

SPECIFICATIONS

SCOPE OF WORK

The contractor shall provide professional services to implement the State Safety Oversight Program Standards and Procedures in compliance with Federal Transit Administration Requirements for State Safety Oversight of Fixed Guideway Public Transportation Systems.

Services to be provided include but shall not be limited to:

- Provide appropriate updates to and implementation of the HDOT SSO Program Standard and Procedures, in compliance with Federal Transit Administration (FTA) regulation 49 Code of Federal Regulation Part 674 and guidance with regard to safety and security of fixed guideway public transportation.
- Assist the HDOT SSO Program Manager with oversight activities of the Honolulu Authority for Rapid Transportation (HART) including the review of safety plans and supporting documents and activities during design, construction testing and start-up phases of the project.
- Assist the HDOT SSO Program with; achieving FTA SSO Certification; annual reporting to FTA; and, FTA SSO Audits of the HDOT SSO Program.
- Assist the HDOT SSO Program with accident / incident investigations when appropriate and necessary for HDOT SSO Program to mobilize for an investigation.

The HDOT SSO Program estimate of total man-hours (provided by one or more personnel with the required knowledge, skills and abilities) to cover the expected tasking under this Scope of Work for a three (3) month period is approximately 385 hours.

SPECIAL PROVISIONS

1. SCOPE

The contractor shall provide professional services to implement the State Safety Oversight Program Standards and Procedures in compliance with Federal Transit Administration Requirements for State Safety Oversight of Fixed Guideway Public Transportation Systems.

2. CONTRACT ADMINISTRATOR (CA)

For the purpose of this contract, Mr. Brandon Eshenour, or designee, is designated Contract Administrator (CA). The telephone number at which he may be reached is 808 587-2136.

3. STATE'S COMMITMENT

In return for prices submitted, DOT Administration / RTS will purchase all of their requirements for the services specified herein from the successful low bidder; provided however, when performance level is unsatisfactory, the Contract Administrator in consultation with the Procurement Officer may grant an exception to this commitment.

4. TERM OF CONTRACT

The term of contract shall be for 3 month period commencing from the official date on the Notice to Proceed but no later than May 1, 2023.

Unless terminated, the contract may be extended without re-bidding, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than two (2) additional three (3) month periods, or parts thereof. Provided, however, the contract price for the extended period shall remain the same or lower than the initial contract price, subject to any price increase allowed by the contract.

The Contractor or the State may terminate any extended contract period at any time upon ninety (90) days prior written notice.

5. RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to SPO General Provisions, Section 26 for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

The State will verify compliance on Hawaii Compliance Express (HCE).

Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

6. ELECTRONIC PROCUREMENT

The State has established the Hawaii State eProcurement System (HlePRO) to solicit for goods and services electronically. Bidders interested in responding to this electronic solicitation must be registered on the HlePRO.

As part of this procurement process, bidders are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall therefore be subject to a mandatory .75% (.0075) transaction fee, which shall not exceed \$5,000. The transaction fee shall be based on the actual cost of the contract and is payable to the contractor managing the HlePRO.

7. OFFEROR QUALIFICATIONS

In addition to meeting the legal and other requirements to this RFQ, the bidder must meet these bidder qualifications requirements to be considered for award.

- Verifiable experience in the field of State Safety Oversight for Rail Fixed Guideway Transportation.
- US DOT Transportation Safety Institute Transportation System Safety Professional Credential
- Established history (Minimum three (3) years) assisting other states with implementation of State Safety Oversight Program(s) in compliance with Federal Transit Administration (FTA) regulation 49 Code of Federal Regulation Part 674 and guidance with regard to safety and security of fixed guideway public transportation.
- Established history assisting other states with State Safety Oversight program implementation, including the review of safety plans and supporting documents and activities during design, construction testing and start-up phases of the project.
- Established history assisting other states; achieving FTA SSO Certification; annual reporting to FTA; and, FTA SSO Audits.
- Established history assisting other states in accident / incident investigations

8. CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of an offer in response to this solicitation, offeror certifies as follows:

- a. The costs in this offer have been arrived at independently, without consultation, communication, or agreement with any other offeror, as to any matter relating to such costs for the purpose of restricting competition.
- b. Unless otherwise required by law, the cost which have been quoted in this offer have not been knowingly disclosed by the offeror prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
- c. No other attempt has been made or will be made by the offeror to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

9. OFFER PREPARATION

- a. **Offer Quotation.** Unit offer price per man-hour shall be an all inclusive hourly cost to the State (including all applicable taxes) for providing the services detailed under the Scope of Work. Offeror's hourly cost(s) shall be extended to a single price quotation for total cost of hourly labor to cover the Scope of Work for three (3) months. The offeror may include an estimate of additional costs for related expenses (i.e. travel), as warranted by Offer's estimation.
- b. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET) either at the current 4.5% rate for work done on Oahu, or at the 4% rate for work done on other Islands of Hawaii. If, however, an Offeror is a person exempt by the HRS from paying the

GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

- c. **References.** Offeror shall furnish the names and addresses of at least three (3) companies or government agencies that bidder has provided or is currently providing identical or similar items as specified herein. The State reserves the right to contact the listed references to inquire about the bidder's performance.
- d. **Wage certification.** The Offeror shall provide a statement by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS (see section 10, below).

10. STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Offeror is advised that Section 103-55, HRS, provides that the services to be performed in excess of \$25,000 for any governmental agency shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offeror is further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

11. SUBMISSION OF OFFER

Offers must be received electronically through HlePRO prior to the posted Offer Due Date & Time, and shall include Offeror's quotation along with completed copies of attached forms OF-1 and OF-2.

Offers received outside of the HlePRO shall not be considered for award.

12. AWARD OF CONTRACT

- a. **Method of Award.** Award, if made, shall be to the responsive, responsible Offeror submitting the lowest ESTIMATED TOTAL SUM BID PRICE.
- b. **Hawaii Compliance Express.** Refer to Section 26 of the SPO General Provisions. Vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the referenced SPO General Provisions, Section 26.

13. LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly

employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence for bodily injury and property damage And \$2,000,000 in aggregate

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

- i. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
- ii. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
- iii. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

14. PERMITS, LICENSES, AND TAXES

The Contractor shall procure all permits and licenses, during the original or extended contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Failure to procure and maintain valid permits and licenses required by law and these specifications may be cause for the State to terminate the contract.

15. EXECUTION OF CONTRACT

No performance or payment bond shall be required for this contract.

The State shall forward to the successful Offeror a formal contract to be signed by the Contractor and returned within ten (10) days in accordance with Section 29 of the SPO General Provisions.

16. NOTICE TO PROCEED

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed issued by the State upon execution of the contract by both parties. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

17. INVOICING

Contractor shall submit original and two (2) copies, for actual man-hours provided under this contract by the Contractor. Invoices shall reference the contract and purchase order numbers and shall be sent to:

DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL ST., 4TH FLOOR
HONOLULU, HI 96813
ATTN: BRANDON ESHENOUR

Contractor shall submit along with the invoice, a listing of dates and man-hours services rendered for the previous month. Charges for additional services requested by the State, if any, shall be invoiced separately with a full description of the work performed. Charges for the additional services shall be computed at the contractor rate per hour.

Invoice should reference the contract number

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22) will be required for final payment. A copy of the form is attached and is also available at www.spo.hawaii.gov. Select Forms for Vendors/Contractors from the "Quick Links" section of the home page. Alternately, a "Certificate of Vendor Compliance", issued through the Hawaii Compliance Express system, shall be acceptable for final payment requirements.

18. SUBCONTRACTORS

The Contractor shall not delegate any duties listed in this solicitation to any subcontractor unless the Contract Administrator has given written approval. The State reserves the right to approve all subcontractors and shall require the primary contractor to replace any subcontractors found to be unacceptable. The primary contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary contractor performs them.

19. RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

20. REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Procurement Officer.

21. LIQUIDATED DAMAGES

Refer to Section 9 of the AG General Conditions, Form AG-008, as revised. Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) per each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.