 Controls and Control Enhancements, TSA Notices, and DOT-A cybersecurity policies and procedures.

2. The Security Controls shall contain the following based on the NIST CSF:

(1) Identify- Roles and responsibilities.

(2) Protect- Account Management. Specifically, Contractors shall administrator accounts according to the principles of least privilege and separation of duties, and

(a) Promptly revoke credentials upon

separation

(b) Authentication and Password Management. Specifically, vendors shall enable multi-factor authentication where possible as defined in the Contractor MFA Policy.

(c) Implementation of Identification and Authentication Policy to setup password complexity policy

(3) Detect: Execution of the Vulnerability Management Plan - Immediately report any cybersecurity incidents to the airport.

(4) Respond: Execution of the Incident Response Plan including the participation in Incident response exercises and actual incidents.

(5) Recover: Execution of the disaster recovery plan.

3. The Airport Cybersecurity Coordinator is the approval authority for all waivers or exemptions to this requirement, following consultation with Privacy, Legal, and other business units as appropriate.

4. Compliance: The Airport Auditor shall evaluate vendor cybersecurity efforts by comparing submitted self-certifications to actual practices. Vendors may submit appropriate third-party documentation of compliance in lieu of Organization Auditor inspection.

D. Cybersecurity Implementation Plan. The Vendor shall establish, implement, and maintain security controls as outlined in the CIP. These controls shall be developed and implemented using a phased approach as described in the CIP as being Phase A (0-1 years), Phase B (1-2 years), and Phase C (2-3 years). Contractors will be required to follow CIP guidelines to ensure the appropriate security of critical IT resources that are developed, processed, or used under this contract. The Vendor shall comply with applicable

laws.

E. The Contractor shall ensure that its employees performing under this contract receive annual cybersecurity training. The Contractor shall be responsible to follow strict procedures to meet requirements identified in the CIP/Security Controls. Any software or hardware required to meet these requirements will be negotiated separately outside this contract.

F. In lieu of an annual audit, the Vendor/Contractor may provide to the Airport written documentation of its compliance with the CIP, or the underlying frameworks documented therein, prepared by a third-party.

G. Server Maintenance: employing both visual inspections and server management software conduct the following tasks quarterly.

1. Operating System and server manufacture security updates - review, examine and update critical and non-critical patches - ensure intended patches will not alter the stability of the running system.

2. Operating System and server manufacture system updates - review, examine and update as recommended - ensure all patches will not alter the stability of the running system. Read server logs for security alerts, evidence of infiltration. Document reasons for not implementing the latest software updates.

3. Review, examine, and update antivirus software on all servers and computers on the network.

4. Review and examine server health files.

5. Review, examine and assess hard disk space and hard disk health check.

6. Review, manage and adjust folder permissions.

7. Examine server operating temperature, clean out all fans and air inlets on all systems.

8. Examine and ensure adequate redundancy of systems – ensure growth of primary is matched across the secondary.

H. Network Maintenance: employing both visual inspections and network management software conduct the following tasks quarterly.

1. Check and ensure the electrical and mechanical security of all cables – low voltage and power connections; check the condition of cables, network devices, servers, and all attached computers.

2. Check and ensure active components of the network are clean and are in good working order.

3. Inspect all cabling for breaks, ensure cables are labeled correctly and labels are not coming off, document any changes and update all drawings, replace any worn or unreadable labels.

4. Inspect that cable supports are properly installed and that no attachment points are coming loose.

5. Clean up all disorganized network cabling that is outside of the wire management system.

6. Ensure that the active equipment is not failing, damaged or making unusual operational sounds.

7. Document any preventative maintenance that requires device downtime and coordinate with the network administrator.

8. Check and clean attached workstations and printers.

9. Check network speed settings – network interface card to data switch port, data switch port to data switch port.

I. VM Ware maintenance: employing both visual inspections and server management software conduct the following

tasks quarterly:

1. Virtual host - Review, examine and update as necessary.

2. Operating system - Review, examine and update the operating systems; check all OS patching is current.

3. VMware tools - ensure the tools package is up to date.

4. Virtual machine hardware - Check and update virtual machine hardware; necessary for best performance.

5. Inspect and remove orphaned VMDKs.

6. Inspect and adjust vCPUs; inventory VMs for multiple vCPU usage and expertly prune.

7. Inspect and adjust virtual memory; inventory VMs, ascertain how much memory is allocated, adjust accordingly.

J. The System administrator shall monitor and administer cybersecurity best practices on the system and its devices. This includes auditing workstation set-up and administration personnel adherence to standards.

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

AIRPORTS

A T T A C H M E N T S

VIDEO MONITORING AND ACCESS CONTROL SYSTEM (VMACS)
Major Components to be Maintained - KOA

. . Quantity	Manufacturer	Field location	Component	Description
1	Genetec Inc.	Head-end	Omnicast Federation	Omnicast Enterprise software
1	Omnicast	Head-end	Omnicast Video System .	Vid Server1 • Dir./Archiver
1	Omnicast	Head-end	Omnicast Video System	Vid Server2 /Archiver
2	Promise Technology	Head-end	VTrak J-Class JBODs	Promise VTrak E610fs
2	Promise Technology	Head-end	Promise VTrak Hard drive array	e/w 16 TB Drives, SAS/ SATA disk drive, two 4Gb Fiber Channel SAN host interface ports
1	Qloaic	Head-end	Qlogic Storage Area Network	Qlogic SANbox 5602 fiber switch with (16) 4Gb Ports & (4) 10Gb stacking Non-blocking 4Gb Fiber Channel-lo-SAS/SATA High Availability
2	Hewlett Packard	Head-end	HP Video Server	HP Prolianf DL 380 GS, 2-way Intel (R) Xeon (R)CPU E5440@2.83GHz 2.83GHz 3.25 **RAM,** Dual multifunction Gigabit NICs
4	Genetec Inc.	Head-end	RAID 6 Storage Systems	Genetec Omnicast Server
1	Genetec Inc.	Head-end	SQL Server 2008	Management Software
2	Hewlett Packard	Head-end	Access Control Server	ProLiant DL360 Gen9 2 x Intel(R) Xeon(R) CPU E5-2620 v4 @ 2.10GHz 63.9 GB Memory 3 Logical disks with a total of 1.6 TB
2	Marathon Technologies	Head-end	Stratus	EVERUN ENTERPRISE
1	Johnson Controls	Head-end	Johnson Controls P2000 Vers. 3.14 5006 SP5 Hotfix 3	High availability and disaster recovery software
1	Microsoft	Head-end	WINDOWS SERVER 2016 STD 2-CORE OLP-G SQL SERVER 2017 STANDARD OLP-G SQL SERVER 2017 STANDARD OLP-G SQL SERVER 2017 DEVICE CAL-G	MICROSOFT OS/SQL LICENSING
1	3Com	Head-end	3Com Switch 4800G Switch - 24 ports - L3 managed	Main Switch
2	HP	Head-end	HP Switch 5500 Switch - 48 ports - L3- managed	Field Video Switch
1	HP	Head-end	HP Switch 5500 Switch - 48 ports - L3 - managed	Field Access Switch

. . Quantity	Manufacturer	Field location	Component	Description
3	HP	Head-End	HP 4200 Switch, Layer 2	Workstation Hub
4	Hewlett Packard	Field	V1900-8G Switch JD865A	Switch for workstation
17	Hewlett Packard	Field	V1920-24G SFP JL384A	Switch for ACS
32	Hewlett Packard	Field	V1920-24G SFP PPoE 185 W Switch JL384A	Switch for VMS
12	Hewlett Packard	Field	Z240 TWR i7-7700 WORKSTATION Intel i7 (7th Gen) 7700 / 3.6GHz (Quad-Core) 8MB Cache 8GB DDR3 SDRAM 2TB Hard Drive Gigabit Ethernet Network adapter HD Graphics 630 USB Keyboard & Mouse Windows 10 Pro 64-bit Edition NVIDIA QUADRO P1000 4GB LP VIDEO CARD INSTALLATION & CONFIGURATION	Workstations
2	Hewlett Packard	Head-end	Z240 TWR i7-7700 WORKSTATION Intel i7 (7th Gen) 7700 / 3.6GHz (Quad-Core) 8MB Cache 8GB DDR3 SDRAM 2TB Hard Drive Gigabit Ethernet Network adapter HD Graphics 630 USB Keyboard & Mouse Windows 10 Pro 64-bit Edition NVIDIA QUADRO P1000 4GB LP VIDEO CARD INSTALLATION & CONFIGURATIONT	Workstations
1	Ken-a-Vision	Field	ken-a-vision badge I.D. camera	Ken-a-Vision ID Camera
75	HID	Field	HID RK-40 iClass readers	HID Card Readers
17	Johnson Controls	Field	CK721 Network Controller	Controller
44	Johnson Controls	Field	S300-DIN-RDR2SA	Reader/Door device interface
124	ACTi	Field	ACTi CAM-6600	CAM-6600 Series MPEG·4 ASP Outdoor IP High Speed Dome, 22x Zoom, 1/4" Interfaced CCD sensor, PTZ
1	Veracity	Head-end	Veracity VTN-TN TIMENET GPS NTP Time Server	Network Time Server
1	Tripp Lite	Head-end	8-PORT KVM CONSOLE 19IN LCD	KVM Video Monitor Switch
1	ProX	Head-end	MS-42	40" ATSC+NTSC LCD TV

. . Quantity	Manufacturer	Field location	Component	Description
11	ProX	Field	MS-42	40" ATSC+NTSC LCD TV
11	HP	Field	Z240 MT i7 ACS / VMS CLIENT	Workstation
12	HP	Field	EliteDisplay E221	21.5-inch LED Backlit Monitor (ENERGY STAR)
60	Axis	Field	M5525-E	Indoor PTZ Camera
	Axis	Field	P3225	Outdoor FIX Camera
	Axis	Field	P5635	Outdoor PTZ Camera
. . Quantity	Manufacturer	Field location	Component	Description
4	Matica	Field	Matica 8600	Badge Printer with laminator
4	Thales	Field	Thales C500f	Fingerprint Scanner
4	HID	Field	AccessIS (HID) ATOM	ID Scanner Document Scanner
4	Epson	Field	Epson DS-530II	Page Scanner
4	Canon	Field	Canon Rebel Camera	Canon Rebel Camera with InPhoto SLR software
4	HID	Field	Omni Key 5427CK Gen 2	Badge encoder (reader)
4	Dell	Field	Dell QCS1250 or equal-Intel Core Ultra 5 235 (13 TOPS NPU, 14 cores, up to 5 GHz), Windows 11 Pro, 512 GB SSD, 1 x 16 GB, KB216 Wired keyboard, MS3220 wired Pro Mouse, Displayport 2.1, min 6 USB ports, E2020H monitor	Workstation
2	Quantum	Head-end	Quantum 9-08705-01-VS211DNVR, 9-08705-01; VS-Series VS211D NVR (12xBay) 1xXeon 4514Y(16 cores), 192GB RAM, 2x 480GB M.2 SSD, 7 x 960GB 2.5" SSDs, 2x1100W PSU, 4x 1GbE + 2x 10GbE Base-T Ports, iDRAC Enterprise, 5Y 5x9xNBD standard warranty with NRD	Server
2	Quantum	Head-end	Quantum 9-08708-Quantum VS/QH Series Windows Server 2025, 16 Core OS Standard License, Non-Expiring, installed	Server OS
2	Quantum	Head-end	Quantum WVSSA-SMNN-ANXA-VS-NVR Series Smart NVR Software; Non-Expiring License,	Server VM Software
2	Quantum	Head-end	Upgrade license for preinstalled Windows Server 2025 from Standard to Data Center	OS upgrade license
10	Quantum	Head-end	License for Server for VM MS Windows Server 2025 Data Center Edition	OS for VM
3	Microsoft	Head-end	License for MS SQL Enterprise Edition	Database
4	Microsoft	Head-end	InPhoti ID SLR License	InPhoto License

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

AIRPORTS

A P P E N D I X

APPENDIX A - ACCESS CONTROL SYSTEM TESTING

MAINTENANCE OF VIDEO MONITORING & ACCESS CONTROL SYSTEM (VMACS)

ELLISON ONIZUKA KONA INTERNATIONAL AIRPORT AT KEAHOLE

Contractor shall conduct portal testing as indicated in these documents and shall deliver a monthly report similar to this sample. All portals

Room: Location:			Contractor:									System:					
			ONLINE									UPON ALARM					
DESCRIPTION	DOOR NUMBER	IS DOOR SECURE	Access Granted (IN reader)	Access Denied (reader A)	Access Granted (reader B)	Access Denied (OUT reader)	REX Button	Door Forced	Door Held		Emergency Exit device	Local Alarm Horn/light	Alarm dialog		Yes/ No	COMMENTS	
			TM	TM	TM	TM		T	T		TM						
Panel#																	
.																	
TAMPER SW																	
AC fail/ return																	
Battery fail/return																	
Comm fail/return																	
Firmware Version #																	
TESTED BY:											DATE:						
EVENT LOG OF ALL TEST ACTIVITIES SHOULD BE PROVIDED AS PART OF FINAL TEST REPORT																	

TM- Time for activity

Test the following items at the ACS Panel.

Door Secure	*Verify that the door is secure. Develop a workorder if door or door closure needs adjusting by airport maintenance team.*
Access Denied	*Select a door and present invalid TEST card 'C'. Verify that the* door *is correctly identified and properly reports the event at SOC. Verify that the strike/lock is not operational and does not allow entry through the door. Then present card two more times to the same door and verify alarm is presented to operators at SOC.*
Access Granted	*Select a door and present valid TEST card 'A'. Verify that the strike/lock is operational and allows entry through the door. 2. Open the door and close the* door. *The* door *should re-lock instantly when the* door *closes. 3. Present Test card A and measure the door unlock time. Should be less than two (2) seconds*
Door Held Open	Perform the above testing procedures. However, hold the door open past the programmed time, allowing an alarm indication. Verify that the door is correctly identified and properly reports the event within a 2 second duration (Real time). Measure the door held open time period, and document it. Airport will notify you if this should be adjusted.
Door Forced Open	Select a door and stimulate the door switch without presenting a valid card. This could be achieved by opening the door and putting a pad or shim so that the door lock will not engage, and the door position switch will *close. Close* the door. Force open the *door.* If the door has an horn/light Alarm, check that the *local* audible visual alarm is triggered immediately (within 2 seconds). Reset any local audible
Exit Deice/REX	If the *door* has a free exit device, activate the exit device on the door. The door should open to *allow* exit. Verify that lock/strike is immediately re-energized after door is closed.
Emergency Exit Device	If the door has an Emergency Exit Device, make sure the device is in the armed position and that you have the rest key (if required). Push on the emergency exit device for the period of time as indicated. If this is a delay portal, then a beep shall be initiated until delay expires and then door unlocks. When door is opened, the local alerting device should sound. Close the door and reset any local alerting device. Verify that the door is secure. Verify functionality as indicated.

Test the following supervisory alarms:

- **Tamper/Tamper Return**
- **AC Fail/Return**
- **Battery Fail/Return**
- **Communication Fail/Return**

Provide a "Supervisory' events report for record and for validation of proper functionality**.**

APPENDIX B - VIDEO SYSTEM TESTING

MAINTENANCE OF VIDEO MONITORING & ACCESS CONTROL SYSTEM (VMACS)

ELLISON ONIZUKA KONA INTERNATIONAL AIRPORT AT KEAHOLE

Contractor shall conduct annual camera testing for fixed, PTZ and panoramic cameras as indicated in these documents and shall deliver a monthly report similar to this sample. Camera cleaning shall be conducted quarterly.

			Closest Room: Location:				Contractor:							System:					
							Fixed Camera						PTZ Camera						
CAMERA NAME			CAMERA NUMBER	IP ADDRESS	Firmware Version	IS CAMERA SECURE	Inspect camera	Video Loss	Quality of video	Field-of-View	Focus	Camera Title		Pre-sets at required	Pres-sets in Focus	Preset view titles		Yes/ No	COMMENTS
.																			
Change Password																			
			TESTED BY:											DATE:					
			EVENT LOG OF ALL TEST ACTIVITIES SHOULD BE PROVIDED AS PART OF FINAL TEST REPORT																

Test the following items for the camera.

Camera Secure	*Visually verify that camera is secure and that there are no indications of support mechanism weakening. Inspect mounting hardware.*
Inspect Camera	*Inspect camera housing and camera components for wear, cracks, loose connections and frayed cables*
Video Loss	*Test video loss feature and verify that an alarm is generated.*
Quality of Video	*Video quality shall not be jittery. Verify frame rate and QOS setting to provide best video*
Field-of-View (FOV)	*Verify that the camera is positioned to properly view the area of interest. i.e. no objects have been placed in the FOV to obstruct FOV,; that the camera or the area of interest has not been moved and that the camera has not been slightly moved to not cover intended FOV in center of frame.*
Focus	Determine if the camera is focused properly at the area of interest and focus as required.
Camera Title	Verify that camera title is correct.

Annually test the recorded video for each camera at the video management system:

- **Verify quality of recorded video and frame rate**
- **Verify duration of recorded video**
- **Verify accuracy and Sync of time stamp with ACS**

Ensure Airport Cyber standards are adhered to at each camera

- **Verify password change**
- **Verify latest firm ware is installed and all patches are up-to-date**
- **Verify all unused ports at camera are blocked**
- **Print-out camera configuration**

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

AIRPORTS

P R O P O S A L

PROPOSAL TO THE STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS

PROJECT:	Maintenance of Video Monitoring & Access Control System (VMACS) Ellison Onizuka Kona International Airport at Keahole Kailua-Kona, Hawaii
PROJECT NUMBER:	BH2729-53
TERM OF CONTRACT:	Twelve (12) month period beginning from the date indicated in the Notice to Proceed from the State unless extended at the option of the State as provided in Section 10.15 of the specifications.
LIQUIDATED DAMAGES:	Fines levied by the Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) (Section 10.10) – Fines paid for by the State and/or cost of posting additional security guards due to failure(s) in the VMACS. Responses to VIDEO MONITORING ACCESS CONTROL SYSTEM (VMACS) Dysfunctions: One hundred dollars ($100) per hour, or fraction thereof, will be deducted from the State's payment to the Contractor for failure to meet the response and return to service time required for VMACS dysfunctions as specified in Sections 10.8 and 10.10.
PROJECT MANAGER:	Name: Jonathan Yoshida Address: 400 Rodgers Blvd, Suite 700 Honolulu, Hawaii 96819 Phone No: (808) 838-8875 E-mail: jonathan.r.yoshida@hawaii.gov
ELECTRONIC SUBMITTAL:	Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. See SPECIAL PROVISIONS 2.4 DELIVERY OF PROPOSALS TO HIePRO for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.
NOTE:	PERFORMANCE, BID, AND PAYMENT BONDS ARE NOT REQUIRED FOR THIS PROJECT.

Director of Transportation
Aliiaimoku 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.

PREFERENCES

Bidders acknowledge that while preferences are considered in the evaluation of bids, the award of the contract will be in the amount of the bid offered exclusive of any preferences.

A. HAWAII BIDDER PREFERENCE

In accordance with HRS §103D-302, the Hawaii bidder preference is applicable to this solicitation for evaluation purposes only. Bidders desiring to qualify for the five per cent (5%) preference shall submit with their bid a completed *Hawaii Bidder/Offeror Preference Certification Form* (Form SPO-081) at or before the time set for receipt of bids. Certifications submitted for previous or other solicitations will not be accepted.

( ) Yes, the Bidder elects to receive the Hawaii Bidder Preference and has included the Form SPO-081 with the bid.

STATE OF HAWAII
Hawaii Bidder/Offeror
Preference Certification Form
(As Defined in HRS103D-1001)

I, _____, _____ of
(Authorized Officer's Name) (Office or Position Held)

_____, certify the following:
(Name of Bidder/Offeror)

(1) That the Bidder/Offeror holds a valid commercial place of business located in the State of Hawaii at the following address:

_____

_____,

and that the above-named office was opened on the following date: _____,

and has been staffed by the Bidder/Offeror or an employee of the Bidder/Offeror for not less than two (2) consecutive years immediately preceding the time and date set for the opening of bids or receipt of proposals;

(2) That the bid or proposal in response to IFB/RFP No. _____, is submitted under the name under which the Bidder/Offeror is authorized to do business in the State;

(3) That not less than fifty-one percent (51%) of the total direct labor hours required for performance of the contract will be performed within the State; and

(4) If the Bidder/Offeror is a joint venture, the Bidder/Offeror is composed entirely of parties meeting the requirements of paragraphs (1), (2), and (3).

I certify under penalty of perjury that the above statements are true. I agree to maintain the above qualifications throughout contract performance; any changes in eligibility shall be reported to the Contract Administrator or purchasing agency's contact person identified in the RFP/IFB. I acknowledge that failure to maintain the above qualifications triggers a price adjustment equal to the value of the preference applied and may constitute cause for debarment under HRS §103D-702.

_____
Signature of Authorized Officer

_____
Print Name and Title

_____
Date

PROPOSAL SCHEDULE

MAINTENANCE OF VIDEO MONITORING
AND ACCESS CONTROL SYSTEM (VMACS)
ELLISON ONIZUKA KONA INTERNATIONAL AIRPORT AT KEAHOLE
KAILUA-KONA, HAWAII
PROJECT NO. BH2729-53

Item No. (a)	Description (b)	Quantity (c)	Unit Price (d)	Amount (cxd)
1.	Monthly Maintenance and Repair Services of Video Monitoring and Access Control System (Sections 10 and 11)	12 mo	$_____/mo	$_____
2.	Quarterly Maintenance and Repair Services of Video Monitoring and Access Control System (Sections 10 and 11)	4 qtr	$_____/qtr	$_____
3.	Annual Maintenance and Repair Services of Video Monitoring and Access Control System (Sections 10 and 11)	1 yr	$_____/yr	$_____
4.	Replacement of parts for damage by abuse, vandalism acts of God, or natural disasters	Allow	Allowance	$20,000.00
5.	Regular working hours per man-hr. (technician) for damage by abuse, vandalism, acts of God, or natural disasters	100 hr	$_____/hr	$_____
TOTAL AMOUNT FOR COMPARISON OF BIDS				$_____

NOTES: 1. Bids shall include all Federal, State, County and other applicable taxes and fees.

2. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.

3. Bidders shall complete all unit prices and amounts. Failure to do so shall 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. **Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection.** Original (wet ink, hard copy) proposal documents are not required to be submitted. **Contract award shall be based on evaluation of proposals submitted and uploaded to HIePRO. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.** If there is a conflict between the specification document and the HIePRO solicitation, the specifications shall govern and control, unless otherwise specified.

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

AIRPORTS

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 "«PROJECT_NAME_AND_NO»", 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_ONLY», 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.

SAMPLE

The CONTRACTOR hereby covenants and agrees to furnish, perform and/or deliver all labor, supplies, materials, equipment and services as provided herein «WORKING_DAYS» from the date indicated in the Notice to Proceed from the State, with an option to extend for TWO (2) additional TWELVE (12) MONTH periods subject to the terms specified in Section «SECTION_REFERENCING_OPTION_YEAR» of the Specifications. The total term of this contract shall not exceed THIRTY SIX (36) MONTHS.

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.

SAMPLE

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

SAMPLE

CERTIFICATE FOR PERFORMANCE OF SERVICES

The undersigned bidder does hereby certify that in performing the services required for

_____,
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.

SIGNED and DATED at _____ this ____ day of _____, 2025.
(City, State)

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this

_____day of_____, 20_____

Notary signature_____

Notary public, State of _____

My Commission Expires: _____
(Affix Notary Seal)

_____
Name of Corporation, Partnership, or Individual

_____
Authorized Signature

_____
Print Name and Title of Signer

NOTARY CERTIFICATION (Required)

Document Date: _____ Pages: _____

Notary Print Name: _____ _____Circuit

Document Description: _____

_____ _____
Notary Signature Date
(Affix Notary Seal)