

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS
HONOLULU, HAWAII

SPECIAL PROVISIONS, SPECIFICATIONS, PROPOSAL
AND CONTRACT

FOR

FURNISHING OF CDS RIMS MAINTENANCE SERVICES, STATEWIDE
FEDERAL-AID PROJECT NO. SPR-0010(052) UNIT 1 CDS

2024

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

The receiving of bids for FURNISHING OF CDS RIMS MAINTENANCE SERVICES, STATEWIDE, FEDERAL-AID PROJECT NO. SPR-0010(052) UNIT 1 CDS, 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 plans, specifications, proposal, and additional documents designated or incorporated by reference shall be available in HiePRO.

HiePRO OFFER DUE DATE & TIME is November 20, 2024, 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 ongoing support, revisions, modifications to the Highway Planning Survey Section's existing Coordinated Data System (CDS) and associated applications.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HiePRO **no later than November 6, 2024, 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 pre-bid conference, the meeting minutes, and/or 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.

The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order 11246, as amended, shall be complied with on this project.

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

If you have any questions, contact Jennifer Arinaga, Project Manager, of our Planning Branch, at (808) 587-1838, or by email at jennifer.arinaga@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.



ROBIN K. SHISHIDO
Deputy Director of Transportation for Highways

HIePRO RELEASE DATE: October 30, 2024

TABLE OF CONTENTS

		<u>PAGE</u>
Notice to Bidders		
Notice of Requirements for affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)		
Disadvantaged Business Enterprise (DBE) Requirements		
Special Provisions		SP-1 - SP-5
<u>Specifications</u>		
Section 1	Definition of Terms	1-1 - 1-4
Section 2	Proposal Requirements and Conditions.....	2-1 - 2-3
Section 3	Award and Execution of Contract	3-1 - 3-3
Section 4	Scope of Work.....	4-1 - 4-3
Section 5	Control of Work	5-1 - 5-3
Section 6	Control of the Material and Equipment	6-1 - 6-3
Section 7	Legal Relations and Responsibility	7-1 - 7-4
Section 8	Prosecution and Progress.....	8-1 - 8-8
Section 9	Payment	9-1 - 9-2
Section 10	CDS RIMS Maintenance Services.....	10-1 - 10-21
Section 11	Supplemental Information.....	11-1 - 11-2
Appendix A	Pre-Qualification Questionnaire.....	Q-1 - Q-7
Proposal		PF-1 - PF-5
Proposal Schedule		PF-6 - PF-7
Forms		
Contract		
Certificate for Performance of Service		

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Bidder's attention is called to the "Equal Opportunity" and the "Specific Equal Employment Opportunity Responsibilities" set forth in the "Required Federal Aid Construction Contract Provisions."

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work on this project are as follows:

CATEGORY	TIMETABLE	GOAL
Female participation in each trade	Indefinite	6.9%
Minority participation in each	None	69.1% (Oahu)
Trade (female included)	None	70.4% (Hawaii, Maui, Kauai)

These goals are applicable to all the Contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or Federally assisted construction contract or subcontract.

The Contractor's compliance with the Executive Order shall be based on its implementation of the Equal Opportunity Clause, and its efforts to meet the goals established for the contract resulting from this solicitation. The hours of female and minority employment and training must be substantially uniform throughout the length of the contract, and in trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract and Executive Order. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Area Director, Hawaii Area Office, Office of Federal Contract Compliance Programs, U.S. Department of Labor, 300 Ala Moana Blvd., P.O. Box 50149, Honolulu, Hawaii 96850, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; and estimated starting and completion dates of the subcontract. The Contractor shall indicate which are minority group subcontractors and the ethnic identity and sex of the owner(s) and policy-making official(s).

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

I. GENERAL

This project is subject to Title 49, Code of Federal Regulations, Part 26, entitled "Participation by Disadvantaged Business Enterprise in Department of Transportation Financial Assistance Programs," hereinafter referred to as the ("DBE Regulations") and is incorporated and made a part of this contract herein by this reference. The following shall be incorporated as part of the contract documents for compliance. If any requirements herein are in conflict with the general provisions or special provisions applicable to this project, the requirements herein shall prevail unless specifically superseded or amended in the special provisions or by addendum.

II. POLICY

It is the policy of the U.S. Department of Transportation ("USDOT") and the State of Hawaii, Department of Transportation and its political subdivisions ("Department") that Disadvantaged Business Enterprises ("DBE"), as defined in the DBE Regulations, have an equal opportunity to receive and participate in federally assisted contracts.

III. DBE ASSURANCES

Each contract signed with a prime contractor (and each subcontract the prime contractor signs with a subcontractor) shall include the following assurance:

"The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate which may include, but is not limited to; 1) withholding monthly progress payments; 2) assessing sanctions; 3) liquidated damages; and/or 4) disqualifying the contractor from future bidding as non-responsible."

The prime contractor agrees to include the above statements in any subsequent contracts that it enters into with other contractors and shall require those contractors to include similar statements in further agreements.

IV. BIDDER/OFFEROR RESPONSIBILITIES

All bidders/offerors are required to register with the Department's OCR, DBE Section, using the Bidder Registration Form, which can be downloaded from the Department's website at <http://hidot.hawaii.gov/administration/ocr/dbe/dbe-program-forms/>. Certified DBEs are considered registered with the Department and are not required to submit a

Bidder Registration Form. All other bidders/offerors are required to complete this form which may be faxed to (808) 831-7944, e-mailed to HDOT-DBE@hawaii.gov, or mailed to the HDOT DBE Section at 200 Rodgers Boulevard, Honolulu, Hawaii, 96819. Registered bidders/offerors are posted on the website listed above.

Bidders/offerors, subcontractors, manufacturers, vendors or suppliers, and trucking companies shall fully inform themselves with respect to the requirements of the DBE Regulations. Particular attention is directed to the following matters:

- A. Bidders/offerors shall take all necessary steps to ensure that DBEs have an opportunity to participate in this contract.
- B. DBEs may participate as a consultant, prime contractor, subcontractor, trucking company, or vendor of materials or supplies. DBEs may also team with other DBEs or non-DBE firms as part of a joint venture or partnership.
- C. Agreements between a bidder/offeror and a DBE in which an DBE promises not to provide subcontracting quotations to other bidders/offerors are strictly prohibited.
- D. A DBE shall be certified by the Department under the appropriate North American Industry Classification System (NAICS) code and work in their registered field of work in order for credit to be allowed.
- E. Information regarding the current certification status of DBEs is available on the internet at <https://hdot.dbesystem.com/>.
- F. Commercially Useful Function (“CUF”). An DBE must perform a CUF. This means that an DBE must be responsible for the execution of a distinct element of the work, must carry out its responsibility by actually performing, managing, and supervising at least 30% of the work involved by using its own employees and equipment, must negotiate price, determine quality and quantity, order and install material (when applicable), and must pay for the material itself.¹

To determine whether an DBE is performing a CUF, the Department must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, the DBE credit claimed for performance of the work, and other relevant factors. The prime contractor is responsible to ensure that the DBE performs a CUF.

V. PROPOSAL REQUIREMENTS

- A. DBEs must be certified by the bid opening date.

¹ The use of joint checks payable to an DBE subcontractor and supplier may be allowed to purchase materials and supplies under limited circumstances. See VII USE OF JOINT CHECKS UNDER THE DBE PROGRAM

- B. DBE subcontractors, manufacturers, suppliers, trucking companies, and any second tier subcontractors shall be listed on the respective DBE forms as specified below in order to receive credit.
- C. The following forms are due to the Department's Project Manager or designee **by the close of business, 4:30 P.M. Hawaii Standard Time (HST), five (5) days after bid opening:**²
1. DBE Confirmation and Commitment Agreement. This form must be signed by the bidder/offeror and each DBE subcontractor, manufacturer, supplier, or trucking company. Information to be provided on the form shall include, among other things, the project number, the DBE's NAICS codes, description of work, bid items with corresponding price information, prime contractor name and contact information DBE name and contact information and subcontractor name and contact information if the DBE is a second tier subcontractor.
 2. DBE Contract Goal Verification and Good Faith Efforts (GFE) Documentation for Construction. List the dollar amount of all subcontractors, manufacturers, suppliers, and trucking companies (both DBE and non-DBE firms). Bidder/offeror must also list the DBE project goal on this form (See paragraph D below regarding goal calculation). The bidder/offeror must submit documentation demonstrating how the DBE goal was met or how the bidder/offeror attempted to meet the goal if the goal was not met. This documentation shall include quotations for both DBE and non-DBE subcontractors when a non-DBE is selected over a DBE for the project. **Documentation of good faith efforts is required irrespective of whether the bidder/offeror met the DBE project goal.**
- The above forms must be complete and provide the necessary information to properly evaluate bids/proposals. Failure to provide any of the above shall be cause for bid/proposal rejection.**
- D. Calculation of the DBE contract goal for this project is the proportionate contract dollar value of work performed, materials, and goods to be supplied by DBEs. DBE credit shall not be given for mobilization, force account items and allowance items. This DBE contract goal is applicable to all the contract work performed for this project and is calculated as follows:
1. DBE contract goal percentage = Contract Dollar Value of the work to be performed by DBE subcontractors and manufacturers, plus 60% of the contract dollar value of DBE suppliers, divided by the sum of all contract items (sum of all contract items is the total amount for comparison of bids less mobilization, force account items, and allowance items).

² In computing calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or holiday.

2. The Department shall adjust the bidder's/offeror's DBE contract goal to the amount of the project goal if it finds that the bidder/offeror met the goal but erroneously calculated a lower percentage. If the amount the bidder/offeror submits as its contract goal exceeds the project goal, the bidder/offeror shall be held to the higher goal.

VI. COUNTING DBE PARTICIPATION TOWARDS CONTRACT GOAL

- A. Count the entire amount of the portion of a contract (or other contract not covered by paragraph B below) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work on the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
- B. Count the entire amount of fees or commissions charged by an DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the Department determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- C. When an DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself an DBE. Work that an DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- D. When an DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- E. Count expenditures to an DBE contractor toward DBE goals only if the DBE is performing a CUF on that contract.
- F. The following is a list of appropriate DBE credit to be allowed for work to be performed by an DBE subcontractor. Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
 1. If the materials or supplies are obtained from an DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals;
 2. For purposes of determining DBE goal credit, a manufacturer is a firm that operates or maintains a factory or establishment that produces (on the premises) the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications;

3. If the materials or supplies are purchased from an DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals;
4. For purposes of determining DBE goal credit, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business;
5. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question;
6. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in the DBE Regulations, if the person both owns and operates distribution equipment for the products. Any supplementing of a regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis;
7. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers;
8. With respect to materials or supplies purchased from an DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals; however,
9. If a firm is not currently certified as an DBE in accordance with standards of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in §26.87(i);
10. Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward the Department's overall goal; and
11. Do not count the participation of an DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

G. The following factors are used in counting DBE participation for trucking companies:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular

contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals;

2. The DBE must itself own and operate at least one (1) fully licensed, insured, and operational truck used on the contract;
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as an DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
5. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate Department operating administration.
EXAMPLE: DBE firm X uses two (2) of its own trucks on a contract, leases two (2) trucks from DBE Firm Y and six (6) trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four (4) of the six (6) trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight (8) trucks. With respect to the other two (2) trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z;
6. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
EXAMPLE: DBE Firm X uses two (2) of its own trucks on a contract. It leases two (2) additional trucks from non-DBE Firm Z. Firm X uses its own employees to drive the trucks leased from Firm Z. DBE credit would be awarded for the total value of the transportation services provided by all four (4) trucks; and
7. For purposes of determining whether a trucking firm performs a CUF, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- H. The bidder/offeror may be a joint venture or partnership that has a certified DBE as a partner. A “Joint Venture” means an association between an DBE firm and one (1) or more other firms to carry out a single, for-profit, business enterprise for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract, and whose share in the capital contribution, control, management, risks and profits are commensurate with its ownership interest.
- I. Effects of a Summary Suspension of an DBE. When an DBE’s certification is suspended, the DBE may not be considered to meet a contract goal on a new contract and any work it does on a contract received during the suspension shall not be counted towards the overall goal. The DBE may continue to perform work under an existing contract executed before the DBE received a Notice of Suspension and may be counted towards the contract goal during the period of suspension as long as the DBE is performing a CUF under the existing contract.
- J. Effects of Decertification of an DBE. Should an DBE become decertified during the term of the subcontract for reasons beyond the control of and with no fault or negligence on the part of the contractor, the work remaining under the subcontract may be credited towards the contract goal, but are not included in the overall accomplishments.

Should the DBE be decertified after contract award and before notice to proceed, the contractor must still meet the DBE goal by either: a) withdrawing the subcontract from the DBE and expending good faith efforts to replace it with an DBE that is currently certified for that same work; or b) continuing with the subcontract with the decertified firm and expending good faith efforts to find other work not already subcontracted out to DBEs in an amount to meet the DBE goal either by; 1) increasing the participation of other DBEs on the project; 2) documenting good faith efforts; or 3) by a combination of the above.

VII. USE OF JOINT CHECKS UNDER THE DBE PROGRAM

- A. The following guidelines apply to the use of joint checks:
 - 1. The second party (typically the prime contractor) acts solely as a guarantor;
 - 2. The DBE must release the check to the supplier;
 - 3. The use of joint checks is a commonly recognized business practice;
 - 4. The Department must approve the use of joint checks prior to use by contractors and/or DBEs. As part of this approval process the Department will analyze industry practice to confirm that the use of joint checks is commonly employed outside of the DBE program for non-DBE subcontractors on both federal and state funded contracts. Using joint checks shall not be approved if it conflicts with other aspects of the DBE Regulations regarding CUF; and
 - 5. The Department will monitor the use of joint checks closely to avoid abuse.

- B. Contractors and DBEs should review the following general guidelines when determining whether to use joint checks closely to avoid abuse:
1. That standard industry practice applies to all contractors (federal and state contracts);
 2. Use of joint checks must be available to all subcontractors;
 3. Material industry sets the standard industry practice, not prime contractors;
 4. Short term, not to exceed reasonable time (i.e., one (1) year, two (2) years) to establish/increase a credit line with the material supplier;
 5. No exclusive arrangement between one (1) prime and one (1) DBE in the use of joint checks that might bring the independence of the DBE into question;
 6. Non-proportionate ratio of DBE's normal capacity to size of contract and quantity of material to be provided under the contract;
 7. The DBE is normally responsible to install and furnish the work item; and
 8. The DBE must be more than an extra participant in releasing the check to the material supplier.
- C. The Department shall allow the use of joint checks if the following general conditions are met:
1. DBE submits request to the Department for action;
 2. There is a formalized agreement between all parties that specify the conditions under which the arrangement shall be permitted;
 3. There is a full and prompt disclosure of the expected use of joint checks;
 4. The Department will provide prior approval;
 5. DBE remains responsible for all other elements of 49 CFR 26.55(c)(1);
 6. The agreement states clearly and determines that independence is not threatened because the DBE retains final decision making responsibility;
 7. The Department will determine that the request is not an attempt to artificially inflate DBE participation;
 8. Standard industry practice is only one (1) factor;
 9. The Department will monitor and maintain oversight of the arrangement by reviewing cancelled checks and/or certification statement of payment; and
 10. The Department will verify there is no requirement by prime contractor that the DBE is to use a specific supplier nor the prime contractor's negotiated unit price.

VIII. DEMONSTRATION OF GOOD FAITH EFFORTS FOR CONTRACT AWARD

- A. When a project goal is not met, the Department shall conduct the initial review of GFE submitted by the bidder/offeror and shall determine whether the bidder/offeror has performed the quality, quantity, and intensity of efforts that demonstrate a reasonably active and aggressive attempt to meet the contract goal in accordance with 49 CFR Part 26, Appendix A.

- B. The bidder/offeror bears the responsibility of demonstrating that it met the contract goal, or if the contract goal was not met, by documenting the GFE it made in an attempt to meet the goal. It is the sole responsibility of the bidder/offeror to submit any and all documents, logs, correspondence, and any other records or information to the Department that will demonstrate that the bidder/offeror made good faith efforts to meet the DBE goal.
- C. In its good faith evaluation, the Department shall perform the following as part of its evaluation: a) compare the bidder's/offeror's bid against the bids/offers of other bidders/offerors, and compare the DBEs and DBE work areas utilized by the bidder/offeror with the DBEs listed in other bids/offers submitted for this contract (If other bidders obtained DBEs in a particular work area in which the low bidder did not, the Department shall take this into consideration in its evaluation); b) verify contacts by bidders/offerors with DBEs; and c) compare the DBE and the categories of DBE work targeted by the bidder/offeror for participation in the contract, with the total pool of available DBEs ready, willing and able to perform work on each particular subcontract targeted by the bidder/offeror.
- D. Actions on the part of the bidder/offeror that will be considered demonstrative of good faith efforts include, but are not limited to, the following:
1. Whether the bidder/offeror submitted the required information (i.e., DBE name, address, NAICS code, description of work, project name, and number), and dollar amounts for all subcontractors, within five (5) days of bid opening;
 2. Whether the bidder/offeror solicited through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform part or all of the work to be included under the contract. The Department will also consider whether the bidder/offeror solicited the participation of potential DBEs as early in the procurement process as practicable, and allowed sufficient time for the DBEs to properly inquire about the project and respond to the solicitation. The Department will also review whether the bidder/offeror took appropriate steps to follow up with interested DBEs in a timely manner to facilitate participation by DBEs in this project;
 3. Whether the bidder/offeror identified and broke up portions of work that can be performed by DBEs in order to increase the likelihood that an DBE will be able to participate, and that the DBE goal could be achieved (e.g., breaking out contract items into economically feasible units to facilitate DBE participation even when the bidder/offeror might otherwise prefer to self-perform these work items with its own forces);
 4. Whether the bidder/offeror made available or provided interested DBEs with adequate information about the plans, specifications, and requirements of the project in a timely manner, and assisted them in responding to the bidder's/offeror's solicitation;

5. Whether the bidder/offeror negotiated in good faith with interested DBEs. Evidence of such negotiations includes documenting: a) the names, addresses and telephone numbers of DBEs that were contacted; b) a description of the information that was provided to DBEs regarding the plans and specifications; and c) detailed explanation for not utilizing individual DBEs on the project;
6. Whether the bidder/offeror solely relied on price in determining whether to use an DBE. The fact that there may be additional or higher costs associated with finding and utilizing DBEs are not, by itself, sufficient reasons for a bidder's/offeror's refusal to utilize an DBE, or the failure to meet the DBE goal, provided that such additional costs are not unreasonable. Also, the ability or desire of a bidder/offeror to perform a portion of the work with its own forces, that could have been undertaken by an available DBE, does not relieve the bidder/offeror of the responsibility to make good faith efforts to meet the DBE goal, and to make available and solicit DBE participation in other areas of the project to meet the DBE goal;
7. Whether the bidder/offeror rejected DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The DBEs standing within the industry, membership in specific groups, organizations or associations, and political or social affiliation are not legitimate basis for the rejection or non-solicitation of bids from particular DBEs;
8. Whether the bidder/offeror made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance;
9. Whether the bidder/offeror made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services;
10. Whether the bidder/offeror effectively used the services of available minority/women community organizations, minority/women business groups, contractors' groups, and local, state and federal minority/women business assistance offices or other organizations to provide assistance in recruitment and placement of DBEs;
11. Whether the bidder/offeror, who selects a non-DBE over an DBE subcontractor, has quotes of each DBE and non-DBE subcontractor submitted to the bidder for work on the contract; and for each DBE that was contacted but not utilized by the bidder/offeror for a contract, the bidder/offeror has a detailed written explanation for each DBE detailing the reasons for the bidder's/offeror's failure or inability to utilize, or to allow the DBE to participate in the contract; and
12. Whether other bidders/offerors met the goal and whether the apparent successful bidder/offeror could have met the goal with additional efforts. The Department may determine that an apparent successful bidder/offeror who fell short of meeting the goal, made good faith efforts when it met or exceeded the average DBE participation obtained by other bidders/offerors.

IX. ADMINISTRATIVE RECONSIDERATION.

If it is determined by the Department that the apparent successful bidder/offeror has failed to meet the provisions of 49 CFR Section 26.53(a), the bidder/offeror may submit a request for administrative reconsideration. If under the provisions of 49 CFR, Section 26.53(d), it is determined by the Department that the apparent successful bidder/offeror has failed to meet the provisions of this subsection, the bidder/offeror may submit a written request for administrative reconsideration.

- A. Within five (5) working days of being informed in writing by the Department that the bidder/offeror has not documented sufficient GFE, a bidder/offeror may request administrative reconsideration. Bidders/offerors should make this request in writing to the following official:

Director of Transportation
Hawaii Department of Transportation
869 Punchbowl Street, Room 509
Honolulu, Hawaii 96813

- B. The reconsideration official, or his or her designee (referred to as “reconsideration official”), shall not have played any role in the original determination that the bidder/offeror failed to meet the goal or make adequate good faith efforts to do so.
- C. As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate GFE to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate GFE to do so.
- D. In an administrative reconsideration, the reconsideration official will review all previously submitted documents, oral and written arguments, and other evidence presented in the reconsideration, in making the decision.
- E. The Department shall inform the bidder/offeror of the decision within thirty (30) days of the proceeding. The decision will state the Department’s findings, and explain the basis of those findings, with respect to whether or not the bidder/offeror met the contract goal, or whether or not the bidder/offeror made adequate GFE to achieve the contract goal.
- F. The reconsideration decision is not administratively appealable to USDOT but is appealable under HRS 103D-709.

X. AWARD OF CONTRACT

- A. In a sealed bid procurement, the Department reserves the right to reject any or all bids. The award of contract, if it is awarded, will be to the lowest responsive and responsible bidder who meets or exceeds the DBE project goal, or who makes

good faith efforts to meet or exceed the DBE project goal, as determined by the Department.

- B. If the lowest responsible bidder does not meet the DBE project goal and does not demonstrate to the satisfaction of the Department that it made good faith efforts to meet the DBE project goal, such bid shall be rejected as non-responsive. The Department will then consider the next lowest responsive and responsible bidder for award in accordance with paragraph A above.

XI. REPLACEMENT OF AN DBE ON A PROJECT WITH A CONTRACT GOAL

Under this contract, the prime contractor shall utilize the specific DBE listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Department to replace an DBE. If the Department's consent is not provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The Department reserves the right to request copies of all DBE subcontracts.

The Department will require a contractor to make good faith efforts to replace an DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. A prime contractor's inability to find a replacement DBE at the original price is not sufficient to demonstrate that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

The Department will require the prime contractor to promptly provide written notice to the project manager of the DBE's inability or unwillingness to perform and provide reasonable documentation.

The written notice by the contractor must include the following:

1. The date the contractor determined the certified DBE to be unwilling, unable or ineligible to perform work on the contract;
2. The projected date that the contractor shall require a substitution or replacement DBE to commence work if consent is granted by the Department;
3. Documentation of facts that describe and cite specific actions or inactions on the part of the affected DBE that led to the contractor's conclusion that the DBE is unwilling, unable, or ineligible to perform work on the contract;
4. A brief statement of the affected DBE's capacity and ability or inability to perform the work as determined by the contractor;
5. Documentation of contractor's good faith efforts to enable affected DBE to perform the work;
6. The current percentage of work completed on each bid item by the affected DBE;

7. The total dollar amount currently paid per bid item for work performed by the affected DBE;
8. The total dollar amount per bid item remaining to be paid to the DBE for work completed but for which the DBE has not received payment, and with which the contractor has no dispute; and
9. The total dollar amount per bid item remaining to be paid to the DBE for work completed, for which the DBE has not received payment, and with which the contractor and DBE have a dispute.

The prime contractor shall send a copy of the written notice to replace a certified DBE on a contract to the affected DBE. The affected DBE may submit a written response within five (5) calendar days to the Department to explain its position on its performance on the committed work. The Department shall consider both the prime contractor's request and DBE's stated position before approving the termination or substitution request, or determining if any action shall be taken against the contractor.

There shall be no substitution or termination of an DBE subcontractor at any time without the prior written consent of the Department. The Department will provide written consent only if the contractor has good cause, as determined by the Department, to terminate the DBE. Good cause may include, but is not limited to the following circumstances:

1. The DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards;
3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law;
6. The Department has determined that the listed DBE subcontractor is not a responsible contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides to the Department written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required; and
9. An DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.

Upon approval from the Department to replace an DBE, the contractor's good faith efforts shall be documented and submitted to the Department within seven (7) calendar days. This time period may be extended for another seven (7) calendar days upon request by the prime contractor.

If an DBE subcontractor is unable to perform work under the contract, and is to be

replaced, the contractor's failure to obtain a substitute certified DBE or to make good faith efforts to obtain such a substitute DBE subcontractor to perform said work, may constitute a breach of this contract for which the Department may terminate the contract or pursue such remedy as deemed appropriate by the Department.

XII. CONTRACT COMPLIANCE

This contract is subject to contract compliance tracking, and the prime contractor and all subcontractors are required to report payments electronically in the HDOT online Certification and Contract Compliance Management System (hereafter referred to as "online tracking system"). The prime contractor shall report the date payment was made by the Department and shall report payment to all subcontractors for the audit period. The prime contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the online tracking system on a regular basis to manage contact information and contract records.

The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up-to-date. HDOT may require additional information related to the contract to be provided electronically through the online tracking system at any time before, during, or after contract award. Information related to contractor access of the online tracking system will be provided to designated point of contact with each contractor upon award of the contract. The online tracking system is web-based and can be accessed at the following Internet address: <https://hdot.dbesystem.com/>.

XIII. PAYMENT

- A. The Department will make an estimate in writing each month based on the items of work performed and materials incorporated in the work and the value therefore at the unit prices or lump sum prices set forth in the contract. All progress estimates and payments will be approximate only and shall be subject to correction at any time prior to or in the final estimate and payment. The Department will not withhold any amount from any payment to the contractor, including retainage.
- B. The contractor shall pay all subcontractors within ten (10) calendar days after receipt of any progress payments from the Department. This clause applies to both DBE and non-DBE subcontractors, and all tiers of subcontracts.
- C. The contractor will verify that payment or retainage has been released to the subcontractors or its suppliers within the specified time through entries in the Department's online tracking system during the corresponding monthly audits. Prompt payment will be monitored and enforced through the contractor's reporting of payments to its subcontractors and suppliers in the online tracking system.

Subcontractors, including lower tier subcontractors and/or suppliers will confirm the timeliness and the payment amounts received utilizing the online tracking system. Discrepancies will be investigated by the DBE Program Office and the project engineer. Payments to the subcontractors, including lower tier subcontractors, and including retainage released after the subcontractor or lower tier subcontractor's work has been completed to the Department's satisfaction, will be reported by the Contractor or the subcontractor.

- D. When any subcontractor has satisfactorily completed its work as specified in the subcontract, and there are no bona fide disputes, the contractor shall make prompt and full payment to the subcontractor of all monies due, including retainage, within ten (10) calendar days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented, as required by the Department. The contractor must obtain the prior written approval from the Department before it can continue to withhold retainage from any subcontractor who has completed its portion of the work. This clause applies to both DBE and non-DBE subcontractors, and all tiers of subcontracts.

XIV. RECORDS

The contractor shall maintain and keep all records necessary for the Department to determine compliance with the contractor's DBE obligations. The records shall be available at reasonable times and places for inspection by the Department and appropriate Federal agencies. The records to be kept by the contractor shall include:

1. The names, race/ethnicity, gender, address, phone number, and contact person of all DBE and non-DBE consultants, subcontractors, manufacturers, suppliers, truckers and vendors identified as DBEs;
2. The nature of work of each DBE and non-DBE consultant, subcontractor, manufacturer, supplier, trucker and vendor;
3. The dollar amount contracted with each DBE and non-DBE consultant, subcontractor, manufacturer, supplier, trucker and vendor; and
4. Cumulative dollar amount of all change orders to the subcontract.

XV. FAILURE TO COMPLY WITH DBE REQUIREMENTS

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. All contractors, subcontractors, manufacturers and suppliers are hereby advised that failure to carry out all DBE requirements specified herein shall constitute a material breach of contract that may result in termination of the contract or such other remedy as deemed appropriate by the Department including but not limited to: 1) withholding monthly progress payments; 2) assessing sanctions; 3) liquidated damages; and/or 4) disqualifying the contractor from future bidding as non-responsible.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

SPECIAL PROVISIONS

The Specifications contained herein are amended as follows:

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

1.33 SUBCONTRACTOR is amended by deleting it and replacing it with the following:

“1.33 SUBCONTRACTOR – An individual, partnership, firm, corporation, or 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.”

Add the following to the end of the Section:

“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:

2.1 QUALIFICATION OF BIDDERS – is to be amended by adding the following after the first paragraph:

“Attention is directed to the provisions of Chapter 444, H.R.S., regarding the licensing of contractors in the State.”

2.3 PROPOSAL GUARANTEE is deleted in its entirety.

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

“**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. Bidders shall 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.”

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

“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.”

2.6 PUBLIC OPENING OF PROPOSALS is not applicable.

Add the following to the end of the Section:

“2.9 CERTIFICATION FOR PERFORMANCE OF SERVICES – Pursuant to Section 103.55, Hawaii Revised Statutes, and unless indicated otherwise, each bidder is required to submit the attached “Certificate for Performance of Services” in the event he submits a bid in excess of \$25,000. This **notarized original** certificate must be submitted to said Contracts Office, Department of Transportation, 869 Punchbowl Street, Honolulu, Hawaii 96813, before entering a contract to perform the services.

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

<u>Class</u>	<u>BU</u>	<u>Salary Range</u>	<u>Minimum Pay Rate</u>
Information Technology Specialist V Band B	13	SR-24	\$ 34.14

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 bidders’ responsibility to verify the accuracy of the wage rates contained herein and to provide for changes in the minimum wages, which must be paid to personnel working in this project at all times. Information on the status of the Bargaining Unit (BU) contracts can be obtained from the State Department of Transportation, Highways Division, Personnel Management office (808-587-2229) or online at: <http://www.hawaii.gov/hrd/main/cccd/>

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, as may be according to the bidder’s common hiring practice. However, the principal duties of employees other than those listed herein above 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 3 – AWARD AND EXECUTION OF CONTRACT is amended as follows:

3.1 AWARD OF CONTRACT shall be amended by adding the following paragraph to the end of the subsection:

“Any bid lacking a price disqualifies the bidder and shall be grounds for rejection of bids.”

D. SECTION 4 – SCOPE OF WORK

4.6 VARIATION IN QUANTITY – is amended by replacing the entire subsection with the following:

“4.6 CONTRACT TO BE INDEFINITE QUANTITY – The requirement for the maintenance and repair services furnished by the Contractor will be on an “as-needed” basis as called for in these Specifications at the applicable unit price bid during the term of this contract including any extensions and, in such numbers, as may be required by the State. The quantities specified in the contract is an estimate and does not signify a minimum or maximum amount. The unit bid price indicated by the Contractor shall be applicable and binding under the terms of this contract.”

E. SECTION 6 – CONTROL OF MATERIAL AND EQUIPMENT

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. Requests shall be submitted via email to the Contact person listed in HiePRO for the solicitation and also posted as a question in HiePRO under the question/answer tab referencing the email with the request. The request must be posted in HiePRO no later than fourteen (14) calendar days before the bid opening date.”

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.”

F. SECTION 7 – LEGAL RELATIONS AND RESPONSIBILITY

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

“7.8 LABOR AND COMPENSATION REQUIREMENTS - Pursuant to Section 103-55, H.R.S., Wages, Hours, Working Conditions of Employees of Contractor's Supplying Services, services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work. Additional information on the requirements of Section 103-55, H.R.S. may be obtained at http://www.capitol.hawaii.gov/hrscurrent/Vol02_Ch0046-0115/HRS0103/HRS_0103-0055.htm

The Contractor shall be required to comply with the laws of the U.S. Immigration and Naturalization Service (USINS) and Section 103-57, Hawaii Revised Statutes, whichever is more severe. The Department reserves the right to periodically check the employable status of persons listed on the certified payroll certificates. Any person who is found to be an illegal alien (undocumented alien) under the laws of the USINS or Section 103-57, HRS, shall be immediately dismissed from the project and not be rehired until he or she is properly cleared.”

7.9.C. Commercial General Liability is amended in its entirety to read as follows:

“C. Commercial General Liability:

The Contractor shall obtain General Liability insurance with a limit of not less than \$2,000,000 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.”

Add the following to the end of the section:

“7.10 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall conduct his maintenance operations with due regard to the convenience and safety of the public at all times. The protection of persons and property shall be provided by the Contractor.

All work under this contract shall be in full compliance with Subsection 107.11, Safety: Accident Prevention and 107.12, Protection of Persons and Property of the Standard Specifications. Refer to Section 1.40, Standard Specifications of the Special Provisions for the definition of Standard Specifications.

The Contractor shall take all necessary precautions to protect all his/her employees and all other personnel from hazards and injuries. The rules and regulations promulgated by the U.S. Department of Labor Occupational Safety and Health Acts (OSHA); the Hawaii Department of Labor and Industrial Relations (DLIR) Hawaii Occupational Safety and Health Division (HIOSH) and any other applicable federal, state, and local rules and regulations are not included herein, but are applicable and made part of these specifications.”

- G. SECTION 8 – PROSECUTION AND PROGRESS is amended by changing the following:

8.6 LIQUIDATED DAMAGES is deleted in its entirety.

- H. SECTION 9 – PAYMENT is amended as follows:

9.4 PROGRESS PAYMENT is amended by adding the following:

“To expedite processing of all payments for services rendered, the Contractor shall forward copies of the invoice as specified in Section 9.4, Progress Payment of the Specifications, to: Planning Survey Engineer, Highways Planning Branch, Department of Transportation, 869 Punchbowl Street, Room 301, Honolulu, Hawaii 96813. Each invoice shall include but not limited to the following information:

- A. Contractor’s name, address and phone number.
- B. Contract number, project number, and project title.
- C. Bid item number, description of services, periods covered/date of services performed, quality, unit price, amount, subtotal, and total.
- D. Deductions, as applicable, shall be included in the invoices and subtotals and labeled as either (1) and/or (2):
 - 1. Liquidated Damages as specified in Section 8.6, Liquidated Damages of the Special Provisions.
 - 2. Retainage as specified in Section 9.2, Retainage/Deduction from Payment of the Specifications.”

Pursuant to Section 7.8 Labor and Compensation Requirements, of the Special Provisions, the Contractor shall submit certified copies of the payrolls with the monthly invoice within seven (7) days after the end of the month. The certification shall affirm that the payrolls are correct and complete. The certificates shall be forwarded to the same address as specified above.”

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

SPECIFICATIONS

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.

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 – CDS RIMS MAINTENANCE SERVICES

10.1 SCOPE OF WORK

BACKGROUND/CURRENT ENVIRONMENT

The purpose of the Coordinated Data System Roadway Information Management System (CDS RIMS) Maintenance Services, Statewide project is to provide on-going support, revisions, and modifications to the software products initially delivered under Project No. HWY-I-FY95-1, to “Furnish, Supply and Deliver Services and Products for the Implementation of a Turnkey Information Shell with Basic Modules for ISTE Management Systems and a Pavement Management System in an Integrated Systems Environment”.

A major systems/software integration accomplishment at the State of Hawaii Department of Transportation Highways Program (HDOT) Planning Survey Section was the development of the Coordinated Data System/Geographic Information System (CDS/GIS). The Highways Program Planning Branch Survey Section (HWY-PH) initiated this effort in 1996 as a response to the agency’s need to collect, manage, and disseminate data more effectively, and to improve the efficiency with which it generated federal and state mandated reports.

The CDS is an Oracle Relational Database Management System (RDBMS) based system architecture that provides the framework for integrating new and legacy data into a logical data warehouse that contains roadway information and data that can be used by staff throughout HDOT. The CDS framework incorporates three major components:

- 1) Standardized hardware and software
- 2) Coding formats for common data variables (information architecture)
- 3) Basemap reference system (Route, Begin Mile, End Mile, etc.)

A key feature of this design is the ability to integrate various applications into a single coordinated environment with a common graphical user interface (GUI). This allows users to interact with the system, including the ability to input, edit, retrieve, and analyze warehouse data, making data easier to access by more people. Another feature of this design allows for geographical display and analysis of data.

The CDS forms the basis for HDOT’s RIMS, which is designed to offer enterprise-wide information for the support of the entire life cycle of the highway infrastructure. The RIMS applications have been built with Oracle APEX. The CDS also utilizes standard commercial off-the-shelf (COTS) software such as Google Chrome web browser, Microsoft Access and Excel, and Hexagon’s GeoMedia suite of products.

The CDS central data warehouse/repository is currently in Enterprise Oracle Spatial 19c. The CDS native data format is a mileage-based system compatible with Intergraph’s Multilevel Linear Reference System (MLRS) transportation data model. This provides improved performance of the CDS application while editing data and generating GIS-based reports. Additionally, the table data is accessible in its native formats with any Open Database Connectivity (ODBC) compliant COTS software application without the need for excessive table

joins or unit-based conversions. The historical CDS user interface for table editing/reporting has been the Microsoft Access database application. Live links were established between the Microsoft Access interface and the Oracle-based tables, resulting in an overall lower cost to HDOT in terms of user interface maintenance and user training.

The initial focus of the Roadway Information System (RIS) portal was on HWY-PH data, however, the RIS portal has been modified through the years to allow new data from other sources and to include new queries and reports as the State's needs and Federal reporting requirements have evolved. The current RIMS incorporates data from various sources, including highway inventory, highway performance monitoring system (HPMS), traffic monitoring data, bridge, pavement, straight line diagram (SLD), and additional data from other agencies.

A web browser-based interactive mapping tool is one of the primary CDS applications that leverages the CDS/GIS architecture. The initial Highways GIS Portal was built on the now unsupported Microsoft Internet Explorer and allowed HDOT RIS users to utilize a web browser to access current and historical highways data and allows analysis of that data.

This RIS web portal provided access to various data formats (e.g. MicroStation, ArcView, MGE, etc.) and transformed it from the stored coordinate system, projection, and datum, into that of the displayed map view. This data from disparate sources is available for query, display, and analysis live without prior translation. Users could access this data via a map, database query, or a report. The interactive maps in the RIS web portal were displayed using GeoMedia Web Map Professional. HDOT is working on transitioning the functions of the initial web portal to a new RIMS portal based on Google Chrome, which is installed on all HDOT Highways Program issued computers.

RIMS applications are also serving as HDOT's Traffic Monitoring System (TMS) software. HDOT's had been using the modified New England Traffic Monitoring System (NETMS) software, originally built in the early 1990s. The NETMS is no longer fully functioning and does not fulfill the State's needs. The RIMS traffic monitoring application has been modified to offset the lost functionality of the NETMS. The RIMS TMS is comprised the Traffic Count Submittal Portal and the Traffic Station Analyzer (TSA) site, which includes the Traffic Count Analytics and Reporting and Traffic Station Survey Acceptance sites. New Quality Assurance/Quality Control (QA/QC) checks were added to support the loading, checking, and analysis of traffic count data and associated files.

GENERAL WORK PROGRAM

This specification describes the CDS RIMS maintenance services to be performed for HDOT. The primary mission of this project is to assist HDOT with its goal of operating and maintaining the CDS, which is the central data repository and foundation for the HDOT RIMS applications. A secondary goal is to update and modify the CDS and RIMS components to ensure that these systems stay up to date and ensure maximum productivity of the system. The CDS and RIMS are functional, and this maintenance will ensure that these systems stay productive.

The project is intended to perform a variety of functions to integrate and maintain the latest HDOT business information into the CDS and RIMS. These functions include: the maintenance

of the operating systems and databases used for the system, the loading of HDOT COTS software and software updates, system recovery operations; maintenance of the GIS software and support of its day to day usage; assisting HDOT staff in the maintenance of the MLRS; modifications of the RIMS modules including data management and analysis tools like the Submittal Portals, Road Survey Analytics and Reporting, Traffic Station Analyzer, Traffic Forecasting, Scheduling, HPMS, and MLRS modules; map production; both internal and external data integration; enhancements to the browser-based interactive mapping tool to support data analysis, editing, and reporting; and documentation and training for the above areas. The CDS RIMS Maintenance project shall be divided into the following tasks:

PROJECT COMPONENTS

- A. PROJECT MANAGEMENT
- B. GENERAL MAINTENANCE
- C. DATABASE MAINTENANCE/SUPPORT
- D. DATA MANAGEMENT
- E. LRS AND BASE MAPS MAINTENANCE AND MODIFICATIONS
- F. GIS MAINTENANCE
- G. WEBSITE APPLICATIONS
- H. CDS APPLICATIONS
- I. PRODUCT/APPLICATION TRAINING

10.2 BIDDER QUALIFICATION AND REQUIREMENTS

A. Contractor Qualifications

A.1 Work Experience. At the date of bidding, the Contractor shall have:

A.1.1 Completed a minimum of 10 major information technology projects for government transportation agencies within the past 5 years.

A.2 The Contractor shall submit the names of project team members before starting work on the project and inform the HDOT Project Manager in writing of any changes in such assigned responsibilities.

B. Contractor's Personnel Qualifications

B.1 Oracle Database Maintenance Personnel

B.1.1 Work Experience. At the date of bidding, a minimum of 5 continuous years of experience in the field of Oracle database administration.

B.1.2 Provide the following information:

B.1.2.1 Name of Oracle Database maintenance personnel.

B.1.2.2 Description of work experience as an Oracle database administrator.

B.1.2.3 Years of experience as an Oracle database administrator.

B.2 GIS Personnel

B.2.1 Work Experience. At the date of bidding, a minimum of 5 continuous years of experience in Oracle based transportation GIS projects.

B.2.2 Provide the following information:

B.2.1 Name of GIS personnel.

B.2.2 Description of work experience similar to the scope of this contract including Hexagon GeoMedia Transportation software.

B.2.3 Years of experience as of bid opening date.

B.3 Data Management Tools Personnel

B.2.1 Work Experience. At the date of bidding, a minimum of 3 continuous years of experience in assisting states with processing roadway inventory and usage data for HPMS reporting to the Federal Highways Administration (FHWA) and 3 continuous years of experience in assisting government transportation agencies with processing and reporting traffic monitoring data.

B.2.2 Provide the following information:

B.2.1 Name of Data Management Tools personnel.

B.2.2 Description of work experience similar to the scope of this contract.

B.2.3 Years of experience as of bid opening date.

C. Pre-Qualification Questionnaire

Prior to award, the Contractor, shall complete and sign the “Pre-Qualification Questionnaire” in Appendix A and return it to the Project Manager no later than three (3) working days after the bid due date. The Contractor may be considered non-compliant with the requirements of the Specifications if the bidder fails to submit the completed questionnaire to the Project Manager within the specified time. This failure may result in rejection of bid by the Department of Transportation.

D. On-site work and Contractor Availability

D.1 Contractor Oracle database administration personnel shall be on-site for a minimum of two weeks at the start of the project for contractor personnel to familiarize themselves with the CDS system.

D.2 Contractor shall have RIMS Data Management Tools personnel on-site for a minimum of two weeks for RIMS applications development and training.

D.3 Weekly on-site work maintenance work. Contractor shall have personnel on-site for maintenance operations at least twice a week for the duration of the project.

D.4 The Contractor shall furnish the State with a telephone number and email address of a place of business on the island of Oahu where they can be reached every working day during the contract period.

10.3 DESCRIPTION OF SERVICES

The Contractor shall provide all labor, material and equipment necessary to provide the services listed in the following detailed Scope of Work. The Project Components are detailed below with descriptions of the specific tasks and the deliverable(s). The frequency for performing each task required can be found in Section 11, Table 1.

A. PROJECT MANAGEMENT

To ensure that all the requirements of the project are met, it is necessary for the Contractor to work closely with HDOT. The Contractor shall appoint a project manager (PM) who shall act as the main point of contact in managing and supervising the technical and administrative aspects of maintaining and implementing the project. In addition, the Contractor must have a local representative(s) to oversee the weekly maintenance tasks. The management of the project shall also include, but not be limited to the following:

A.1 Kick-off Meeting

The project shall include a project kick-off meeting to review all requirements of the contract and discuss standard operating procedures and methodology.

A.2 Work Plan

A Work Plan defines the requirements for a task and all its subtasks (e.g. B., C., etc.). This plan is a detailed unambiguous roadmap to guide the development of each of the subtasks. Prior to the kick-off meeting, the Contractor shall submit a work plan for all tasks that will be discussed and refined with input from HDOT. The Contractor and HDOT shall work together to develop the plan for approval prior to actual start of work.

A.3 Project Schedule

The Contractor shall work with HDOT to develop an overall schedule and a general monthly schedule for the maintenance tasks. The project schedule shall also include an outline of the order in which the other tasks will be covered.

A.4 Project Status Reviews

The PM shall monitor the progress of technical and schedule aspects of the tasks of this project. The PM shall maintain the project schedule that shall be updated on a weekly basis as well as documenting any technical issues. No less than weekly, the PM shall hold a brief review to discuss the overall status of the project including progress of work tasks, schedule,

technical issues, cost monitoring, and invoicing. Project team members from both HDOT and Contractor shall attend the monthly review, as deemed necessary by both PM's.

A.5 Financial Reporting

The PM shall provide monthly status reports on the progress billing for each of the tasks in this project. This will allow HDOT to review and work with the PM to formalize any necessary adjustments to tasks agreed upon for this project.

The Contractor shall maintain all books, documents, papers, records and other evidence pertaining to payroll, employee's name and social security number, wage rates, and hours worked and to make such materials and information available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract, for inspection by the State. Failure to comply with the conditions of this Section during the contract period may result in the cancellation of the contract.

A.6 Change Order Control

The PM shall monitor and implement change order control processes including, but not limited to, contractual issues, impact statements, change requests for handling change orders to this project. This change control process will be negotiated and agreed upon by the HDOT PM at the beginning of the contract.

B. GENERAL MAINTENANCE

B.1 Maintenance

The CDS RIMS has been built on HDOT standard operating systems (OS) and COTS software that run on HDOT production and development machines for the project. Both the OS and COTS software require some general system management and maintenance activities to be performed to ensure all the developed applications and HDOT machines run optimally. Specifically, the software manufacturers periodically release fixes and updates to the software that requires loading and testing prior to installation on a production machine. The software update process applies to the operating system, databases, and GIS software. Some legacy applications require maintaining specific environments. Additional system management duties are included with this task.

B.1.1 Maintain Operating Systems

This task of keeping all the production and development machines running properly includes upgrading the OS and applying OS/security patches. During the course of the project, the currently eleven on-site HDOT server/development workstations shall be upgraded with the most recent released version of the OS. All data and applications on the machines shall be backed up before the OS upgrades and restored after the upgrade. All patches and security fixes for the OS shall be evaluated and, if necessary, applied to the servers and workstations. The released OS and patches must be approved by HDOT.

B.1.2 User Management

User management shall be performed for the OS. This includes adding users, modifying account information, and removing users from the servers and workstations and data storage units.

B.1.3 Diagnostics

General disk administration, operating system diagnostics and tuning shall be performed on the HDOT servers and workstations monthly. The tasks include, monitoring disk usage, defragmenting disks, adjusting the pagefile usage, and organizing products/data/delivery information. Also included is monitoring the event log, dump files, log files, and tuning to prevent system problems. Web statistics are collected and posted to the HDOT project website. This allows monitoring of the identity, number, frequency, and areas of the website that are being used. When issues are discovered the HDOT project manager shall be notified so that corrective action may be taken.

B.1.4 Hardware Management Plan

HDOT would like to evaluate the existing situation of on-site servers and workstations for the production and development environments to optimize the maintenance of the operating systems; specifically, HDOT would like to examine how a cloud-based system can reduce the number of on-site machines and maintenance requirements. HDOT also needs to preserve and make accessible the institutional knowledge incorporated in previously developed legacy applications and archived information. HDOT requests the Contractor's written recommendations for the maintenance of the information, services, and total solution provided by the Contractor for implementing, in whole or in part, a cloud-based system. HDOT assumes the Contractor shall take existing departmental resources and business processes into consideration, as well as identifying new cloud-based directions, when making these recommendations for efficiently maintaining operations in this operations management plan submitted to HDOT. The Hardware Management Plan shall be updated annually.

B.2 Disaster Recovery

This task involves procedures to minimize CDS RIMS downtime. A system of regularly scheduled backups has been implemented to help recover from system failures should they occur. The procedures shall be reviewed with HDOT and revised as necessary to preserve valuable data and keep systems operational.

B.2.1 Disaster Recovery Plan

In addition to the review of current backup procedures, the Contractor shall work with HDOT to recommend a disaster recovery plan for the CDS/GIS in concert with the maintaining operations management plan consideration of cloud-based solutions. This includes protection against power outages, disk crash, application problems, viruses, other hardware or software malfunctions, etc. The plan shall include risk analysis, budget,

procedures, planned redundancy, regular backups, security, power redundancy. The Disaster Recovery Plan shall be updated annually.

B.2.2 Backups

The current backup procedures include a combination of ftp commands and manual procedures which backup Oracle databases, system states, various directories and spatial data. The backup procedures for HDOT servers and workstations shall be updated with the development of the disaster recovery plan and an operations management plan. The contractor shall create share drives and ftp connections required to back up data on user machines. The HDOT servers shall be backed up weekly by scripts that are scheduled to run routinely. Manual exchange of backup media is required. All database and customer designated user data from various directories shall be included in the backup. The Contractor shall also develop and implement a plan to back up the data and images delivered in the videolog service contract, as well as data delivered in the traffic data collection contracts. Scripts using the drive shares and ftp shall also be used to remotely backup designated user data.

B.2.3 Client or Server Crash

In the event of an HDOT server crash, the Contractor's administrator shall rebuild the server with the OS, reload database and applications, restore data and configuration, and re-establish links. Assistance from HDOT may be required for some of the procedure (e.g. network addresses, HDOT software licenses, etc.).

C. DATABASE MAINTENANCE/SUPPORT

C.1 Maintenance/Support

The CDS system relies on an Oracle Spatial enterprise database for the centralized storage of information. The CDS system currently includes one production server, one test server, and one development server running Oracle Spatial enterprise. Web-based applications, custom applications, and Microsoft Access are typically used as the front-end user interface for accessing and editing the data stored within Oracle. This task involves the care and maintenance of these critical CDS databases. Replication is used to distribute data between database servers.

C.1.1 Server Startup and Shutdown

HDOT has startup and shutdown procedures for the servers. The database starts up at boot up on the HDOT server. An additional script ensures that the database is stopped properly, prior to shutdown of the server. The contractor shall consult with HDOT before shutting down the servers. Contractor shall periodically review the startup and shutdown procedures, keep scripts up to date and document the procedures.

C.1.2 Database Upgrades

Upgrade the Oracle database for the production and development servers to the current software version after upgrading the test server and conducting a complete analysis to

ensure system integrity and functionality. The two HDOT servers shall be upgraded with the latest release version of Oracle Spatial after the results of the analyses of the test server have been reviewed by HDOT. The databases shall be backed up before the upgrade and restored after the upgrade is completed successfully.

C.1.3 User Management

User management shall be performed for the database. This includes adding users, modifying account information, and removing users.

C.1.4 Monitor Database Resources and Tuning

Periodically, the administrator shall analyze disk resources and memory resources for logfiles and tablespaces of the databases. The databases shall be analyzed for performance and tuned to provide the best performance; obsolete tables and views shall be purged from the servers. For each database the following tasks shall be examined and adjusted:

- Disk usage (tablespaces, logfiles, redo logs)
- Extent status (tablespaces, logfiles, redo logs)
- Obsolete Tables/Views shall be deleted or archived
- Tuning (Database, tables)

C.1.5 Oracle Security issues

The database shall be analyzed for security requirements and any table, view, or file security may be altered based on the analysis from the database administrator. Written recommendations shall be made for these objects concerning the roles and resources for each object. The HDOT approved recommendations shall be applied to the database objects. New objects created at a later date shall adopt these roles and resources.

C.1.6 Install/configure new tools, utilities, and new database instances

The database administrator shall be responsible for analyzing and if needed, installing and configuring new tools and utilities as they are released by Oracle. These utilities shall be installed on the HDOT servers and client workstations. The database administrator shall also be responsible for maintaining the document management and data catalog system in Oracle as well as creating any new database instances for new and test databases that are requested from HDOT. This shall include gathering the necessary requirements for the new database and tuning it to an efficient instance for the application.

Server: Oracle utilities such as SQL Plus, tnsnames.ora, sqlnet.ora, SQL Developer, etc. are normally released along with major Oracle upgrades. In the event that these or other utilities are released separately, this task provides for the installation and configuration of the utilities.

Client machines: This task provides for the installation and configuration of the utilities and configuration files on Oracle client workstations. Oracle Client software, ODBC connection software, tnsnames.ora, sqlnet.ora are candidates loaded on the workstation.

This task also provides for the installation of new database instances that are often required for new projects, test projects, and consultant projects (e.g. TMS database). The new database instance shall be sized to match the application, such that further tuning is not required.

C.1.7 Modify SQL scripts

The database administrator shall be responsible for updating SQL scripts for creating databases, tables, views, and data loading.

C.1.8 Oracle Linkage/Spatial Maintenance

The database administrator shall be responsible for establishing linkages between tables of the Oracle databases and other data sources on the HDOT servers that support the local availability of highway information. The database administrator shall also be responsible for the monitoring of the linkages to make sure they are working and re-establishment of the linkages when the database changes or when a table changes. If a system crash occurs, the database administrator shall regenerate the linkages to Oracle and other spatial data.

Oracle Spatial data is currently maintained in the production HWYP instance and the development DEVP instance. The Contractor database development management plan in the following section should incorporate any changes proposed.

C.1.9 Oracle Development Environment Plan

HDOT has Oracle test and development environments to test changes before migration to the production environment. HDOT requests the Contractor's written recommendations for the maintenance (upkeep) of the information, disaster recovery services, and total solution provided by the Contractor for a cloud-based system. Underlying the plan should be the design philosophy used in CDS that there is a single, authoritative data source for all workflows. HDOT assumes the Contractor shall take existing departmental resources and business processes into consideration, as well as identifying new cloud-based directions, when making these recommendations in a database management plan submitted to HDOT.

C.2 Database Crash

In the event of an HDOT server crash, the Contractor shall rebuild the database on the server. The loading of the OS and applications is handled in section B above. This task involves reloading the database, applications and backed up data. Assistance from HDOT may be required for some of the procedure (e.g. network addresses, HDOT software licenses, etc.).

D. DATA MANAGEMENT

Data management involves three steps:

- Maintaining the tools used to process and load the data,
- Performing the loading or updating of data, and
- Enhancing the tools to improve the data lifecycle.

The RIMS environment uses Oracle APEX solutions to perform the Data Management functions using a single, authoritative data source for HWY-PH workflows. RIMS has consolidated and replaced the previous suite of custom CDS/GIS tools to a web environment to collect, process, analyze, integrate and present all the HDOT data from a variety of sources and formats. The data may come from HWY-PH collected data, other sections and branches within HDOT, or from external data sources (City, State, Federal, other DOT's, etc.). The data may be tabular or geospatial and may be linear referenced or georeferenced data. This task ensures that data from any source can be smoothly integrated into HDOT's CDS environment. The data management tasks are described below.

D.1 Data Management Tools Maintenance

A set of data lifecycle tools originally written in Visual Basic was created to help with the maintenance, integration and verification of data has now been ported to Oracle APEX and incorporated into RIMS. The toolset is collectively referred to as the Data Management Tools (DMT). The three components of the DMT are as follows:

- Data Verification Manager (DVM) – combines the previous system's Data Flow Manager (DFM), that transfers data from a source database to a destination database, with the Data Verification Manager (DVM), that allows users to verify that the delivered data conforms to the survey data request in terms of completeness. The DVM includes tools for uploading and verifying roadway inventory and vehicular traffic data prior to data analysis in the Submission Portals for road inventory and traffic monitoring data.
- Data Analysis Manager (DAM) – Specialized analysis is performed in these tools to ensure accurate data that meets quality standards. Analysis includes checking for variances of surveyed highway inventory data in the Roadway Inventory Data Module and traffic monitoring data in the Traffic Station Analysis Module, comparing data across survey years to check for event stability in the Traffic Station Analysis Module, producing forecasted traffic data in the Forecasting Module, and scheduling new annual surveys in the Survey Scheduling Module.
- Data Processing Manager (DPM) – The DPM is used to post process roadway inventory and traffic monitoring data for reporting.

This task covers the day-to-day maintenance of these data management tools and the continued development of an Administration environment in RIMS to support the coordinated maintenance. Issues are reported by users and tracked in the Administration

environment. The issues should be periodically reviewed jointly by HDOT, and the Contractor and items addressed based on their priority from highest to lowest.

D.2 Data Verification Manager Modifications

D.2.1 Roadway Inventory Data

The Road Survey Submittal Portal shall compare, analyze, and report linearly referenced data that are missing GPS, fail accuracy, data quality or historical event stability thresholds, or do not fall within a specified tolerance of what their 3-D GPS values indicate the location should be on either the lane or the route centerline for an annual survey request.

The RSA shall be modified so that its results can also be used to schedule the next annual survey or a resurvey to meet data quality and completeness needs in the RIMS Scheduling Module.

Additionally, the RSA shall be capable of assisting with quality assurance by verifying data attributes for completeness, accuracy, and uniqueness against a given survey's LRS. Every data item prior to going into CDS shall be evaluated for data quality by the RSA that shall report any issues with completeness and accuracy. The data issues shall be displayed in a map window and via a data quality report. A report shall be generated to schedule a resurvey of all the items failing the accuracy, event stability, quality, completeness and uniqueness thresholds.

D.2.2 Traffic Station Data

The Traffic Data Submittal Portal shall be modified to support all traffic data formats provided by HDOT and its contractors as well as those specified in FHWA's 2022 version of the Traffic Monitoring Guide (TMG), including the per vehicle data format, to be able to generate any FHWA TMG or HPMS traffic data, or any internal HDOT traffic data reports requested by a user.

D.2.3 Other Data

The DVM shall also support the National Performance Management Research Data Set (NPMRDS) for HPMS reporting. The DVM shall also be modified to take in data required for the reporting Model Inventory of Roadway Elements (MIRE) Fundamental Data Elements (FDE) to be reported through the FHWA HPMS application.

HDOT receives data from various sources that cannot be directly input to the CDS and web portal. This data requires manual processing to make the data compatible with the CDS and RIMS. After the data is loaded, a data quality report shall be generated by the DVM detailing the accepted and rejected data items. The DVM shall be modified to automate some of this manual processing as needed. The Contractor shall assist HDOT in processing and loading the data and shall generate a data quality report.

D.3 Data Analysis Manager Modification

Current DAM tools include the Road Survey Analytics and Reporting (RSA), Traffic Station Analyzer (TSA), Traffic Forecasting, Scheduling, HPMS, and LRS RIMS modules. These tools shall be maintained and modified to further support HWY-PH's road inventory, pavement, traffic monitoring, GIS/LRS, and other data collection processes. These applications shall be updated to help ensure that only quality data is utilized, and reasonable results are generated by the applications. The specialized temporal analysis performed in this DAM tool includes checking for variances of surveyed highway traffic and inventory data; carrying only the good quality data surveys forward from previous years selected; and reporting on discrepancies and anomalies in the data over a user specified period. Also, the linear reference system and database attributes can be checked.

D.3.1 Road Survey Analytics and Reporting

The RSA shall be modified to collapse, correct and rechain surveyed lane and direction data onto a user selected temporal LRS centerline to account for route changes such as renumbering or changes in termini. Details of the RSA rechain tool are listed below:

- This tool shall be specifically used with segment data collected by the Digital Videolog contractor and should be able to process 3-D data by direction (+ and – milepoint) and by the specified lane convention.
- This tool is also necessary for verifying data survey completeness and quality of event data such as traffic counts and linearly referenced 3-D data collected by vendors such as the digital videolog contractor.

D.3.2 Discretionary Analysis Intervention

This task involves the DAM performing an analysis for a user specified period of years and generating deviation, accuracy and data quality reports. The analysis shall use threshold values as determined by HDOT and the Contractor and shall include:

- Discretionary analysis intervention is needed when more than one location is found using the event search criteria when comparing annual surveys. For example, if it appears that events such as intersections have shifted or moved from the data survey. Tolerances shall be adjustable depending on the event data.
- Discretionary analysis intervention is needed when values of data items are found to exceed thresholds or applied tolerances when comparing annual surveys. For example, if curves disappear/appear or IRI values go from good condition to poor condition for the same segment in two consecutive years.

Tolerances and thresholds shall be adjustable depending on the event data. The Contractor and HDOT shall evaluate the threshold values and modify as needed.

D.3.3 Survey Scheduling

DAM work also involves developing the review and analyses tools to support the scheduling and managing of the data to be collected on subsequent surveys, whether new annual or resurveys of rejected or incomplete data. The RIMS Scheduling Module

produces reports used in scheduling new annual data surveys based on historical data, by location, facility, collection type, collection cycle, and vendor. The Scheduling Module shall be modified to add new reports to assist in identifying overdue surveys and creating surveys on new facilities and assist in creation of facilities to be surveyed.

D.3.4 Traffic Count Analytics

The RIMS TSA Module traffic count analytics shall be modified to meet the needs of HDOT. The TSA requires further modification to account for new formats and data quality checks that HDOT would like to implement. The summary reports that were previously produced in NETMS and deemed necessary by HDOT shall be included in the TSA. Trend charts and tables for both the program and permanent station counts used by HDOT for analyzing the validity of traffic counts outside of the RIMS application shall be incorporated into the TSA. Modifications to the TSA may be required as HDOT workflows are updated.

D.4 Data Processing Manager Modification

The DPM tools process the roadway inventory and consolidate the data to a new format and temporal LRS. The DPM tools also include the annual processing to produce annualized traffic data for reporting.

D.4.1 HPMS Module

The DPM processes and consolidates roadway inventory data from one format to a new format and temporal LRS, primarily for completing the HPMS annual submittal. The RIMS HPMS event tables have been converted to store roadway data as temporal LRS events so that reporting in HPMS does not have to be carried forward every year for data items that have not changed. Intersection and interchange data may need to be converted to indexed spatial formats including the intersection/interchange referencing in MIRE and the HPMS spatial intersector resegmentations, and data thinned for analyses and display purposes.

This task also includes supporting and assisting HDOT in the use of the RIMS HPMS module for all the processes necessary to successfully complete the annual HPMS submittal. Data editing and processing activities, quality control assurance, data reviews, and reports needed to submit HPMS are included in this task. The HPMS submittal is currently formatted to support the newly released HPMS version 9.0 software for a user's selected year of choice

Historical traffic such as Annual Average Daily Traffic (AADT), road inventory or pavement data resegmentation for a user's selected span of year is currently available. Additionally, resegmentation of historical data shall also be supported. Support should also be provided to maintain the generation of data utilized in the current HPMS pavement report cards as well as all the reports in the HPMS software, such as in the reports generated by the spatial intersector for review prior to submitting the HPMS data. Finally, the DFM shall be modified to populate not only the current HPMS items, but additionally the corresponding MIRE FDEs, anticipated to be required in future

HPMS submittals.

D.4.2 Traffic Monitoring System Annual Processing

The current traffic monitoring annual processing involves both the NETMS procedures and processes that are done in RIMS for HPMS reporting, and a new set of RIMS procedures that use the new FHWA method for calculating AADTs. Contractor shall provide support for the annual processing procedures to produce the results of both the NETMS and RIMS HPMS processing necessary for reporting through HPMS as well as for other HDOT reporting needs. The DPM shall also incorporate validation checks, including the HPMS traffic data items validations, after annual processing and before populating HPMS traffic data items for submittal to FHWA.

E. LRS AND BASE MAPS MAINTENANCE AND MODIFICATIONS

HDOT's Multi-level Linear Referencing System (MLRS) and 3-D Base Maps cover approximately 5,000 lane miles of state and county highways, as well as other roads such as the All Road Network of Linear Referenced Data (ARNOLD) network of local roads in digital form. Periodic maintenance is required to keep up with physical changes as well as changes in the MLRS to support lane modelling. HDOT modifies the MLRS through Hexagon GeoMedia Professional and GeoMedia Transportation Manager software. Additions in the form of new intersection/interchange referencing to support the FHWA MIRE and Project Stationing Linear Referencing Methods (LRM's) shall enhance usability of the network in the Highways Program.

E.1 LRS Maintenance

In addition to revisions made when the lane polygons and centerlines are provided by the Digital Videolog service contractor, the LRS lane geometries and centerlines are frequently being refined as issues are discovered and resolved. HDOT shall make these changes to the LRS, which may include changes to the geometry, attributes or LRM definition tables. Contractor shall assist HDOT in verifying data, modifying the LRS and LRM definitions, and performing LRS validation as required. Changes made to the LRS shall be published to the website in a timely manner. Records of the new routes and updated routes shall be kept in a route modification log available through the LRS Administration tool in RIMS.

E.2 LRS Modification

LRS/LRM improvements are necessary to incorporate the new MIRE reporting requirements as well as for incorporating the local roads network into ARNOLD, along with minor facilities such as contraflow lanes and weaving lanes. Modifications to the MLRS are needed so these facilities can be separated by hierarchy.

F. GIS MAINTENANCE

The display of maps and highway information, analysis of data, and the production of maps require access to data in the CDS with GIS tools (e.g. GeoMedia and GeoMedia Transportation Manager). The GIS map graphics are composed of both basemap information and a highway

network for state and county roads. This task involves the maintenance for the daily operation of the GIS environment and workflows.

F.1 Maintain GIS Software

Licensing of the HDOT's Hexagon GIS software is through a separate contract, managed by HDOT Information and Technology office, which provides the software licenses and associated hot fixes. This task involves the loading of the delivered software and hot fixes for the software to maintain the GIS at the current versions. Any new software releases shall be loaded on the HDOT servers and HDOT client workstations with GIS software. The servers and up to five workstations shall be upgraded by the Contractor. HDOT staff will handle additional client workstations. The Contractor shall check that current HDOT hardware meets the software requirements before loading any new releases or hot fixes and test the software before rolling out.

F.2 Establish Queries and Reports

Queries are used in the GIS environment to extract specific information about the map and database. Spatial queries may also be used to relate map features to one another. HDOT users will define the parameters required for the new queries and these definitions shall be used to create new queries. The Contractor shall support HDOT in the creation of new queries and the duplication of the queries in RIMS when required. Both spatial and non-spatial queries may be defined.

Reports are used in the GIS environment to list specific information about the map and database. Reports are defined by using either an existing query or a feature as a data source and are displayed in the GeoMedia data window and are to be replicated in RIMS. HDOT users will define the parameters required for the new reports and these definitions shall be used to create new reports that shall also be duplicated in RIMS. The Contractor shall support HDOT in the creation of new reports.

F.3 GIS Warehouse Maintenance

The GeoMedia products use warehouses to define and store the GIS data and coordinate system files to locate the warehouse. The warehouses contain data in many different formats, spatial or tabular, and include Oracle spatial, ArcGIS, GeoMedia, tabular, etc. Much of the current data is stored in an Oracle Spatial warehouse. Warehouse definitions currently exist for all data used in the GIS. Warehouses must be created as users need to access additional data, and warehouse connections must be updated if the data warehouses are relocated. HDOT will define the new data warehouses and location requirements and create the warehouses. The Contractor shall support HDOT in the creation of new warehouses. HDOT will inform the Contractor if data warehouses should be relocated. The Contractor shall support HDOT in the creation and maintenance of metadata files.

F.4 Cleanup Map

This task involves the identification of basemap issues and the resolution of those issues. Issues could include misregistered graphic layers, use of outdated graphic layers, use of the

wrong data layer, updating graphic layer to use a new source for the same data, etc. Issues may be brought to the attention of the Contractor from the users or via the Contractor's review process. The Contractor shall support HDOT in the resolution of map issues.

F.5 Map Workflows

The task focuses on support for HDOT map production. The production of maps requires access to the GIS information stored within the CDS system. The Contractor should be familiar with accessing the CDS data via the GIS tools (GeoMedia and GeoMedia Transportation) available at HDOT. The Contractor shall support HDOT in the creation of Geoworkspaces and map layouts that may need to be generated for the map production workflows.

G. WEBSITE APPLICATIONS

The Highways GIS Portal (website) has been the primary application for presenting current and historic CDS data to the user community. The original Portal website accessed a legacy GIS website application, known as H1, where maps are displayed using the GeoMedia Web Map Professional product. H1 has been superseded and supplemented by a new website, known as H2, to support the complete data life cycle and evolve along with the latest and current web technologies. This task provides for the following maintenance and modifications to the Highways GIS Portal to support H1, H2 and their ancillary solutions:

G.1 H1 Website Maintenance

The H1 website displays data from multiple sources and allows the user to run queries and reports of their choosing. The website is written using standard web languages. This task focuses on the maintenance of the legacy website to have the historical traffic monitoring data available for internal HWY-PH use. This site shall be kept functional until the historical data is available on the H2 portal website.

G.2 Development Website Maintenance

The current H2 production website must evolve to keep up with the current web technologies. However, before going into production, any improvements first need to be tested and evaluated in a development environment.

This task focuses on maintaining the development website environment. HDOT and Contractor shall review the current data and processes and develop a workplan to address the priority H2 data processing and publishing improvements to be rolled out into production. HDOT prefers a cloud-based solution or the most appropriate technology that allows HDOT to be consistent with the direction of the industry while providing additional functionality such as incorporating business intelligence for the data the HDOT collects and publishes.

G.3 H2 Portal

The RIMS H2 portal includes RIMS DMT and a public facing portal. The RIMS DMT allows HWY-PH RIMS users to load, analyze, edit, and report current and historical

highways data and allows analysis of that data through a web browser interface. The H2 public portal is an interactive reporting and mapping tool that allows the HWY-PH to publish data for use by other HDOT offices, agencies, and the public. RIMS H2 leverages the CDS/GIS architecture for a complete enterprise solution.

G.3.1 H2 Portal Maintenance

This task focuses on the day-to-day maintenance of the RIMS H2 in production, including the various RIMS DMT modules and public portal sites into a single unified environment. Issues are reported by users and tracked in an Administrator module. The Administrator module also controls the users access and experience in H2 based on their information and workflow needs. The issues shall be periodically reviewed jointly by HDOT and the Contractor and items shall be addressed based on their priority from highest to lowest.

G.3.2 H2 Portal Modification

HDOT intends to upgrade H2 with additional modules or modifications to existing modules to improve HWY-PH's data collection, processing, analyzing, integrating, and presenting of the roadway inventory and traffic monitoring data.

The following operations shall be provided by integration into existing modules or addition of new modules:

- 1) Historical Traffic Data on H2 – The Contractor shall modify the H2 portal to restore HDOT's ability to query and view historical published traffic data.
- 2) Public portal improvements – Contractor shall work with HDOT on the expansion of the public site. This shall include, but not be limited to:
 - Review of current content and performance
 - Identify and publish new content
 - Identify and make changes to site access
- 3) Historical data review – HDOT will be reviewing historical traffic monitoring data loaded prior to the implementation of the RIMS TSA review process. Tools shall be added to the RIMS TSA to facilitate HDOT's review and will enable the invalidation of erroneous data.

HDOT and Contractor shall review the data reporting requirements and test the necessary migration and modifications to the asset data in a separate environment before replacing any current production applications. These reports should be maintained and updated annually as the completed survey data becomes available. Training should be provided upon completion of the reports as well as migration for the new processes and products.

H. CDS APPLICATIONS

Imagery and 3D data are used in many HDOT workflows. HDOT collects imagery and 3D data from a number of sources in various formats. This data is currently in various stages of processing and are not organized or stored in an easily accessible manner. Software programs and network performance slow down significantly when large images and 3D data that are stored on the servers are accessed. Using compressed file formats and pre-processing has improved software and network performance. To further refine and improve these processes, an ERDAS Apollo image management solution has been implemented to help eliminate the need for format translation, pre-processing, and searching for files. Apollo streamlines access to the data and improves HDOT users' workflows, enhancing productivity.

H.1 Imagery and 3D Data Library Maintenance

HDOT is using ERDAS Apollo to manage its imagery and 3D data. The Contractor shall provide Apollo maintenance services to help manage HDOT imagery and 3D data. The Apollo data library shall be populated and kept current with imagery, LIDAR, and CADD data that HDOT has collected to support its workflows. The data shall be made available to standard COTS software used by HDOT such as Google Chrome, AutoCAD, GeoMedia, ArcGIS, and Google Earth. Use of standard HDOT software will provide easy access to the imagery and data through familiar tools.

H.2 Document Management Solution

The Contractor shall investigate the ability and suitability of Apollo for maintaining HDOT's documents in the Oracle database and recommend a solution. These documents shall include but not be limited to:

- Historical traffic documents in TIFF format,
- MicroStation and AutoCAD files of the permanent traffic monitoring station designs, and
- KMLs from field contractors.

I. PRODUCT/APPLICATION TRAINING AND SUPPORT

Training and support for using the products and applications in the CDS system ensures that the users can derive maximum benefit from the system. Completion of training is a requirement for final acceptance of the services. The specific training classes are listed below in item I.3.

I.1 The Contractor shall provide training for a maximum of ten (10) persons per class at the same address as in Section J. SUBMITTING DELIVERABLES.

I.2 Training Schedule – The Contractor shall schedule with the HDOT PM at least one (1) month prior to the mutually agreed date of each training session.

I.3 Training Class Subjects

I.3.1 RIMS User and Administrator

Training shall be prepared and executed for accessing, editing, and reporting on data in the RIMS. This task focuses on the RIMS tools for working with the CDS data in Oracle. Advanced training shall also be prepared and taught for the RIMS Administrators and for all data processes using the DMT. Contractor shall provide a minimum of two (2) days of onsite training for one of the training sessions at the above address.

I.3.2 H2 Public Portal

Instruction material on accessing and reporting on data from the H2 Public Portal shall be prepared and taught.

I.3.3 GeoMedia Suite Training

Instruction material on general usage of the software as well as workflows established under F. GIS MAINTENANCE shall be prepared and taught.

I.4 DMT Support

This task provides support for user questions and issues regarding the usage of the RIMS Data Management Tools as described under D. DATA MANAGEMENT.

I.5 GeoMedia/GeoMedia Transportation Onsite Support

This task provides support for user questions and issues regarding the setup and usage of the updated versions of GeoMedia and GeoMedia Transportation as described under F. GIS MAINTENANCE.

J. SUBMITTING DELIVERABLES

There are several types of deliverables, including data and programming code that shall be submitted as part of this contract. The procedures for submitting deliverables are described in this task. The deliverables shall be made according to the project schedule defined in section A. PROJECT MANAGEMENT. It is expected that the Contractor perform testing and verification prior to delivery to HDOT. Deliverables shall be submitted to the following address:

State of Hawaii, Department of Transportation
Highways Program, Planning Branch
Planning Survey Section
869 Punchbowl Street, Room 301
Honolulu, Hawaii 96813

All software that is developed and delivered for this project shall adhere to an approved coding standard procedure as generally proscribed under the Unified Modeling Language (UML). This procedure shall address issues such as naming conventions, GUI standards, standards for SQL and general coding standards (such as headers, updates to the module, etc.). The software will be

subject to random audits by a Quality Assurance team to assure that proper procedures are being followed. Any non-conformance issues will be reported and given a timeline of when to correct the issue. All software, documentation, and data will be controlled through the project and released to HDOT by approved Configuration Management (CM) procedures. The CM process is also open to random audits from the Quality Assurance team. All software delivered will go through unit testing, integrated testing, a system verification test, and final Quality Assessment before final delivery to the customer.

K. HDOT VERIFICATION OF DELIVERABLES

The deliverables submitted in section J. SUBMITTING DELIVERABLES will undergo a review and verification process by HDOT. The duration of the testing and verification shall be listed in the project schedule but shall not exceed one month for any data or code deliverable. An acceptable deliverable is defined as being in compliance with the relevant Work Plan.

A non-acceptable deliverable is defined as a deliverable found to be faulty because of inadvertent Contractor error or non-compliance with the relevant Work Plan. A non-acceptable deliverable may need to be revised by the Contractor. Reasons for non-acceptance include, but are not limited to:

- Deliverable missing items from the Work Plan
- Deliverable items do not comply with items in the Work Plan
- Wrong or out of date data set used for deliverable. The Contractor will not held be responsible for missing data or errors in the data provided for the task by HDOT.
- Bugs in the code deliverable.

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

L. FREQUENCY OF TASK PERFORMANCE

Table 1 of Section 11 lists the approximate number of times a specific task or set of tasks shall be performed during the year.

10.4 CONTRACT PERIOD – The period of the contract shall be three hundred sixty-five (365) calendar days from the date indicated in the Notice to Proceed from the Department.

SECTION 11 – SUPPLEMENTAL INFORMATION

TABLE 1 –Frequency of Task Performance

Section	Section Name	Frequency/Year
A.	PROJECT MANAGEMENT	
A.1	Kick-off meeting	1
A.2	Work Plan	1
A.3	Project Schedule	1
A.4	Project Status Reviews	52
A.5	Financial Reporting	12
A.6	Change Order Control	1
B.	GENERAL MAINTENANCE	
B.1	Maintenance	
B.1.1	Maintain Operating System	2
B.1.2	User Management	12
B.1.3	Diagnostics	12
B.1.4	Hardware Management Plan	1
B.2	Disaster Recovery	
B.2.1	Disaster Recovery Plan	1
B.2.2	Backups	52
B.2.3	Client or Server Crash	2
C.	DATABASE MAINTENANCE/SUPPORT	
C.1	Maintenance/Support	
C.1.1	Server Startup and Shutdown	1
C.1.2	Database Upgrades	1
C.1.3	User Management	12
C.1.4	Monitor Database Resources and Tuning	12
C.1.5	Oracle Security issues	12
C.1.6	Install/configure new tools, utilities, and new database instances	2
C.1.7	Modify SQL scripts	6
C.1.8	Oracle Linkage/Spatial Maintenance	6
C.1.9	Oracle Development Environment Plan	1
C.2	Database Crash	as required
D.	DATA MANAGEMENT	
D.1	DMT Maintenance	12
D.2	DVM Modification	1

Section	Section Name	Frequency/Year
D.3	DAM Modification	
D.3.1	Road Survey Analytics and Reporting	1
D.3.2	Discretionary Analysis Intervention	1
D.3.3	Survey Scheduling	1
D.3.4	Traffic Count Analytics	5
D.4	DPM Modification	
D.4.1	HPMS Module	1
D.4.2	TMS Annual Processing Modification	1
E.	LRS AND BASE MAPS MAINTENANCE AND MODIFICATIONS	
E.1	LRS Maintenance	12
E.2	LRS/LRM Modification	1
F.	GIS MAINTENANCE	
F.1	Maintain GIS Software	1
F.2	Establish Queries and Reports	2
F.3	GIS Warehouse Maintenance	1
F.4	Cleanup Map	2
F.5	New Workflows	1
F.6	Map Workflows	2
G.	WEBSITE APPLICATIONS	
G.1	H1 Website Maintenance	4
G.2	Development Website Maintenance	12
G.3.1	H2 Portal Maintenance	12
G.3.2	H2 Portal Modification	1
H.	CDS APPLICATIONS	
H.1	Imagery and 3D Data Library Maintenance	12
H.2	Document Management Solution	1
I.	PRODUCT/APPLICATION TRAINING AND SUPPORT	
I.3.1	RIMS User Training and Administrator Training	4
I.3.2	H2 Public Portal Training	1
I.4	GM Suite Onsite Support	4

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

A P P E N D I X A

PRE-QUALIFICATION QUESTIONNAIRE

In order for a proposal for the FURNISHING OF CDS RIMS MAINTENANCE SERVICES, STATEWIDE, Federal-Aid Project No. SPR-0010(052) UNIT 1 CDS to be considered responsive and complete, all information requested in this questionnaire must be provided by the Contractor. Statements must be complete and accurate. Omissions, inaccuracies or misstatements will be cause for disqualification of a Contractor and the rejection of its bid.

Statements and answers relating to each question in this questionnaire must be answered on this form or on sheets attached to the questionnaire. All statements must be on 8-1/2" x 11" paper and must reference the page number of the questionnaire on which it applies. Photographs and other illustrative materials must be identified by the Contractor's name and address and identified by the page number of the questionnaire to which the supplemental material is applicable. All material submitted to the State will become the property of the State and will not be returned to the Contractor.

By submitting this questionnaire as part of the bid for the FURNISHING OF CDS RIMS MAINTENANCE SERVICES project, the Contractor acknowledges and agrees that the State and the State's employees, agents and representatives have the right to make any inquiry or investigation the State deems appropriate to substantiate or supplement information contained herein, and authorizes the release of any and all information sought in such inquiry or investigation to the State and the State's employees, agents and representatives.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

This questionnaire is being submitted on behalf of:

Name of Contractor:

Address:

Telephone No.: Business _____ Fax _____

The Bidder is a: () Sole Proprietorship () Partnership
() Corporation () Joint-Venture
() Other. Please Explain. _____

If the bid is submitted by a joint venture, composed of two or more individual firms, then each member firm must submit all information listed on pages Q2 through Q8 of the Questionnaire for each member comprising the joint venture, and in addition answer the following:

- a) Member of Joint Venture _____
- b) Date of Joint Venture Agreement _____

1. Contractor's organization must be ISO 9000 certified. Please provide a copy of Certificate of Approval and provide the following information:

(a) Approval Certificate Number:

(b) Certificate Expiration Date:

2. How many years experience in maintaining DOT information technology projects, Oracle-based transportation GIS projects, HPMS, and Traffic Monitoring System has your organization had:

(a) As a general Contractor,

(b) as a sub-contractor?

3. Contractor must have successfully completed ten (10) major information technology projects for government transportation agencies within the past five (5) years. Specifically, show what government transportation information technology projects, Oracle-based transportation GIS projects, HPMS, and Traffic Monitoring System software projects with contract values exceeding One Hundred Thousand Dollars (\$100,000.00) your organization has completed in the past five (5) years. Contractor must include the following in the answer: Names, phone number, and addresses of up to five (5) clients who may be contacted, including one (1) client whose information technology and maintenance project is located in the state of Hawaii, and two (2) State DOT information technology projects and Oracle-based transportation GIS projects and HPMS and Traffic Monitoring System software projects. Also include the contract amount, number of miles mapped, nature of the work, and date completed.

Name, Address, Phone No. of Client:

Contract Amount: _____

Date of Project: _____

Nature of Work:

Name, Address, Phone No. of Client:

Contract Amount: _____
Date of Project: _____
Nature of Work:

Name, Address, Phone No. of Client:

Contract Amount: _____
Date of Project: _____
Nature of Work:

Name, Address, Phone No. of Client:

Contract Amount: _____
Date of Project: _____
Nature of Work:

Name, Address, Phone No. of Client:

Contract Amount: _____
Date of Project: _____
Nature of Work:

4. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

5. Has any officer or partner of your organization in the past five (5) years been an officer or partner of some other organization that failed to complete a maintaining DOT information technology projects and Oracle-based transportation GIS projects contract? ___If so, state name of individual, other organization and reason therefore.

6. Has any officer or partner of your organization in the past five (5) years failed to complete a maintaining DOT information technology projects and Oracle-based transportation GIS projects contract handled in his own name? _____ If so, state name of individual, name of Owner and reason therefore.

7. What are the DOT information technology projects, Oracle-based transportation GIS, HPMS and traffic monitoring system software projects experience of the principal individuals of your organization?

Include the following in your answer: Individual's name, present position or office, years of maintaining DOT information technology projects, Oracle-based transportation GIS projects, HPMS, and traffic monitoring system experience, magnitude and type of work.

PARTNERSHIP STATEMENT

If the Bidder is a partnership, answer the following:

- 1. Date of Organization _____
- 2. General Partnership
 Limited Partnership
- 3. Statement of Partnership recorded? Yes No

Date	Book	Page	County
------	------	------	--------

- 4. Has the partnership done business in the State of Hawaii? Yes No
When? _____
Where? _____

- 5. Does the partnership maintain an office in the State of Hawaii? Yes No

Hawaii Address:

Telephone No.: Business _____ Fax _____
 Number of project team members working from this office? _____

- . Attach a complete copy of the Partnership Agreement.

CORPORATION STATEMENT

If Bidder is a corporation, answer the following:

- 1. When incorporated? _____
- 2. Where incorporated? _____
- 3. Is the corporation authorized to do business in the State of Hawaii? Yes No
If so, as of what date? _____

- 4. Does the corporation maintain an office in the State of Hawaii? Yes No

Hawaii Address:

Telephone No.: Business _____ Fax _____
 Number of project team members working from this office? _____

- 5. The corporation is held: Publicly Privately

SUPPORTING TECHNOLOGY QUESTIONNAIRE

Submitted by _____

Contractor is a: Corporation
 Partnership
 An individual.

Principal Office _____

Experience with certain technologies is required to support the CDS/GIS MAINTENANCE SERVICES project. Describe the contractors experience with the following products and technologies:

1. Knowledge and experience with the following operating systems: Microsoft Windows Advanced Server, and Microsoft Windows XP.
2. Web-based GIS experience with the following development languages: GML, SVG, HTML, XML, VBScript, JavaScript, Active CGM and Active Server Pages.
3. Knowledge and experience with the following Computer Aided Design and Drafting (CADD) tools: Bentley's MicroStation versions 7 (J) and V8.
4. Knowledge and experience with the following Computer Aided Design and Drafting (CADD) programming tools: Bentley's MicroStation User Commands, Bentley's Microstation Development Language (MDL), and Microsoft's Visual Basic for Applications using Microstation.
5. Knowledge and experience with the following databases: Microsoft's Access, Microsoft's Access, Oracle's Enterprise database versions 11g and 12c.
7. Knowledge and experience with the following Intergraph products: TerraShare, GeoMedia, GeoMedia Professional, GeoMedia Transportation Analyst, GeoMedia Transportation Manager, GeoMedia WebMap, and GeoMedia WebMap Professional,
8. Building and maintaining transportation data models as it relates to a Geomedia Multi-level Linear Reference System (MLRS) based GIS in a client/server and web-based environment.
9. Presenting dynamically segmented data on a Geomedia Multi-level Linear Reference System (MLRS) based GIS in a client/server and web-based environment.
10. Establishing multiple linear referencing methods (LRM's) to support incoming data in a client/server and web-based environment.
11. Setup and maintenance of Enterprise Oracle replication.
12. Experience with the Oracle graphics programming language.
13. Data and process flow analysis and reengineering.

The undersigned hereby declares: that the foregoing is a true statement of the financial condition of the individual, partnership or corporation herein first named, as of the above date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submittor a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official and affix corporate seal.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

P R O P O S A L

PROPOSAL TO THE STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS

PROJECT: FURNISHING OF CDS RIMS MAINTENANCE SERVICES, STATEWIDE

PROJECT NO: SPR-0010(052) UNIT 1 CDS

COMPLETION TIME: THREE HUNDRED SIXTY-FIVE (365) calendar days from the date indicated in the Notice to Proceed from the Department of Transportation

LIQUIDATED DAMAGES: NONE SPECIFIED

DBE PROJECT GOAL: NONE SPECIFIED %

PROJECT MANAGER:
NAME: Jennifer Arinaga
ADDRESS: 869 Punchbowl St, Rm 301, Honolulu, HI 96813
PHONE NO.: (808)587-1838
EMAIL: jennifer.arinaga@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 2.3 DELIVERY OF PROPOSALS for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.**

BID, PERFORMANCE 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

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.

PROPOSAL SCHEDULE

FURNISHING OF CDS RIMS MAINTENANCE SERVICES, STATEWIDE
FEDERAL-AID PROJECT NO. SPR-0010(052) UNIT 1 CDS

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Amount
1	Project Management	L.S.	L.S.	L.S.	\$ _____
2	General Maintenance	L.S.	L.S.	L.S.	\$ _____
3	Database Maintenance/Support	L.S.	L.S.	L.S.	\$ _____
Data Management					
4	DMT Maintenance	L.S.	L.S.	L.S.	\$ _____
5	DVM Modification	L.S.	L.S.	L.S.	\$ _____
6	DAM Modification	L.S.	L.S.	L.S.	\$ _____
7	DPM Modification	L.S.	L.S.	L.S.	\$ _____
LRS and Base Maps					
8	LRS Maintenance	L.S.	L.S.	L.S.	\$ _____
9	LRS/LRM Modification	L.S.	L.S.	L.S.	\$ _____
10	GIS Maintenance	L.S.	L.S.	L.S.	\$ _____
Website Applications					
11	H1 Website Maintenance	L.S.	L.S.	L.S.	\$ _____
12	Development Website Maintenance	L.S.	L.S.	L.S.	\$ _____
13	H2 Portal Maintenance	L.S.	L.S.	L.S.	\$ _____
14	H2 Portal Modification	L.S.	L.S.	L.S.	\$ _____
CDS Applications					
15	Imagery and 3D Data Library Maintenance	L.S.	L.S.	L.S.	\$ _____
16	Document Management Solution	L.S.	L.S.	L.S.	\$ _____
17	Product/Application Training and Support	L.S.	L.S.	L.S.	\$ _____
TOTAL AMOUNT FOR COMPARISON OF BIDS					\$ _____

Note:

1. Bid price shall include all Federal, State, County and other applicable taxes and fees.
2. TOTAL AMOUNT FOR COMPARISON OF BIDS will 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. In case of a discrepancy between unit price and the total in said bid, the unit price shall prevail.
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. Bidders shall 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

FORMS

Contents:

Sample Contract

Certificate for Performance of Services

Pre-Qualification Questionnaire

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.

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.

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 FURNISHING OF CDS RIMS MAINTENANCE SERVICES – STATEWIDE, FEDERAL-AID PROJECT NO. SPR-0010(052) UNIT 1 CTM, it will fulfill the following conditions:

1. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

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

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

DATED at Honolulu, Hawaii, this ____ day of _____, 20__.

Name of Corporation, Partnership, or Individual

Signature and Title of Signer

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this
_____ day of _____

Notary signature
Notary public, State of _____
My Commission Expires: _____

Doc. Date: _____ #Pages: _____
Notary Name: _____ Circuit
Doc. Description: _____

Notary signature
Date _____

NOTARY CERTIFICATION