STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
HONOLULU, HAWAII

SPECIAL PROVISIONS, SPECIFICATIONS, PROPOSAL AND CONTRACT

FOR

FURNISHING OF CDS/RIMS MAINTENANCE AND MODIFICATION SERVICES ISLAND OF OAHU

FEDERAL-AID PROJECT NO. SPR-0010(058) UNIT 1 CDS

2027

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

The receiving of bids for **FURNISHING OF CDS/RIMS MAINTENANCE AND MODIFICATION SERVICES, ISLAND OF OAHU, FEDERAL-AID PROJECT NO. SPR-0010(058) 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, specifications, proposal, and additional documents designated or incorporated by reference shall be available in HIePRO.

HIePRO OFFER DUE DATE AND TIME is November 23, 2026, at 2:00 p.m., Hawaii Standard Time (HST). **Bidders shall submit and upload the complete proposal to HIePRO prior to the offer due date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Bidders shall not include confidential and/or proprietary documents as part of their proposal. The record of each bidder and their respective proposal shall be open to public inspection. FAILURE TO UPLOAD THE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION.**

The scope of work consists of providing ongoing support, revisions and modifications to the Highways Planning Survey Section's Coordinated Data System/Roadway Information Management System (CDS/RIMS).

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HIePRO **no later than November 9, 2026, at 2:00 p.m., HST.** RFI questions received after the stated deadline shall not be addressed. Substitution Requests received after the stated

deadline shall not be considered. Verbal RFI(s) shall not receive a response. All responses to RFI questions shall be provided for clarification and information only and issued by formal addendum. Any amendments to the solicitation shall be made by formal addendum and posted in HIePRO.

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

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

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

The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order (EO) 11246 has been revoked as per EO 14173. To the extent any contract document references this EO, or associated provisions, those references are inoperative.

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 Hawaii Department of Transportation (HDOT) 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).

Disadvantaged Business Enterprise (DBE). The U.S. Department of Transportation Regulations entitled "Participation by Disadvantaged Business Enterprise in Department of Transportation Financial Assistance Programs", Title 49, CFR, Part 26, is applicable to this project. Bidders are hereby notified that the HDOT shall enforce compliance with the applicable requirements of the DBE program with respect to this project.

Bidders shall read the following included in the solicitation:

1. "CIVIL RIGHTS COMPLIANCE AND DISADVANTAGED BUSINESS ENTERPRISE SPECIAL PROVISIONS"

For additional information, contact Jennifer Arinaga, Project Manager, of our Planning Branch, by phone 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: November 2, 2026

TABLE OF CONTENTS

		PAGE
Civil Rights Compliance and Disadvantaged Business Enterprise Special Provisions		
Special Provisions.		SP-1 - SP-5
Specifications		
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 - 3-5
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	Furnishing of CDS/RIMS Maintenance Services	10-1 - 10-16
Section 11	Supplemental Information	11-1 - 11-2
Appendix A	Pre-Qualification Questionnaire	A-1 - A-6
Proposal		PF-1 - PF-5
Proposal Schedule		PF-6 - PF-10
Forms		
Contract		
Certificate for Performance of Service		

CIVIL RIGHTS COMPLIANCE AND DISADVANTAGED BUSINESS ENTERPRISE SPECIAL PROVISIONS

I. GENERAL

This project is subject to Title 49 Code of Federal Regulations (CFR), 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, as revised by the United States Department of Transportation's (USDOT) DBE Interim Final Rule (IFR) issued October 3, 2025 (hereinafter referred to as IFR). The following shall be incorporated as part of the contract documents for compliance. If any requirements herein 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

The Hawai‘i Department of Transportation's (HDOT) and its political subdivision's Disadvantaged Business Enterprise (DBE) program will operate in a nondiscriminatory manner and without regard to race or sex, while maximizing efficiency of service.

Bidders/offerors, subcontractors, consultants, vendors, suppliers, distributors, manufacturers, trucking companies, service providers, etc. shall fully inform themselves with respect to the requirements of the DBE Regulations.

HDOT's DBE program remains in effect pursuant to 49 CFR Parts 23 and 26. However, consistent with the USDOT's IFR effective October 3, 2025, HDOT has suspended race-conscious measures including DBE contract goals, counting of DBE participation, and associated special provisions, pending the completion of HDOT's DBE certification reevaluation. Where indicated, HDOT reserves the right to reinstate or amend DBE special provisions at a later date, subject to approval by the appropriate USDOT operating administration.

HDOT reserves the right to reimplement, revise, or otherwise modify any reserved provisions, in whole or in part, following its reevaluation period or upon receipt of additional federal guidance. Upon such reimplementation, contractors will be notified in writing and shall comply with the updated requirements as directed by HDOT.

III. NON-DISCRIMINATION POLICY

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, as revised by the

DBE IFR, 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 (RESERVED)

V. PROPOSAL REQUIREMENTS (RESERVED)

VI. COUNTING DBE PARTICIPATION TOWARDS CONTRACT GOAL (RESERVED)

VII. USE OF JOINT CHECKS UNDER THE DBE PROGRAM (RESERVED)

VIII. DEMONSTRATION OF GOOD FAITH EFFORTS FOR CONTRACT AWARD (RESERVED)

IX. ADMINISTRATIVE RECONSIDERATION (RESERVED)

X. AWARD OF CONTRACT (RESERVED)

XI. REPLACEMENT OF A DBE ON A PROJECT WITH A CONTRACT GOAL (RESERVED)

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 Vendor Management System (hereafter referred to as "online tracking system".) The prime contractor shall report the date payment was made by HDOT 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. HDOT 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. HDOT will not withhold any amount from any payment to the contractor, including retainage.

B. The contractor shall pay all subcontractors within 10 calendar days after receipt of any progress payments from HDOT. This clause applies to all subcontractors, and all tiers of subcontracts. As per HRS § 103-10.5 Prompt payment, the contractor will verify that payment or retainage has been released to the subcontractors or its suppliers within the specified time through entries in HDOT'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 HDOT's satisfaction, will be reported by the Contractor or the subcontractor.

C. 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 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 HDOT. The contractor must obtain the prior written approval from HDOT before it can continue to withhold retainage from any subcontractor who has completed its portion of the work. This clause applies all subcontractors, and all tiers of subcontracts.

XIV. RECORDS

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

The records to be kept by the contractor shall include:

1. The names, address, phone number, and contact person of consultants, subcontractors, manufacturers, suppliers, distributors, truckers and vendors;
2. The nature of work of each consultant, subcontractor, manufacturer, supplier, distributor, trucker and vendor;
3. The dollar amount contracted with each consultant, subcontractor, manufacturer, supplier, distributor, trucker and vendor; and
4. Cumulative dollar amount of all change orders to the subcontract.

XV. FAILURE TO COMPLY WITH STATED 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, suppliers, and distributors are hereby advised that failure to carry out all 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 HDOT 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 – DEFINITION AND TERMS

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

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:

Class	BU	Salary Range	Minimum Pay Rate
Information Technology Specialist V Band B	13	SR-24	$ 35.89

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

3.1 AWARD OF CONTRACT is amended by replacing the second paragraph with the following:

"The award of contract, if it be awarded, shall be made within ninety (90) 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 ninety (90) 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 award."

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

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

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

E. 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 Statues, 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."

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

8.6 LIQUIDATED DAMAGES is deleted in its entirety.

G. 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 the Planning Survey Project Engineer, other Department designated email or at the mailing address below.

Planning Survey Section
Hawaii Department of Transportation
869 Punchbowl Street, Room 301
Honolulu, Hawaii 96813

Each invoice shall include but is not limited to the following information:

A. Contractor's name, address and phone number.
B. Invoice number, invoice date
C. HDOT Contract number, project number, and project title.
D. Bid item number, description of services, periods covered/date of services performed, quality, unit price, amount, subtotal, and total."

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

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

SECTION 1 - DEFINITION AND TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.11 DEPARTMENT - The State Department of Transportation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.32 STATE - The State of Hawaii.

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

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

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

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

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

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

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

A. a deposit of legal tender; or

B. a surety bid bond underwritten by a company licensed to issue bonds in the State of Hawaii and submitted on the standard form provided herewith; or

C. a certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by and payable on demand to the State by a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).

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

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

3. The instrument shall be made payable at sight to the Department of Transportation, State of Hawaii.

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

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

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

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

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

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

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

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

D. Lack of proposal guaranty.

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

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

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

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

The award of contract, if it be awarded, shall be made within sixty (60) calendar days after the opening of bids to the lowest responsive and responsible bidder whose proposal complies with all the prescribed requirements. The Department may request the bidders to allow the Department to consider the bids for the issuance of an award beyond the sixty (60) calendar day period. Agreement to such an extension shall be made by a bidder in writing. Only bidders who have agreed to such an extension shall be eligible for the award. No response to request shall mean bidder shall no longer be eligible for award.

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

A. Tax Clearance.

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

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

https://tax.hawaii.gov/

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

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

B. Certificate of Compliance.

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

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

https://labor.hawaii.gov/

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

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

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

C. Certificate of Good Standing.

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

(1) incorporated or organized under the laws of the State; or

(2) registered to do business in the State as a separate branch or division that is capable of fully performing under the contract.

A Hawaii business that is a sole proprietorship, is not required to register with the BREG, and therefore not required to submit a certificate of good standing. Bidders are advised of costs associated

with registering and obtaining a Certificate of Good Standing from the DCCA.

To purchase a Certificate of Good Standing, go to On-Line Services at the following website:

https://cca.hawaii.gov/

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

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

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

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

3.4 REQUIREMENT OF CONTRACT BOND - Only when required by the proposal, the successful bidder at the time of the execution of the contract shall file good and sufficient performance and payment bonds on the forms furnished by the Department, or a facsimile thereof, conditioned for the full and faithful performance of the contract in accordance with the terms and intent thereof and also for the prompt payment to all others for all labor and materials furnished by them to it and use in the prosecution of the work provided for in such contract, in the manner, form and amount required by Section 3-122-224(b)(2), H.A.R., which bonds shall be in an amount equal to fifty per cent (50%) of the contract price, including amounts estimated to be required for extra work, or in the case of price-term, open-end, or requirements contract under which the total amount to be paid to the Contractor cannot be accurately estimated at the time the contract is to be awarded, the bond amounts shall be as designated in the bid documents. Such bonds shall also by

their terms inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in the work so as to give them a right of action as contemplated by Section 103D-324, H.R.S.

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

(a) Legal tender; or

(b) Surety bond underwritten by a company licensed to issue bonds in the State of Hawaii; or

(c) A certificate of deposit; share certificate,; cashier's check; treasurer's check; teller's check drawn by or a certified check accepted by and payable on demand to the State by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).

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

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

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

Pursuant to Section 103D-309, H.R.S., the contract shall not bind the State in any way unless said contract has been fully and properly executed by all the parties thereto and the Comptroller has endorsed thereon a certificate that there is available an unexpended appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract.

3.6 FAILURE TO EXECUTE CONTRACT - Failure to execute the contract, Certificate for Performance of Services and file acceptable bonds, when required, within ten (10) days after

the award of the contract, or within such further time as the Director may allow, shall be cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award of the contract may then be made to the next lowest responsible bidder.

SECTION 4 - SCOPE OF WORK

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

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

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

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

4.4 CHANGES AND CLAIMS FOR ADJUSTMENT

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

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

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

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

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

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

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

4.5 PRICE ADJUSTMENT

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

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

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

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

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

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

4.6 VARIATION IN QUANTITY

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

SECTION 5 - CONTROL OF WORK

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

A. The right to suspend the work.

B. The right to withhold payment due the Contractor.

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

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

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

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

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

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

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

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

A. Requirements not clearly covered in the contract, or not ordered by the Director as extra work;

B. Failure between the State and the Contractor to agree to an adjustment in price for a contract change order issued by the State; or

C. An action or omission on the part of the Director requiring performance changes within the scope of the contract.

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

A. The notice in writing be given:

1. Before the commencement of the work involved, if at that time the Contractor knows of such requirements or the occurrence of such actions or omissions; or

2. Within thirty (30) calendar days after the Contractor knows of such requirements or the occurrence of such action or omission if the Contractor did not have such knowledge before the commencement of the work; or

3. Within thirty (30) calendar days after receipt of the written contract change order that was not

agreed upon by both parties; or

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

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

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

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

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

SECTION 6 - CONTROL OF MATERIAL AND EQUIPMENT

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

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

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

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

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

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

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

1. If a specified or pre qualified item is delayed by a lengthy strike in the factory or other unforeseeable contingency beyond the control of the Contractor which would cause an abnormal delay in the project completion.

2. If a specified or pre qualified item is found to be unusable due to change or other circumstances.

3. If the Contractor is willing to provide a more recently developed or manufactured item of material or equipment of the same manufacturer which the Director determines to be equal or better than the one specified or pre-qualified.

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

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

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

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

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

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

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TYPES OF INSURANCE:

A. Workers' Compensation:

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

B. Comprehensive Automobile Liability:

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

policies.

C. Commercial General Liability:

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

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

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

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

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

SECTION 8 - PROSECUTION AND PROGRESS

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

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

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

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

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

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

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

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

8.5 TEMPORARY SUSPENSION OF WORK

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

1. Cancel the stop work order; or

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

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

1. The stop work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and

2. The contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Director decides that the facts justify such

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

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

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

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

8.7 DEFAULT AND TERMINATION OF CONTRACT

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

similar goods or services.

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

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

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

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

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

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

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

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

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

a. Any completed goods; and

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

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

3. Compensation:

a. The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by subchapter 15, chapter 3-122, HAR, bearing on such claim. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Director may pay the Contractor, if at all, an amount set in accordance with subparagraph c. below.

b. The Director and the Contractor may agree to settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by subchapter 15, chapter 3-122, HAR, and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of goods and manufacturing materials under paragraph (2) of this clause, and the contract price of the work not terminated.

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

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

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

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

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

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

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

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

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

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

SECTION 9 - PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 10 – CDS/RIMS MAINTENANCE AND MODIFICATION SERVICES

10.1 BACKGROUND

The purpose of the Coordinated Data System/Roadway Information Management System (CDS/RIMS) Maintenance and Modification Services 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 ISTEA Management Systems and a Pavement Management System in an Integrated Systems Environment". The State of Hawaii Department of Transportation, Highways Planning Branch, Survey Section (HDOT) 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 that integrates new and legacy data into a logical data warehouse that contains roadway infrastructure and usage information. 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.)

The CDS 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 to meet the evolving needs of HDOT and Federal reporting requirements. CDS system architecture also allows for geographical display and analysis of data. Various applications using the CDS data are integrated 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.

The CDS central data repository is currently in Enterprise Oracle Spatial 19c. The CDS native data format is a mileage-based system compatible with Octave's Multilevel Linear Reference System (MLRS) transportation data model. The data is accessible in its native formats with any Open Database Connectivity (ODBC) compliant commercial off-the-shelf (COTS) software application.

The RIMS applications have been built on the Oracle Application Express (APEX) platform. HDOT also uses standard COTS software such as Google Chrome web browser, Microsoft Access and Excel, and Octave's GeoMedia suite of products.

RIMS includes a web browser-based interactive mapping tool to leverage the CDS architecture. Users can access the CDS data via a map, database query, or report. RIMS applications are also serving as HDOT's Traffic Monitoring System (TMS) software. HDOT 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) modules, which includes the Traffic Count Analytics and Reporting and Traffic Station Survey Acceptance sites. New Quality Assurance/Quality Control (QA/QC) checks have been added to support the loading, checking, and analysis of traffic count data and associated files.

This project is intended to assist HDOT with operating and maintaining the CDS/RIMS and to update and modify the CDS/RIMS components to ensure that these systems keep up with changing needs and ensure maximum productivity of the system. This project will ensure that CDS/RIMS continues to be functional and productive.

10.2 BIDDER QUALIFICATION AND REQUIREMENTS

A. Contractor Qualifications

At the date of bidding, the Contractor shall have completed a minimum of five (5) major information technology projects for government transportation agencies within the past five (5) years.

B. Contractor's Personnel Qualifications

Contractor key personnel must have relevant experience in the following areas. The names and qualifications of these persons shall be included in the "Pre-Qualification Questionnaire" described in Section C below.

B.1 Oracle Database Maintenance Personnel

At the date of bidding, a minimum of five (5) continuous years of experience in the field of Oracle database administration.

B.2 GIS Personnel

At the date of bidding, a minimum of three (3) continuous years of experience in Oracle based transportation GIS projects.

B.3 Data Management Tools Personnel

At the date of bidding

B.3.1. A minimum of three (3) continuous years of experience in assisting states with processing roadway inventory and usage data for HPMS reporting to the Federal Highways Administration (FHWA)

B.3.2. A minimum of three (3) continuous years of experience in assisting government transportation agencies with processing and reporting traffic monitoring data.

C. Pre-Qualification Questionnaire

Prior to award, the Contractor, shall complete and sign the "Pre-Qualification Questionnaire" in Appendix A and **email it to the Project Manager** no later than five (5) working days after the bid due date. The bidder shall be considered non-compliant with the requirements of these Specifications if the bidder fails to submit the completed questionnaire to the Project Manager within the specified time. This failure shall 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 five working days at the start of the project for contractor personnel to familiarize themselves with the system.

D.2 Contractor shall have RIMS Data Management Tools personnel on-site for a minimum of eight working days for RIMS applications development workshopping 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 HDOT can contact database maintenance personnel on any working day during the contract period to perform work under this contract.

10.3 DESCRIPTION OF SERVICES

The Contractor shall provide all labor, material and equipment necessary to provide the services listed in the following detailed description of services. The Project components are detailed below with descriptions of the specific tasks and the deliverables.

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. The management of the project shall also include, but is not limited to the following:

A.1 Project Team

The Contractor shall have a local representative to oversee the weekly maintenance tasks.

Changes to the Contractor PM or other project team members and their assigned responsibilities shall be concurred to in writing by both HDOT and the Contractor.

A.2 Kick-off Meeting

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

A.3 Work Plan

The Contractor shall submit a work plan, including a project schedule, that will be discussed and refined with input from HDOT. The work plan shall define the requirements for each maintenance and modification task and all its subtasks and shall be a detailed and unambiguous roadmap to guide the project. Changes to the work plan shall be concurred to in writing by both HDOT and the Contractor.

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, as deemed necessary by both PMs, shall attend the reviews.

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 the up to ten (10) on-site production and development servers and a virtual server running properly includes upgrading the OS and applying OS/security patches. 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 and approved by HDOT, applied to the servers and workstations.

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 shall be 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, Contractor shall notify the HDOT project manager and take corrective action.

B.1.4 Hardware Maintenance and Management Plan

Contractor shall submit a hardware plan to optimize maintenance of the production and development environments to optimize system maintenance. Contractor shall examine the number of on-site machines and maintenance requirements and submit a plan to utilize HDOT's Amazon Web Service Agreement to reduce the number of on-site machines while also preserving and making accessible the institutional knowledge incorporated in previously developed legacy applications and archived information. 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 the plan submitted to HDOT. The Hardware Plan shall be updated annually.

B.2 Disaster Recovery

This task involves procedures to minimize CDS/RIMS downtime. The procedures shall be reviewed with HDOT and revised as necessary to preserve valuable data and keep systems operational.

B.2.1 Backups

A system of regularly scheduled backups shall be implemented to help recover from system failures should they occur. 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. All database and customer designated user data from various directories shall be included in the backup. The Contractor shall also back up the data and/or images delivered in the photolog service and traffic data collection contracts.

B.2.2 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/RIMS 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.2.3 Client or Server Crash

In the event of an HDOT server crash, the Contractor 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 AND SUPPORT

C.1 Maintenance

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 and their environments. Replication is used to distribute data between database servers.

C.1.1 Server Startup and Shutdown Procedures

Contractor shall periodically review the HDOT server startup and shutdown procedures, keep scripts up to date and document the procedures. The database starts up at bootup 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.

C.1.2 Database Upgrades

Upgrade the Oracle database on 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 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

Contractor shall manage database users. This includes adding users, modifying account information, and removing users.

C.1.4 Monitor Database Resources and Tuning

The database administrator shall analyze disk resources and memory resources for logfiles and tablespaces of the databases periodically. The databases shall be analyzed for performance and tuned to provide the best performance; obsolete tables and views shall be purged from the servers or archived. 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 such as SQL Plus, tnsnames.ora, sqlnet.ora, SQL Developer, client software, ODBC connection software, etc. as they are released by Oracle. These utilities shall be installed on the HDOT servers and client workstations, as applicable. 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 required by HDOT. This shall include gathering the necessary requirements for the new database and tuning it to an efficient instance for the application.

This task also provides for the installation of new database instances that are often required for new projects, test projects, and consultant projects. 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.2 Database Crash

In the event of an HDOT server crash, Contractor shall rebuild the database on the servers. The loading of the OS and applications is included 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 TOOLS

The Highways GIS Portal website has been the primary application for presenting current and historic CDS data to the user community. The current site is called H2. A set of data life cycle tools have been incorporated into RIMS to assist HDOT in the maintenance, integration and verification of data. The toolset is collectively referred to as the Data Management Tools (DMT). The RIMS DMT allows HDOT to load, analyze, edit, and report current and historical highways data through a web browser interface.

The RIMS environment uses Oracle APEX solutions to perform the data management functions using a single, authoritative data source for HDOT 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 HDOT or vendor collected data, other sections and branches within the Department, 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.

The three components of the DMT are as follows:

- Data Verification Manager (DVM) – 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 tools to ensure that the CDS includes 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) –tools used to post process roadway inventory and traffic monitoring data for analysis, display and reporting purposes. DPM tools include the HPMS and TMS Annual Processing modules.

D.1 Data Management Tools Maintenance

This task covers the day-to-day maintenance of RIMS H2 Portal in the development and production environments and these data management tools, along with the continued development of an Administration environment in RIMS to support the coordinated

maintenance. Issues reported by users shall be tracked in the Administration environment. The issues shall be periodically reviewed jointly by HDOT and the Contractor and addressed based on their priority from highest to lowest.

D.2 Data Verification Manager Modification

D.2.1 Roadway Inventory Data

Contractor shall continue to compare, analyze, and report on linearly referenced data. Data issues, including missing GPS, fail accuracy, data quality or historical event stability thresholds, or data that does not fall within a specified locational tolerance of either the lane or route centerline shall continue to be reported.

HDOT has a new roadway photolog inventory data collection vendor. Contractor will work with HDOT and the new vendor to ensure that the data from the new source is loaded to CDS.

D.2.2 Traffic Station Data

HDOT receives traffic count data from the in-house HDOT field crew doing portable counts, a continuous count vendor, and a supplemental portable traffic count vendor. Vendors and count equipment may change over time. Contractor shall modify the submittal portal, as needed, to get the submitted count data, as well as supporting data including images, image location data, and the sketches from the new vendor into CDS. The image location data shall be displayed on a map showing the associated count segment for location verification.

D.2.3 Other Data

HDOT receives data from various other sources that cannot be directly input to the CDS and web portals. This data requires manual processing ensure compatibility with the CDS. 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 data quality reports, including support for the Model Inventory of Roadway Elements (MIRE) as reported through HPMS.

D.3 Data Analysis Manager Modification

Current DAM tools include the Road Survey Analytics and Reporting (RSA), Traffic Station Analyzer (TSA), (Road Survey and Traffic Count) Scheduling, HPMS, and LRS RIMS modules. These tools shall be maintained and modified to further support HDOT's road inventory, pavement, traffic monitoring, GIS/LRS, and other data collection processes. These applications shall be updated as needed to help ensure that quality data is utilized, and reasonable results are generated by the applications. The specialized temporal analysis performed in the DAM tools include linear reference system operations, checking for variances of surveyed highway traffic and inventory data and flagging data quality issues

with traffic count data that was ingested prior to the development of the TSA so that only the good quality data surveys are carried forward from a user specified period.

D.3.1 Road Survey Analytics and Reporting

Contractor shall maintain the RSA so that it remains capable of assisting with quality assurance by verifying data attributes for completeness, accuracy, and uniqueness against a given survey's LRS. Every data item shall be evaluated for data quality by the RSA and any issues with completeness and accuracy shall be reported prior to CDS ingestion. Data issues shall be displayed in a map window as well as a data quality report. Contractor shall also generate a report to schedule a resurvey of all the items failing the accuracy, event stability, quality, completeness and uniqueness thresholds.

Contractor shall modify the RSA as needed to perform the existing data quality check functions on the vendor photolog images and road inventory data. Contractor shall make modifications to enable HDOT to run the data quality checks in the portal.

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:

- Flagging and correcting instances 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.
- Finding instances when values of data items are found to exceed thresholds or applied tolerances when comparing annual surveys and allowing adjustments. 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

The RIMS Scheduling Module includes the review and analyses tools to support both inventory and traffic count survey scheduling. The Scheduling Module produces reports used in scheduling new annual data surveys based on historical data, by location, facility, collection type, collection cycle, and vendor. This module is also where the station inventory is maintained. The Scheduling Module shall be modified to assist in the addition of new facilities to be surveyed, including consolidating the entry of traffic station data necessary for processing from various modules and applications into one user friendly environment.

D.3.4 Traffic Count Analytics

The RIMS TSA Module traffic count analytics occasionally requires modification for new file formats and new HDOT data quality checks. New trend charts and tables shall be developed for analyzing the validity of both the program and permanent station counts outside of the RIMS application shall be incorporated into the TSA.

HDOT is reviewing historical traffic monitoring data loaded prior to the implementation of the RIMS TSA review process. Tools to facilitate HDOT's review and to enable the salvaging or invalidation of erroneous data shall be modified to streamline processes and accommodate additional functions required as HDOT adjusts its processes.

D.3.5 Traffic Data Reports

This module, formerly the Traffic Forecasting Module, shall consolidate various reports used for traffic forecasting as well as other year end traffic data reporting. Contractor shall modify the forecasting reports as needed to incorporate any changes in the HDOT forecasting procedures, including directional forecasts. Contractor shall also produce new reports to help HDOT meet changing reporting needs.

D.4 Data Processing Manager Modification

The DPM tools process the roadway inventory and consolidates and formats the data for reporting and as temporal LRS events for HPMS reporting. The DPM tools also include the annual traffic data processing to produce annualized traffic data.

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

D.4.1 HPMS Module

This task includes modifying the RIMS HPMS module to include the components 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.

The HPMS reporting process has undergone many changes in the past few years due to evolving Federal requirements, as well as a review of HDOT's internal procedures. Contractor shall assist HDOT in continuing process streamlining and documenting the various tables and procedures that produce the HPMS reports.

Contractor shall provide a preview of the FHWA HPMS pavement report card in the RIMS system as well as replicate other validation checks found in the FHWA HPMS software for data validation prior to the HPMS submittal.

D.4.2 TMS Annual Processing

HDOT has updated its annual traffic data processing procedures. Contractor shall provide support and make modifications to the annual processing procedures and conversion from station data to segment data as needed. The DPM shall be modified to incorporate new validation checks as traffic station data reporting needs evolve. Contractor shall work with HDOT to streamline annual processing procedures and document changes.

E. WEBSITE MAINTENANCE AND MODIFICATION

The H2 public portal is an interactive reporting and mapping tool that allows for the publication of data for use by other HDOT offices, agencies, and the public.

This task provides for the following maintenance and modifications to the H2 public portal and its ancillary solutions:

E.1 Website Maintenance

This task includes keeping HDOT's RIMS public portal and ancillary legacy publication websites running. New SLD and traffic count data sets provided by HDOT shall be added to the site ancillary site annually.

E.2 H2 Modifications

This task focuses on making select DMT reports available through RIMS to HDOT specified offices and other agencies or individuals. Contractor shall review HDOT publication needs and develop and implement a plan to address the publishing needs by priority.

F. LRS 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 included in 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 and incorporation of new data sets. HDOT maintains the MLRS through Octave GeoMedia Professional and GeoMedia Transportation Manager software.

F.1 LRS Maintenance

HDOT receives highway alignment data from its Digital Photolog vendor annually. The LRS lane geometries and centerlines are modified as issues are discovered and resolved. Contractor shall assist HDOT in verifying delivered data, modifying the LRS and LRM definitions, and performing LRS validation as required. Contractor shall ensure that changes made to the LRS are published to RIMS and available for distribution 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.

F.2 LRS Modification

LRS/LRM improvements will be necessary to incorporate any new Federal reporting requirements as well as for accommodating minor facilities or new facility types as needed.

G. GIS MAINTENANCE

HDOT uses GeoMedia and GeoMedia Transportation Manager GIS software to display and analyze data and to produce maps. The GIS data includes basemap information and a highway network for state and county roads. Roadway inventory and usage data is dynamically segmented onto the road network. This task involves the maintenance for the daily operation of the GIS environment and workflows.

G.1 Maintain GIS Software

This task involves the loading of the new software versions and hot fixes obtained by HDOT though the licensing contract. Licensing of the HDOT's Octave GeoMedia GIS software is through a separate contract, managed by the HDOT Information and Technology office. Software shall be loaded on the HDOT servers and HDOT client workstations currently running GeoMedia software. The servers and up to five (5) workstations shall be upgraded by the Contractor. HDOT staff will perform additional client workstation upgrades. The Contractor shall verify that current HDOT hardware meets the software requirements and test the software in the current environment before loading any new releases or hot fixes.

G.2 GIS Warehouse Maintenance

Contractor shall assist HDOT in the creation of new or relocated warehouses for additional data sources and relocation of existing warehouses. 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 exist for all data currently used in the GIS. Contractor shall also support HDOT in the creation and maintenance of metadata files.

G.3 Maps, Queries and Reports

G.3.1 Map Cleanup

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. Contractor shall support HDOT in the resolution of map issues.

G.3.2 Map Workflows

The task focuses on support for HDOT map production. The Contractor shall be familiar with accessing the CDS data via the GeoMedia and GeoMedia Transportation

GIS tools available at HDOT and support HDOT in the creation of new GeoWorkspaces or map layouts for map production workflows, as needed.

G.3.3 Queries and Reports

Contractor shall assist HDOT in the creation of new queries or reports as required. Queries and reports are used in the GIS environment to extract or display specific information about the map and database. Spatial queries may also be used to relate map features to one another. Both spatial and non-spatial queries may be required. HDOT will define the parameters to be used to create new queries or reports.

H. CDS APPLICATIONS AND CLOUD BUILD UP

H.1 Central Data Storage Solution

Contractor shall work with HDOT on continuing to develop and implement a central data storage solution.

H.2 Imagery and Data Library

HDOT is using Octave Alto Data Management (formerly ERDAS APOLLO) to manage its imagery and other geospatial data. Contractor shall provide services to help maintain and manage HDOT geospatial data. The data library shall be populated and kept current with imagery, LIDAR, and CADD data that HDOT collects 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 to provide HDOT easy access to the imagery and data through familiar tools.

H.3 Cloud Build Up

Contractor shall work with HDOT to identify hardware and software targets to further transition the current environment to a hybrid of on-site and remote solutions.

I. PRODUCT 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

User 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 at the above address for RIMS users and administrators.

I.3.2 H2 Public Portal

Instruction material on accessing and reporting on data from the H2 Public Portal shall be prepared and be made available on the H2 site. Contractor shall provide a minimum of four (4) hours of online training.

I.3.3 GeoMedia Suite Training

Instruction material on general usage of the software as well as workflows established under G. GIS MAINTENANCE shall be prepared. Contractor shall provide a minimum of one (1) day of onsite training at the above address.

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 TOOLS.

I.5 GeoMedia Suite 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 G. GIS MAINTENANCE.

J. SUBMITTING DELIVERABLES

Contract deliverables include data and programming code, and documentation. The procedures for submitting deliverables are described in this task. The deliverables shall be submitted according to the project schedule defined in section A. PROJECT MANAGEMENT. Contractor shall perform testing and verification prior to delivery to HDOT. Deliverables shall be submitted to the following address:

State of Hawaii, Department of Transportation
Highways 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 delivered software 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 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 contract year.

10.4 CONTRACT PERIOD – The period of the contract shall be ONE (1) YEAR from the date indicated in the "Notice to Proceed" from the Department. Subject to the satisfactory performance of the Contractor and the availability of State appropriations, this contract may be extended for THREE (3) ADDITIONAL ONE (1) YEAR periods, at the option of the State provided:

1. The option to extend is exercised by the State, prior to the expiration of the term of the existing contract;

2. The contract may be extended for THREE (3) ADDITIONAL ONE (1) YEAR periods, without the necessity for rebidding, upon mutual agreement in writing to extend by the State and Contractor;

3. The total term of the contract, including any and all extensions, shall not exceed FOUR (4) YEARS;

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

SECTION 11 – SUPPLEMENTAL INFORMATION

TABLE 1 – Annual Frequency of Task Performance

Section	Section Name	Frequency/Year
A.	**PROJECT MANAGEMENT**	
A.2	Project Kick-off Meeting	1
A.3	Work Plan	1
A.4	Project Status Reviews	52
B.	**GENERAL MAINTENANCE**	
B.1	Maintenance	
B.1.1	Maintain Operating System	4
B.1.2	User Management	4
B.1.3	Diagnostics	12
B.1.4	Hardware Maintenance and Management Plan	1
B.2	Disaster Recovery	
B.2.1	Backups	52
B.2.2	Disaster Recovery Plan	1
B.2.3	Client or Server Crash	1
C.	**DATABASE MAINTENANCE**	
C.1	Maintenance	
C.1.1	Server startup and shutdown procedures	1
C.1.2	Database upgrades	1
C.1.3	User Management	4
C.1.4	Monitor Database Resources and Tuning	12
C.1.5	Oracle Security issues	4
C.1.6	Install/configure new tools, utilities, and new database instances	2
C.1.7	Modify SQL scripts	2
C.1.8	Oracle Linkage/Spatial Maintenance	4
C.2	Database Crash	1
D.	**DATA MANAGEMENT TOOLS**	
D.1	DMT Maintenance	12
D.2	DVM Modification	
D.2.1	Roadway Inventory Data	1
D.2.2	Traffic Count Data	1
D.2.3	Other Data	1
D.3	DAM Modification	
D.3.1	Road Survey Analytics and Reporting	1
D.3.2	Discretionary Analysis Intervention	1

Section	Section Name	Frequency/Year
D.3.3	Survey Scheduling	1
D.3.4	Traffic Count Analytics	2
D.3.5	Traffic Data Reports	2
D.4	DPM Modification	
D.4.1	HPMS Module	2
D.4.2	TMS Annual Processing	1
E.	**WEBSITE MAINTENANCE AND MODIFICATION**	
E.1	Website Maintenance	2
E.2	H2 Modifications	2
F.	**LRS MAINTENANCE AND MODIFICATIONS**	
F.1	LRS Maintenance	4
F.2	LRS Modification	1
G.	**GIS MAINTENANCE**	
G.1	Maintain GIS Software	1
G.2	GIS Warehouse Maintenance	1
G.3	Maps, Queries and Reports	2
H.	**CDS APPLICATIONS**	
G.1	Central Data Storage Solution	1 in year 1
G.2	Imagery and Data Library	1 in year 2
G.3	Cloud Build Up	1 in years 3, 4
I.	**PRODUCT/APPLICATION TRAINING**	
I.3.1	RIMS User Training and Administrator Training	2
I.3.2	H2 Public Portal	1
I.3.3	GeoMedia Suite Training	1
I.4	DMT Support	4
I.5	GeoMedia Suite Onsite Support	1

PRE-QUALIFICATION QUESTIONNAIRE

DO NOT UPLOAD THE PRE-QUALIFICATION QUESTIONNAIRE TO HIePRO. The completed questionnaire shall be emailed to the project manager within five (5) working days after bid due date.

For a proposal for CDS/RIMS MAINTENANCE AND MODIFICATION SERVICES, ISLAND OF OAHU, Federal-Aid Project No. SPR-0010(058) 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 sheets attached to the questionnaire. All supplemental documents must reference the page number of the questionnaire on which it applies.

The completed Pre-Qualification Questionnaire shall be submitted to the Project Manager at the email address indicated on page PF-1 of the Proposal Schedule no later than five (5) working days after the bid due date. Do not upload with the proposal.

By submitting this questionnaire as part of the bid for the CDS/RIMS MAINTENANCE AND MODIFICATION 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 A2 through A6 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 _____

EXPERIENCE

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 5 major information technology projects for government transportation agencies within the past 5 years.

    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) has your organization completed in the past five (5) years. Contractor must include the names of contact persons for 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 and Oracle-based transportation GIS projects and HPMS and Traffic Monitoring System software projects.

    Contractor must include the following in the answer:

    a. Name, address, phone number of the government agency client
    b. Contact person name, phone number and email address
    c. Contract amount
    d. Nature of work
    e. Date project completed.

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

5. Has any officer or partner of you organization in the past five (5) years been an officer or partner of some other organization that failed to complete a DOT information technology maintenance or and Oracle-based transportation GIS project contract? If yes, 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 yes, state name of individual, name of Owner and reason therefore.

7. Contractor key personnel working on this project must have experience in the following:

    a. Oracle Database administration, minimum five (5) continuous years
    b. Oracle based transportation GIS, minimum three (3) continuous years
    c. HPMS reporting, minimum three (3) continuous years

d. traffic monitoring system software, minimum three (3) continuous years

What are the Contractor's key personnel experience in the areas listed above. Include the following in your answer:

1) Individual's name
2) Present position or office
3) Years of relevant experience
4) 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

Submitted by _____

Contractor is a: ( ) Corporation
( ) Partnership
( ) An individual.

Principal Office _____

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

1. Knowledge and experience with the following operating systems: Microsoft Windows Server 2019, and Microsoft Windows 11 Pro.

2. Web-based GIS experience with the following development languages: HTML, XML, JavaScript, Active Server Pages.

3. Knowledge and experience with the following database and database tools: Microsoft Access, Oracle Enterprise database versions 11g and 19, Oracle SQL Developer, Oracle APEX, Safe Software FME.

4. Knowledge and experience with the following Hexagon products: ERDAS Apollo, GeoMedia, GeoMedia Professional, GeoMedia Transportation Manager, GeoMedia WebMap, and GeoMedia WebMap Professional.

5. Building, maintaining and presenting dynamically segmented 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.

6. Establishing multiple linear referencing methods (LRMs) to support incoming data in a client/server and web-based environment.

7. Setup and maintenance of Enterprise Oracle replication.

8. 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:	CDS/RIMS MAINTENANCE AND MODIFICATION SERVICES, ISLAND OF OAHU
PROJECT NO:	SPR-0010(058) UNIT 1 CDS
COMPLETION TIME:	ONE (1) YEAR from the date indicated in the Notice to Proceed from the Department of Transportation with the option to extend for THREE (3) ADDITIONAL ONE (1) YEAR periods, as specified in Section 10.4.
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, pages PF-1 through PF-10, to HIePRO prior to the bid opening date and time. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. See SPECIAL PROVISIONS 2.4 DELIVERY OF PROPOSALS 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

By_____
Authorized Signature

_____
Title

_____
Business Address

_____
Business Telephone

_____
Date

_____
Contact Person and Phone Number
(If different from above.)

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

CDS/RIMS MAINTENANCE AND MODIFICATION SERVICES
ISLAND OF OAHU
FEDERAL-AID PROJECT NO. SPR–0010(058) UNIT 1 CDS

YEAR 1

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 and Support	L.S.	L.S.	L.S.	$	
	Data Management Tools					
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.	$	
	Website Maintenance and Modification					
8	Website Maintenance	L.S.	L.S.	L.S.	$	
9	H2 Modifications	L.S.	L.S.	L.S.	$	
	LRS Maintenance and Modifications					
10	LRS Maintenance	L.S.	L.S.	L.S.	$	
11	LRS Modification	L.S.	L.S.	L.S.	$	
12	GIS Maintenance	L.S.	L.S.	L.S.	$	
13	CDS Applications	L.S.	L.S.	L.S.	$	
14	Product Training and Support	L.S.	L.S.	L.S.	$	

TOTAL AMOUNT FOR YEAR 1 $ _____
(SUM OF ITEMS 1 THROUGH 14)

PROPOSAL SCHEDULE

CDS/RIMS MAINTENANCE AND MODIFICATION SERVICES
ISLAND OF OAHU
FEDERAL-AID PROJECT NO. SPR–0010(058) UNIT 1 CDS

YEAR 2

Bid Item	Description	Estimated Quantity	Unit	Unit Price		Amount
15	Project Management	L.S.	L.S.	L.S.	$	
16	General Maintenance	L.S.	L.S.	L.S.	$	
17	Database Maintenance and Support	L.S.	L.S.	L.S.	$	
	Data Management Tools					
18	DMT Maintenance	L.S.	L.S.	L.S.	$	
19	DVM Modification	L.S.	L.S.	L.S.	$	
20	DAM Modification	L.S.	L.S.	L.S.	$	
21	DPM Modification	L.S.	L.S.	L.S.	$	
	Website Maintenance and Modification					
22	Website Maintenance	L.S.	L.S.	L.S.	$	
23	H2 Modifications	L.S.	L.S.	L.S.	$	
	LRS Maintenance and Modifications					
24	LRS Maintenance	L.S.	L.S.	L.S.	$	
25	LRS Modification	L.S.	L.S.	L.S.	$	
26	GIS Maintenance	L.S.	L.S.	L.S.	$	
27	CDS Applications	L.S.	L.S.	L.S.	$	
28	Product Training and Support	L.S.	L.S.	L.S.	$	

TOTAL AMOUNT FOR YEAR 2 $ _____
(SUM OF ITEMS 15 THROUGH 28)

PROPOSAL SCHEDULE

CDS/RIMS MAINTENANCE AND MODIFICATION SERVICES
ISLAND OF OAHU
FEDERAL-AID PROJECT NO. SPR–0010(058) UNIT 1 CDS

YEAR 3

Bid Item	Description	Estimated Quantity	Unit	Unit Price		Amount
29	Project Management	L.S.	L.S.	L.S.	$	
30	General Maintenance	L.S.	L.S.	L.S.	$	
31	Database Maintenance and Support	L.S.	L.S.	L.S.	$	
	Data Management Tools					
32	DMT Maintenance	L.S.	L.S.	L.S.	$	
33	DVM Modification	L.S.	L.S.	L.S.	$	
34	DAM Modification	L.S.	L.S.	L.S.	$	
35	DPM Modification	L.S.	L.S.	L.S.	$	
	Website Maintenance and Modification					
36	Website Maintenance	L.S.	L.S.	L.S.	$	
37	H2 Modifications	L.S.	L.S.	L.S.	$	
	LRS Maintenance and Modifications					
38	LRS Maintenance	L.S.	L.S.	L.S.	$	
39	LRS Modification	L.S.	L.S.	L.S.	$	
40	GIS Maintenance	L.S.	L.S.	L.S.	$	
41	CDS Applications	L.S.	L.S.	L.S.	$	
42	Product Training and Support	L.S.	L.S.	L.S.	$	

TOTAL AMOUNT FOR YEAR 3 $ _____
(SUM OF ITEMS 29 THROUGH 42)

PROPOSAL SCHEDULE

CDS/RIMS MAINTENANCE AND MODIFICATION SERVICES
ISLAND OF OAHU
FEDERAL-AID PROJECT NO. SPR–0010(058) UNIT 1 CDS

YEAR 4

Bid Item	Description	Estimated Quantity	Unit	Unit Price		Amount
43	Project Management	L.S.	L.S.	L.S.	$	
44	General Maintenance	L.S.	L.S.	L.S.	$	
45	Database Maintenance and Support	L.S.	L.S.	L.S.	$	
	Data Management Tools					
46	DMT Maintenance	L.S.	L.S.	L.S.	$	
47	DVM Modification	L.S.	L.S.	L.S.	$	
48	DAM Modification	L.S.	L.S.	L.S.	$	
49	DPM Modification	L.S.	L.S.	L.S.	$	
	Website Maintenance and Modification					
50	Website Maintenance	L.S.	L.S.	L.S.	$	
51	H2 Modifications	L.S.	L.S.	L.S.	$	
	LRS Maintenance and Modifications					
52	LRS Maintenance	L.S.	L.S.	L.S.	$	
53	LRS Modification	L.S.	L.S.	L.S.	$	
54	GIS Maintenance	L.S.	L.S.	L.S.	$	
55	CDS Applications	L.S.	L.S.	L.S.	$	
56	Product Training and Support	L.S.	L.S.	L.S.	$	

TOTAL AMOUNT FOR YEAR 4 $ _____
(SUM OF ITEMS 43 THROUGH 56)

PROPOSAL SCHEDULE

CDS/RIMS MAINTENANCE AND MODIFICATION SERVICES
ISLAND OF OAHU
FEDERAL-AID PROJECT NO. SPR–0010(058) UNIT 1 CDS

SUMMARY

Total Amount for Year 1 (Items 1 through 14)	$
Total Amount for Year 2 (Items 15 through 28)	$
Total Amount for Year 3 (Items 29 through 42)	$
Total Amount for Year 4 (Items 43 through 56)	$
TOTAL AMOUNT FOR COMPARISON OF BIDS	$

NOTE:

1. Bid prices shall include all Federal, State, County and other applicable taxes and fees.
2. TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.
3. Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.
4. **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(s) 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 control, unless otherwise specified.

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

F O R M S

Contents:

Sample Contract

Sample Certificate for Performance of Services

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 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:

SAMPLE

TOTAL 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 for a period of «WORKING_DAYS» from the date indicated in the Notice to Proceed from the State, with an option to extend for TWO (2) additional ONE (1) YEAR periods subject to the terms specified in Section «SECTION_REFERENCING_OPTION_YEAR» of the Specifications. The total term of this contract shall not exceed THREE (3) YEARS.

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.

The CONTRACTOR further agrees to execute the attached Certification of Compliance for Final Payment form prior to payment of the final payment by the STATE.

All words used herein in the singular shall extend to and include the plural. All

SAMPLE

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» (Seal)

_____

Signature*

_____

Title

*Signatures must be acknowledged by a notary public.

SAMPLE

CERTIFICATE FOR PERFORMANCE OF SERVICES

The undersigned bidder does hereby certify that in performing the services required for CDS/RIMS MAINTENANCE AND MODIFICATION SERVICES, FEDERAL-AID PROJECT NUMBER SPR-0010(058) UNIT 1 CDS, 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

SAMPLE