
REQUEST FOR PROPOSALS

No. RFP-202.04-15

Request for Proposals for

Farrington Highway Realignment Feasibility Study

Proposals Due:
Noon, Hawaii Standard Time
April 18, 2016



Oahu Metropolitan Planning Organization
707 Richards Street, Suite 200
Honolulu, Hawaii 96813-4623
(808) 587-2015

www.OahuMPO.org

Note: If this RFP was downloaded from a website, the prospective Offeror is advised to contact the OahuMPO Project Manager (see Section V) to insure that the Offeror's name, address, telephone and facsimile number(s) are on record for the distribution of any addenda or other communications. OahuMPO is not responsible for the distribution of such materials to those prospective Offerors who have not provided this information. Failure to provide contact information to OahuMPO may result in the submission of an incomplete or non-responsive proposal.

TABLE OF CONTENTS

Contents

| | |
|--|----|
| TABLE OF CONTENTS..... | 3 |
| SECTION I – INTRODUCTION AND KEY DATES | 1 |
| SECTION II – SCOPE OF WORK..... | 4 |
| SECTION III – TERM OF CONTRACT | 7 |
| SECTION IV – PROPOSAL FORMAT AND CONTENT | 7 |
| SECTION V – PRE-PROPOSAL ACTIVITIES..... | 14 |
| SECTION VI – PROPOSAL SUBMITTAL..... | 14 |
| SECTION VII – CONSULTANT SELECTION / METHOD OF AWARD | 15 |
| SECTION VIII – EVALUATION CRITERIA..... | 16 |
| SECTION IX – SPECIAL CONDITIONS..... | 16 |
| A. RESERVATIONS | 16 |
| B. PUBLIC RECORDS..... | 17 |
| C. RIGHT TO CANCEL..... | 17 |
| D. ADDITIONAL INFORMATION | 17 |
| E. DISCUSSIONS..... | 17 |
| F. PROTEST PROCEDURES | 17 |
| G. TITLE VI ASSURANCE..... | 18 |
| H. TAX CLEARANCE | 18 |
| I. WAGES AND LABOR LAW COMPLIANCE..... | 18 |
| J. INSURANCE..... | 18 |
| K. DEBARMENT AND SUSPENSION..... | 19 |
| L. DRUG FREE WORKPLACE..... | 19 |
| M. FALSE STATEMENTS..... | 20 |
| N. SMALL BUSINESS PARTICIPATION..... | 20 |
| O. ENVIRONMENTAL STEWARDSHIP | 20 |
| P. LOBBYING ACTIVITIES | 20 |
| Q. PUBLIC PARTICIPATION AND OUTREACH | 20 |
| SECTION X - ATTACHMENTS | 22 |
| ATTACHMENT A – SELECTION CRITERIA BREAKDOWN..... | 23 |
| ATTACHMENT B – OFFER FORM OF-1..... | 26 |
| ATTACHMENT C – OFFER FORM OF-2 | 28 |
| ATTACHMENT D – DISADVANTAGED BUSINESS ENTERPRISE PROGRAM..... | 30 |
| ATTACHMENT E – DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS..... | 32 |
| ATTACHMENT F – JOINT CONTRACTOR, SUPPLIER, AND MANUFACTURER LISTING | 48 |
| ATTACHMENT G – STATEMENT OF AFFIRMATION AND ACKNOWLEDGEMENT OF DBE REQUIREMENTS..... | 50 |
| ATTACHMENT H – CONFIRMATIONS BY DBE..... | 52 |
| ATTACHMENT I – UDBE PARTICIPATION REPORT & PROMPT PAYMENT CERTIFICATION..... | 54 |
| ATTACHMENT J – UDBE PRIME PARTICIPATION REPORT & PROMPT PAYMENT CERTIFICATION..... | 58 |
| ATTACHMENT K – TITLE VI ASSURANCE SUPPLEMENTAL NOTICE | 62 |
| ATTACHMENT L – OAHUMPO’S TITLE VI ASSURANCE | 64 |
| ATTACHMENT M – CERTIFICATE OF INSURANCE..... | 66 |
| ATTACHMENT N – DEBARMENT & SUSPENSION CERTIFICATION..... | 68 |
| ATTACHMENT O – DRUG FREE WORKPLACE CERTIFICATION | 72 |
| ATTACHMENT P – CERTIFICATION REGARDING LOBBYING..... | 77 |
| ATTACHMENT Q – ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION..... | 81 |

SECTION I – INTRODUCTION AND KEY DATES

- Introduction

The Oahu Metropolitan Planning Organization (OahuMPO) requests proposals to determine the social, environmental, technical, and economic impacts, costs, and benefits of a potential realignment of Farrington Highway to the north-east of Makaha Beach Park; to solicit, collect, and consider input from a wide variety of stakeholders and the public; and to develop consensus around a professional recommendation as to the reasonableness of such a potential realignment.

- Cancellation

The RFP may be cancelled and any or all proposals rejected in whole or in part, without liability, when it is determined to be in the best interest of the State of Hawaii (State) and/or the public.

- Terms and Acronyms

| | |
|---------|---|
| CFR | Code of Federal Regulations |
| County | City and County of Honolulu |
| DBE | Disadvantaged Business Enterprise |
| DTS | City and County of Honolulu Department of Transportation Services |
| GET | General Excise Tax |
| HAR | Hawaii Administrative Rules |
| HDOT | Hawaii Department of Transportation |
| HRS | Hawaii Revised Statutes |
| HST | Hawaii Standard Time |
| OahuMPO | Oahu Metropolitan Planning Organization |
| RFP | Request for Proposals |
| SLH | Session Laws of Hawaii |
| SPO | State Procurement Office |
| State | State of Hawaii |
| TMA | Transportation Management Area |
| USC | United States Code |
| USDOT | United States Department of Transportation |
| § | Section |

Farrington Highway Realignment

Feasibility Study (OahuMPO WE 202.04-15)



- Significant Dates

The dates below are OahuMPO's best estimate of the anticipated schedule of events. If a component of this schedule is delayed, the rest of the schedule will likely be shifted by the same number of days.

| | |
|---|-----------------------------------|
| RFP Release | <i>March 18, 2016</i> |
| Pre-Proposal Conference (if any) | <i>April 1, 2016 at 2:00 p.m.</i> |
| Deadline for submittal of written questions | <i>April 4, 2016 at Noon</i> |
| OahuMPO's response and posting of written questions | <i>April 11, 2016 at Noon</i> |
| Proposals due (date and time) | <i>April 18, 2016 at Noon</i> |
| Evaluation Committee ranks proposals | <i>April 29, 2016</i> |
| Discussions with priority-listed consultants (if necessary) | <i>May 9, 2016</i> |
| Best and Final Offers due (if any) | <i>May 16, 2016</i> |
| Consultant selection and notice of award | <i>June 30, 2016</i> |
| Anticipated contract start date (Notice to Proceed) | <i>December 30, 2016</i> |

A pre-proposal conference will be held at OahuMPO at the date and time specified above. Attendance at the pre-proposal conference is not mandatory. The purpose of the meeting is to review any questions about the RFP. Spontaneous answers to these questions will be provided, however, Offerors are advised that anything said at the pre-proposal conference does not change any part of this RFP. Such oral responses are not binding on the State unless subsequently put in written form and issued as an addendum to this RFP.

Questions concerning the RFP must be submitted in writing (e-mail is acceptable) and received by OahuMPO no later than 12:00 p.m. Hawaii Standard Time, on April 4, 2016. Answers to written questions received by the deadline as well as any changes to the RFP via addenda or amendments will be posted to the OahuMPO's Web site (www.oahumpo.org) by 12:00 p.m. on April 11, 2016. Refer to the RFP for complete instructions. All prospective Offerors are urged to check the OahuMPO's Web site regularly for updates.

- Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS) Chapter 103D and its administrative rules. All prospective Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Offeror shall constitute admission of such knowledge on the part of such prospective Offeror.

SECTION II – SCOPE OF WORK

Notice to Offerors:

The Oahu Metropolitan Planning Organization (OahuMPO) is the established Transportation Management Area agency designated by the United States Secretary of Transportation under 23 USC 134 and 49 USC 5303 that is responsible for conducting regionally-significant transportation planning studies on the Island of Oahu. The OahuMPO is issuing this RFP and will serve as the manager of the project in cooperation with its cooperating agencies: the State of Hawaii Department of Transportation, the City and County of Honolulu Department of Transportation Services, and the Honolulu Authority for Rapid Transportation.

The Makaha Beach Park Master Plan was completed in 1998 for the City & County of Honolulu Department of Parks and Recreation. A concept which was illustrated in that plan was a realignment of Farrington Highway to the north-east of Makaha Beach Park. The plan noted that a draft detailed project report and Environmental Impact Statement (“EIS”) was prepared for the U.S. Army Corps of Engineers in November 1985; and the preferred proposal was to realign Farrington Highway on the mauka (i.e., “mountain”) side of the proposed project site. The stated benefits of this realignment were: 1) increased recreational use, 2) expansion of the beach, 3) additional parking, 4) elimination of highway repairs due to beach erosion and storm waves, and 5) insured access in and out of the west end of the island of Oahu. The realignment of Farrington Highway is included in the current Oahu Regional Transportation Plan as a long-range project. However, the 1998 master plan only presented the idea as a concept and the 1985 Draft EIS is now almost 30 years old. This project will re-examine the realignment concept and estimate the potential impacts, costs, benefits, and feasibility of realigning Farrington Highway.

The consultant will work under the direction of a multi-jurisdictional project working group, which will be formed and supported by OahuMPO.

Per Federal regulation (23 CFR 450.320), any congestion impacts will be analyzed using OahuMPO’s Congestion Management Process. Additionally, the study must be consistent with 23 CFR 450.318 – Transportation planning studies and project development. Regional performance measures, if available, should also be used in the evaluation of alternatives. Though this study is not intended to be an environmental document, MAP-21 Section 1310 encourages the integration of planning and environmental review to the extent possible. (Also see 23 CFR Appendix A to part 450).

The expected products/outcomes of this project are:

- An updated estimate of the potential impacts, costs, and benefits of realigning Farrington Highway to the north-east of the Makaha Beach Park;
- A recommendation or set of recommendations based on technical analysis and evaluation to address existing issues (which may include concepts other than a full realignment of the roadway)

The RFP is available to all interested firms. The RFP provides the specifications and instructions for submitting a proposal and other required information. Interested firms must fully respond to and comply with the specifications and instructions contained in the RFP. The RFP is available for pickup at the OahuMPO office or may be downloaded from its website at www.OahuMPO.org. For additional information, contact Chris Clark at (808) 587-2015.

OahuMPO, a sub-recipient of the United States Department of Transportation (USDOT) Federal Highway Administration and Federal Transit Administration metropolitan planning funds via

Hawaii Department of Transportation (HDOT), has adopted HDOT's Disadvantaged Business Enterprise (DBE) Program in its entirety, and follows HDOT's contract provisions. OahuMPO hereby notifies all Providers that it will affirmatively ensure that, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252 United States Code (USC) 2000d to 2004d-4 and Title 49 Code of the Federal Regulations (CFR), United States Department of Transportation, Subtitle A, Office 3 of the Secretary Part 21, *Nondiscrimination in Federally-Assisted Programs of the Department of Transportation*, issued pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, age, or handicap/disability in consideration for an award. Refer to the *Title VI Assurance – Supplemental Notice* contained in Attachment K of the RFP, which is made an integral part of this request.

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

USDOT regulations entitled *Participation by Disadvantaged Business Enterprise in Department of Transportation Programs*, 49 CFR Part 26 is applicable to this project. The contract DBE goal for this project is indicated in Attachment E, *Requirements for Participation by DBEs*, of the RFP.

The budget for this project is \$385,000, inclusive of Hawaii General Excise Tax.

OahuMPO reserves the right to reject any or all proposals and to waive any defects in said proposals if it is deemed in the best interest of the State and/or the public.

Scope Summary and Requirements

The goal of this project is to conduct a sub-area study of the Makaha Beach Park area from approximately 250 feet south-east of the Farrington Highway/Kili Drive intersection to the Farrington Highway/Makau Street intersection for the purpose of assessing the social, environmental, technical and economic impacts, costs, and benefits of a potential realignment of Farrington Highway.

Product 1: Project Management Plan and Public and Stakeholder Input Process

The Consultant shall determine key points in the study process at which the public and/or key stakeholders could provide valuable and meaningful input. The Consultant shall determine how best to solicit and collect input from the public and key stakeholders in order to help ensure that a broad, representative group of people (especially those traditionally underserved by transportation systems) is informed of the study's goal and has an opportunity to provide input.

The Consultant should assume and budget for monthly coordination meetings with OahuMPO staff. These meetings may be in-person or via electronic means such as telephone or web-meetings. The goal of these meetings is to report on study progress and ensure coordination with the work of OahuMPO and/or its participating agencies.

Product 2: Existing Conditions Report

The Consultant shall measure existing conditions within the study area, including, but not necessarily limited to:

- Farrington Highway alignment and condition
- Traffic operations for all modes
- Safety issues or concerns
- Environmentally sensitive areas within the study area
- Cultural or historical concerns

- Public and stakeholder perceptions of existing operations and issues
- Planned transportation improvements in or near the study area that may impact operations or potential roadway alignments or cross-sections
- Important topography which may impact a potential realignment of Farrington Highway
- Review the 1998 Makaha Beach Park Master Plan
- Review the 1985 Army Corp of Engineers EIS

Any data not readily available will be collected by the Consultant as part of this study.

Product 3: Evaluation Criteria

Based on the information gathered, the consultant will propose a set of evaluation criteria for assessing the impact of any potential improvement strategy. The evaluation criteria shall include, at a minimum,

- Multimodal Safety Improvements;
- Constructability;
- Land and Property Acquisition;
- Social Acceptability and Community Context;
- Environmental Impacts;
- Estimated Costs; and
- Climate Change.

Any pertinent performance measures adopted by the Federal Highway Administration, Hawaii Department of Transportation, City & County of Honolulu, or OahuMPO, if any, shall also be used as evaluation criteria.

Product 4: Develop Alternative Solutions

The consultant will, in collaboration with the multi-jurisdictional working group, develop a set of strategies, policies, capital improvement projects, or other solutions to address the issues identified in Existing Conditions Report. At least one of the identified solutions shall be the possible realignment of Farrington Highway as shown in the 1998 Makaha Beach Park Master Plan. Multiple alternative alignments may also be considered, as well as non-realignment alternatives. One of the alternatives shall also be a no-build strategy.

The Consultant shall take into consideration the Oahu General Plan, the Oahu Regional Transportation Plan, and/or any other adopted planning document which contains projects that may impact the study area.

The Consultant should be aware that HDOT intends to rebuild bridges 3 and 3a within the study area sometime in the next few years. Therefore some re-alignment alternatives may need a sub-alternative which shows the bridges in their current alignment and another sub-alternative showing the bridges in a new alignment.

Product 5: Evaluation and Prioritization of Potential Improvements

The Alternative Solutions will be evaluated using the established Evaluation Criteria. The Consultant will utilize the multi-jurisdictional working group to develop a sub-set of Selected Alternative Solutions for further investigation and development.

Product 6: Cost Estimates of Selected Improvements

The Consultant shall develop life-cycle cost estimates of the Locally Preferred Alternative Solutions as identified by the multi-jurisdictional working group. This may necessitate the further development of a Locally Preferred Alternative Solution and planning-level preliminary design in order to accurately estimate the quantity of materials needed to implement the Locally Preferred Alternative Solution.

Product 7: Final Recommendation(s)

Working with the multi-jurisdictional work group, the Consultant will facilitate the development of a consensus around one or more of the Selected Alternative Solutions as a final recommendation(s). The Consultant shall prepare maps, cross-sections, and other visualizations showing the recommended improvements, as appropriate. To facilitate the preparation of associated environmental documents, the Consultant shall also develop a purpose and need statement for the final recommendation(s).

All products will be provided in both hard copy and acceptable electronic format.

SECTION III – TERM OF CONTRACT

The contract shall be for a period of twenty-four (24) months, beginning approximately December 30, 2016 and ending December 30, 2018.

Unless terminated, OahuMPO and the Offeror may extend the term of the contract for an additional period of not more than twelve (12) months without the necessity of rebidding, upon mutual agreement in writing at least one (1) month prior to expiration of the contract. The contract price for the extended period shall remain the same or lower than the initial price.

The Offeror or OahuMPO may terminate the extended contract period at any time by providing two (2) weeks prior written notice.

Should the Offeror find defects and questionable or objectionable items in the RFP, the Offeror shall notify the OahuMPO in writing prior to the deadline for written questions as stated in Section I – Introduction and Key Dates of this RFP, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum, and mitigate reliance on a defective solicitation and exposure of proposal(s) upon which award could not be made.

For the purposes of this contract, Chris Clark, (808) 587-2015, or authorized representative, is designated the Contract Administrator.

SECTION IV – PROPOSAL FORMAT AND CONTENT

Introduction

One objective of the RFP is to make proposal preparation easy and efficient, giving the Offeror ample opportunity to highlight their proposals. The proposal shall be considered a complete plan for accomplishing the tasks described in this RFP, including any supplemental tasks the Offeror identifies as necessary to successfully meet the goals outlined in this RFP.

The proposal shall describe in detail the Offeror's ability and availability of services to

meet the project goals defined in this RFP. Proposals shall be prepared in a straightforward and concise manner and in a consistent format. Emphasis should be on completeness and clarity of content. Should OahuMPO require additional information for the proposal, the Offeror shall provide the requested information within two (2) business days of that request.

An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

The contents of any proposal shall not be disclosed during the review, evaluation, or discussion processes. Once notice of the award is posted, all proposals, successful and unsuccessful, will become available for public inspection. Confidential information (if any) shall be kept secret to the extent permitted by law. Note that price is **not** considered confidential and **will not be withheld**.

Submission of a proposal shall constitute an incontrovertible representation by the Offeror of understanding, acceptance, and compliance with every requirement of this RFP; and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Format and Content

The proposal shall be organized into sections following the exact format described below – using all titles, subtitles, and numbering. Each section must be addressed individually and pages must be numbered.

The proposal shall be limited to thirty (30) double-sided pages (8.5 inches by 11 inches), inclusive of resumes, graphics, forms, pictures, photographs, front and back covers, etc.; but not of letters of commitment from Subconsultants, DBE documentation, or the transmittal letter.

Type size and margins for text pages should be in keeping with accepted standard formats for desktop publishing and processing, and should result in no less than three hundred fifty (350), but no more than five hundred (500) words per page.

Cover Page

Include the following:

- Name of project
- Names and business addresses of the firms that will conduct the work
- Name, title, mailing address, telephone number, fax number, and email address for the contact person

Section I

Proposal Transmittal Letter

Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in the RFP. The letter should be signed by an official authorized to bind the Offeror contractually. Include the following in the letter:

1. Exceptions to this RFP:

The Offeror shall certify that it takes no exception(s) to this RFP. If the Offeror does take exception(s) to any portion of the RFP, the specific portion to which exception is taken must be identified and explained, and an alternative, if any, should be proposed. Failure to make exceptions to the RFP will be deemed a waiver of any objection.

2. Statement of Impartiality:

This project requires an impartial and unbiased approach on the part of the Offeror team. Include a statement declaring that the Offerors and Subcontractors are not currently participating, and will not participate, during the performance of these services, in any other similar work involving a third party with interests currently in conflict with or likely to be in conflict with OahuMPO's interests.

3. Corrective Actions and Responses to Notices of Deficiencies:

Include a statement declaring whether the Offeror and/or Subcontractors have received any Corrective Actions or Notices of Deficiencies from any government agency or private entity. Include a listing of any such notices received and the response provided by the Offeror or Subcontractors.

4. Litigation:

The Offeror shall disclose any pending litigation to which the Offeror (and/or Subcontractors) is a party, including the disclosure of any outstanding judgment(s). If applicable, include an explanation(s).

5. Offer Form OF-1:

Include a signed Offer Form OF-1 (Attachment B) with the exact legal name, as registered with the Department of Commerce and Consumer Affairs, if applicable, and address of the Offeror's firm. Also include the name, e-mail address, mailing address, and telephone and fax numbers of the person that OahuMPO should contact regarding the proposal.

6. Offer Form OF-2:

Include a signed Offer Form OF-2 (Attachment C) stating the total contract cost for accomplishing the development and delivery of the services. Note that pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

7. Subcontractors

If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:

- a. The general scope of work to be performed by the subcontractor;
- b. The subcontractor's willingness to perform for the indicated.

Section II Table of Contents

Section III Executive Summary

- Include a one-page overview of the entire proposal, highlighting the most important elements.

Section IV Identification of Offeror

Sample Table 1: Offeror

| Firm Name and Principal Place of Business | Age of Firm (years) | Average Number of Employees Over the Past Five Years | Location of Offices |
|--|----------------------------|---|----------------------------|
| Prime Offeror [address] | 10 | 5 | Honolulu, HI Miami, FL |
| Subcontractor Firm [address] | 15 | 10 | Dallas, TX |

Section V Project Approach, Work Plan, and Schedule

- This section shall provide a description of the entire project, demonstrating the Offeror’s understanding of the tasks involved to produce each deliverable. It shall contain a description of how the Offeror proposes to carry out the tasks and why this approach was selected.
- This section shall include a detailed Work Plan for the tasks required to produce the deliverables included in this RFP and/or a variation of those deliverables based upon the Offeror’s recommendations. A Work Plan is crucial to allow the OahuMPO to gauge the Offeror’s understanding of the tasks at hand, the resources required, critical path tasks, project milestones, and reasonableness of the timeline. The task description should be presented in sufficient detail to show a clear understanding of the work and the proposed approach. Indicate if OahuMPO staff is expected to provide support for any of the tasks. The tasks should focus on deliverables demonstrating completion of the task. Include the estimated cost for each deliverable. The Offeror will be paid based on a fixed fee for each deliverable submitted and accepted.
- Provide a proposed project schedule, in the same format as Sample Table 2, to illustrate activity and duration for each task. The schedule should show the expected sequence of tasks, subtasks, etc. Discuss what lines of communication will be implemented to maintain the project schedule.

Sample Table 2: Schedule

| | Months | | | |
|--|--------|---|-------|----|
| | 1 | 2 | | 12 |
| Task 1: Website Update | | | | |
| 1.1 – Work Plan and Schedule | | | | |
| 1.2 – Assessment/Discovery/ Report of Findings | | | | |

Section VI Organization and Staffing

- Describe the proposed project organization and identify the responsibilities of key personnel. Indicate the roles and responsibilities of the prime Offeror and all Subcontractors, including DBE Consultants. Identify the Project Manager.
- Include a table in the same format as Sample Table 3.

Sample Table 3: Project Management Plan

| Task | Prime Offeror Firm | | Subcontractor | Total |
|-----------------|--------------------|--------|---------------|-------|
| DBE | No | No | Yes | N/A |
| Office Location | Honolulu | Dallas | Honolulu | N/A |
| Task 1 | 4% | 0% | 10% | 14% |
| Task 2 | 10% | 25% | 0% | 35% |
| Etc. | | | | |
| Total | | | | 100% |

- Describe the proposed project staffing and identify the number of hours on each task for each firm at each location. Identify the Project Manager.
- Include a table in the same format as Sample Table 4.

Sample Table 4: Proposed Project Staffing Plan Estimated Hours by Firm, Key Personnel, Location, and Task

| Task | Prime Offeror Firm | | | Subcontractor | | Total |
|-----------------|--------------------|--------------|--------------|---------------|--------------|-------|
| | | | | Firm 1 | Firm 2 | |
| Staff | Alex A.* | Bill B. | Carrie C. | Erin E. | Frank F. | |
| Office Location | Honolulu, HI | Honolulu, HI | Honolulu, HI | Tucson, AZ | Honolulu, HI | |
| Task 1 (hrs.) | 8 | 40 | 68 | | 3 | 119 |
| Task 2 (hrs.) | 80 | 20 | 12 | 15 | | 127 |
| etc. | | | | | | |
| Total | 88 | 60 | 80 | 15 | 3 | 246 |

*Alex A. is the project manager for this project.

Section VII Offeror Background and Experience

- Include references for projects similar to this one on which the Offeror Firm has worked. List no less than three (3) and no more than five (5) successfully completed projects of a similar nature. For each completed project, provide the following information:
 - Name of the project

- Start and end dates
 - Name and address of the client
 - Name and current telephone numbers for the client's project manager *[Note: A director of a government agency should not be listed as the project manager (and point of contact) if he/she was not the project manager for the project.]*
 - The type of work performed
 - The dollar value of the contract
 - Key consulting staff that worked on the project
- Include references for projects similar to this one on which the Offeror's Project Manager has worked. List no less than three (3) and no more than five (5) successfully completed projects of a similar nature. At least two (2) of these projects should be projects where the proposed Project Manager's role was that of the Offeror's Project Manager. A project currently being performed may be submitted for consideration as one of the references. For each completed project, provide the same type of information as in the Offeror Background and Experience above. It is OahuMPO's policy to contact the Project Manager's references.

Section VIII Price Plan

- Identify all staff members, including subcontractors, who will be working on the project and the number of hours they will commit to each task of the project.
- Identify the price of each task and the total number of professional hours devoted to each task.
- Include overhead costs, travel, and the general excise tax separately, along with other non-staff related costs.

Sample Table 5: Price Plan

| Task | Professional Hours | | | | Amount |
|-------------------------------|--------------------|----------|-----------|-------|------------------|
| | Alex A. | Bill B. | Carrie C. | Total | |
| Hourly Billing Rates | \$255 | \$213 | \$145 | | |
| Task 1 (hrs.) | 8 | 40 | 68 | 116 | \$20,420 |
| Task 2 (hrs.) | 80 | 20 | 12 | 112 | \$26,400 |
| Task 3 (hrs.) | 80 | 80 | 12 | 172 | \$39,180 |
| Task 4 (hrs.) | 74 | 20 | 40 | 134 | \$28,930 |
| Labor Sub-Total (Hrs.) | 242 | 160 | 132 | 534 | \$114,930 |
| Overhead | | | | | \$56,700 |
| Travel | | | | | \$8,000 |
| Printing and Mailing | | | | | \$2,000 |
| General Excise Tax | | | | | \$6,606 |
| TOTAL COST | \$61,710 | \$34,080 | \$19,140 | | \$188,236 |

Section IX Staff Resumes (limited to one page per employee)

Section X Letters of Commitment

Attachment B: Offer Form OF-1

Attachment C: Offer Form OF-2

Attachment F: Joint Contractor, Supplier and Manufacturer Listing

Attachment G: Statement of Affirmation and Acknowledgment of DBE Requirements

Attachment H: Confirmations by DBE

Attachment M: Certificate of Insurance – SPO Form 150

Attachment N: Debarment & Suspension Certification

Attachment O: Drug Free Workplace Certification

Attachment P: Certification Regarding Lobbying

Attachment Q: Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

In accordance with current Federal regulations, DBEs must be certified for eligibility by HDOT. The Offeror must be reasonably sure that listed firms claiming DBE status are in fact certified as such by HDOT.

OahuMPO has adopted a Race-Conscious DBE Overall Goal. **A 54% DBE contract goal has been set for this contract.** OahuMPO encourages prospective Consultants to take all necessary and reasonable steps to ensure that DBEs have an equal opportunity to compete for and perform on this contract, which is financed in whole or in part with Federal funds. In the evaluation process, one (1) point will be awarded, up to a maximum of five (5) points, for the percent of the project budget that will be paid to a qualified DBE or small business.

OahuMPO has adopted the HDOT's DBE program in its entirety. Refer to Attachments D, E, F, and G for information on HDOT's DBE program.

Pricing

No more than \$385,000, inclusive of Hawaii General Excise Tax and Oahu Surcharge, has been budgeted for this project. The Offeror shall indicate its ability to complete the work described herein for \$385,000 or less. The total amount proposed shall be rounded to the nearest dollar. The funds for this project are a combination of funds provided by OahuMPO and USDOT. The selected Offeror will be paid based on a fixed fee for each deliverable received. The Offeror will submit invoices based upon deliverables completed and accepted by OahuMPO. An amount equivalent to five percent (5%) of each invoice will be deducted and retained by OahuMPO until all of the work required under the contract is completed in an acceptable manner.

SECTION V – PRE-PROPOSAL ACTIVITIES

I. Questions Concerning RFP:

All questions relating to the RFP must be received in writing via mail, facsimile, e-mail, or hand-delivery no later than Noon, Hawaii Standard Time (HST), on April 4, 2016, and should be addressed to:

Chris Clark, Project Manager
Oahu Metropolitan Planning Organization
707 Richards Street, Suite 200
Honolulu, Hawaii 96813-4623
Facsimile: (808) 587-2018
E-mail: chris.clark@oahumpo.org

Inquiries must include the name of the person and Offeror firm that is posing the question(s), as well as their telephone number and e-mail contact information. All responses will be posted on the OahuMPO webpage devoted to this RFP no later than Noon HST, on April 11, 2016. It is the responsibility of the Offeror to check the OahuMPO Web site (www.oahumpo.org) for any questions, answers, addenda, or amendments concerning this RFP.

II. Revision to the RFP:

OahuMPO reserves the right to revise the RFP prior to the date that the proposals are due. Revisions shall be posted on the OahuMPO webpage devoted to this RFP no later than Noon HST, on April 11, 2016. It is the responsibility of the Offeror to check for any revisions to this RFP.

SECTION VI – PROPOSAL SUBMITTAL

Submit four (4) bound copies of the proposal, along with a digital file(s) in PDF format on compact disc. **Proposals may not be submitted by facsimile or by email.** Proposals will be contained in a sealed package with the following information on the outside of the package:

- Name of Offeror
- Project Title
- Package Number (1 of ____, 2 of ____, etc.)

Sealed competitive proposals submitted in response to this RFP will be received and time-stamped at OahuMPO at Suite 200 of the Ocean View Center, 707 Richards Street, Honolulu, Hawaii 96813 no later than Noon HST, April 18, 2016. All proposals shall include the State General Excise Tax and Oahu Surcharge; and the total amount proposed shall be rounded to the nearest dollar. Proposals should be mailed or delivered to:

Chris Clark, Project Manager
Oahu Metropolitan Planning Organization
707 Richards Street, Suite 200
Honolulu, HI 96813-4623

Proposals received subsequent to the hour and date specified above will not be considered.

Failure to comply with the requirements of the RFP may result in disqualification. OahuMPO is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in the proposals. If a proposal is found to have ambiguities or errors, it may receive a lower score during the evaluation process.

SECTION VII – CONSULTANT SELECTION / METHOD OF AWARD

- o Hawaii Revised Statutes (HRS)
 - a. §103D-303 Competitive Sealed Proposals

OahuMPO is following the procedures outlined in the HRS §103D-303 "*Competitive Sealed Proposals*," as amended by the Hawaii State Legislature through Act 52 [Session Laws of Hawaii (SLH) 2003] and Act 216 (SLH 2004) and amendments to Chapter 3-122-112 (Interim), Hawaii Administrative Rules (HAR).

HRS §103D-310 subsection (c) states, in part:

"(c) All offerors, upon award of contract, shall comply with all laws governing entities doing business in the State, including chapters 237, 383, 386, 392, and 393, and shall:

Be incorporated or organized under the laws of the State; or

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

HAR §3-122-112 "*Responsibility of Offerors*" states, in part:

"The offeror, ...upon award of a contract made pursuant to sections 103D-302, 103D-303, 103D-304, 103D-305 or 103D-306, HRS, shall provide:

- (1) A tax clearance certificate from the Department of Taxation and the Internal Revenue Service, subject to section 103D-328, HRS, current within six months of issuance date;*
 - (2) A certificate of compliance for chapters 383, 386, 392, and 393, HRS, from the Department of Labor and Industrial Relations, current within six months of issuance date; and*
 - (3) A certificate of good standing from the Business Registration Division of the Department of Commerce and Consumer Affairs, current within six months of issuance date.*
- (b) In lieu of the above certificates, Offeror may make available proof of compliance through a State Procurement Office designated certification process. (Hawaii Compliance Express)*

(c) For the purpose of this section, a business registered to do business in the State as a separate branch or division means a business that is required to be registered with the Department of Commerce and Consumer Affairs."

b. §11-205.5 Campaign Contributions by State and County Offerors

Offerors are hereby notified of the applicability of HRS §11-205.5, which states that it shall be unlawful for State or County government Offerors to do the following **during the term of their contracts** if the Offerors are paid with funds appropriated by a legislative body:

- "(1) Directly or indirectly make any contribution or to promise expressly or impliedly to make any contribution to any political party, committee, or candidate or to any person for any political purpose or use; or
- (2) Knowingly solicit any contribution from any person for any purpose during any period."

For more information, see the Campaign Spending Commission webpage at www.hawaii.gov/campaign.

o Oral Discussions

Oral discussions may be conducted with priority listed Offerors who submit proposals determined to be acceptable of being selected for award, but proposals may be accepted without such discussions. Oral discussions, if deemed necessary, will be conducted by the Evaluation Committee with the qualified Offerors, either in person or by teleconference. Costs incurred by Offerors, in responding to this document, shall not be charged to OahuMPO or its member agencies. OahuMPO has no responsibility for expenditures until there is a contract fully executed between the parties.

SECTION VIII – EVALUATION CRITERIA

Offerors will be evaluated on the following criteria according to the weights assigned below:

1. Experience & Professional Qualifications Relevant to the Project Type (15 points)
2. Past Performance on Projects with a Similar Scope (10 points)
3. Capacity to Accomplish Work in the Required Time (10 points)
4. Approach to the Project (40 points)
5. Price (20 points)
6. DBE and Small Business Participation (Up to 5 points)

A breakdown of criterion and corresponding number of points assigned is found in Attachment A.

SECTION IX – SPECIAL CONDITIONS

A. Reservations

This RFP does not commit OahuMPO to award a contract; to defray any costs incurred in the preparation of a cost proposal or technical proposal pursuant to this RFP; or to procure or contract for work. OahuMPO may reject proposals without providing the reason(s) underlying the declination.

B. Public Records

All proposals submitted in response to the RFP become the property of OahuMPO and public records; as such, they may be subject to public review, with the exception of those portions for which the Offeror has made a written request of confidentiality and OahuMPO has agreed are confidential or proprietary.

If an Offeror believes any portion of a proposal contains information that should be withheld as confidential, the Offeror shall request, in writing, nondisclosure of designated trade secrets or other proprietary data found to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Note that price is **not** considered confidential and **will not be withheld**.

Offerors who wish to release information to the public regarding Offeror selection, contract award, or data provided by OahuMPO must receive prior written approval from OahuMPO before disclosing such information to the public.

C. Right to Cancel

OahuMPO reserves the right to cancel or revise, for any or no reason, in part or in its entirety, this RFP. If OahuMPO cancels the RFP prior to the deadline for RFPs or revises the RFP, notification will be placed on OahuMPO's Web site.

OahuMPO reserves the right to: (1) reject any or all offers if such action is in the public interest, and/or (2) waive informalities and minor irregularities in offers received.

D. Additional Information

OahuMPO reserves the right to request additional information and/or clarification from any or all Offerors on their proposals, but is under no obligation to do so. OahuMPO also reserves the right to award a contract on the basis of initial proposals received, without discussions. Therefore, each initial proposal should contain the Offeror's best offer from a technical standpoint.

E. Discussions

Proposals may be accepted and evaluated without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals may be generated. Discussion may be conducted with priority listed Offerors. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the Best and Final Offer is tendered.

F. Protest Procedures

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Chris Clark, Project Manager
Oahu Metropolitan Planning Organization
707 Richards Street, Suite 200
Honolulu, HI 96813-4623

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the Procurement Officer's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Awards, Notices and Solicitations (PANS), which is available on the SPO Web site:
<http://www.hawaii.gov/spo2/source/>.

G. Title VI Assurance

Offerors are hereby notified that OahuMPO will strictly enforce full compliance with all the requirements of OahuMPO's Title VI Plan with respect to this project. Refer to Attachments K and L.

H. Tax Clearance

Pursuant to HRS Section 103-53, as a prerequisite to entering into contracts of \$25,000 or more, providers shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation and the Internal Revenue Service (IRS). Offerors are directed to Hawaii Compliance Express (<https://vendors.ehawaii.gov/hce/splash/welcome.html>) which expedites the Offeror's ability to furnish proof of compliance with the requirements of 103D-310(c), HRS. The Compliance Express service saves the Offeror time and hassle by providing an online "Certificate of Vendor Compliance" for the Offeror's business entity. This single certificate eliminates the need to obtain individual copies of clearances with the IRS, Department of Labor, DCCA, and State tax offices. The service includes real time monitoring of the Offeror's status of compliance with each agency and the Offeror will be automatically notified by e-mail any time its compliance status is changed.

I. Wages and Labor Law Compliance

If applicable, by submitting a proposal, the Offeror certifies that the Offeror is in compliance with HRS Section 103-55, wages, hours, and working conditions of employees of contractors performing services. Refer to HRS Section 103-55, at the Hawaii State Legislature Web site (<http://capitol.hawaii.gov/>).

J. Insurance

Include in the Offeror's submittal Proof of Insurance (Attachment M) for:

- General Commercial Liability Insurance (coverage must be based on occurrence)
 - Not less than \$1,000,000 per occurrence for bodily injury and property damage;
 - Not less than \$2,000,000 aggregate coverage
 - The State of Hawaii shall be named as an additional insured
- Automobile Insurance
 - Not less than \$1,000,000 per accident

- The State of Hawaii shall be named as an additional insured
- Workers Compensation and Employer's Liability
 - Not less than the Hawaii Revised Statutes (HRS) §386 statutory limit.
 - At a minimum, bodily injury (per accident) should not be less than \$1,000,000
 - At a minimum, bodily injury from disease (per employee) should not be less than \$1,000,000
 - At a minimum, bodily injury from disease (aggregate) should not be less than \$1,000,000
 - OahuMPO also requests (but cannot require) waiver of subrogation in favor of the State of Hawaii
- Professional Liability (Errors and Omissions)
 - Not less than \$1,000,000 per claim;
 - Not less than \$2,000,000 annual aggregate

If a firm is not able to provide the above insurance certificates at this time, a letter from an insurance company stating, if the firm is selected, they will insure the firm for the insurance policies and the amount of minimum coverage required above, will be accepted as proof of insurance.

The insurance shall be provided by an insurance company authorized by the laws of the State of Hawaii to issue such insurance in the State of Hawaii. Coverage by a "non-admitted" carrier is permissible provided the carrier has a Best's Rating of "A-VII" or better.

A separate endorsement form (CG 20 10 or equivalent – Attachment Q) shall be included with the Certificate of Insurance with the General Liability policy number printed at the top of the form. The form shall also include the project number, project title, and the State of Hawaii Department of Transportation as the owner.

See Attachment M, Attachment Q, or contact the State Risk Management Office (808-586-0550) for more information.

K. Debarment and Suspension

The inability of a person to provide the Debarment and Suspension Certification required (see Attachment N) will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out in Attachment N. The certification or explanation will be considered in connection with the department's or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

L. Drug Free Workplace

Per 49 CFR §29, Offerors (and, if applicable, all sub-contractors) must sign and submit the Drug Free Workplace Certification, as shown in Attachment O. Failure or inability to submit the certification will result in the Offeror's proposal not being considered in the selection process.

M. False Statements

Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the United States Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report, or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the United States Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.

N. Small Business Participation

As part of OahuMPO's Disadvantaged Business Enterprise (DBE) Program, OahuMPO encourages the participation of small local businesses as prime consultants or subcontractors. Large prime consultants are encouraged to provide, where possible, subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved. Also, consortia or joint ventures of small businesses, including DBEs, are encouraged to compete for and perform prime contracts.

O. Environmental Stewardship

OahuMPO is conscious of the impact it has on the environment and natural resources. Respondents are encouraged to be concise in their proposals, and to submit documents that can be easily recycled. Section dividers, front and back covers, spiral bindings and other non-essential non-recyclable frivolities are discouraged. Printed proposals may be bound with a single staple in the top left-hand corner of the document. Respondents are strongly encouraged to print on both sides of each page, use paper containing recycled material, use 10 point Century Gothic font, use margins of no more than 1", and, overall, take steps to minimize the resources used in the production of their proposal while still fully responding to this RFP. Type size and margins for text pages should result in no fewer than three hundred fifty (350) words per page, but no more than five hundred (500) words per page.

P. Lobbying Activities

According to 31 USC 1352, as implemented at 49 CFR Part 20, all Offerors and recipients of Federally appropriated funds must abide by the following rules with respect to lobbying:

1. All Offerors for and recipients of a Federal contract, grant, or cooperative agreement in excess of \$100,000 may not use Federal funds to lobby an officer or employee of any Federal agency or Member of Congress.
2. Every time a potential recipient applies for or receives such a contract, grant, or cooperative agreement, it must file a written declaration at the time of application that

states that no federal funds have been paid for lobbying and that, if non-Federal funds are used for lobbying, it will file a lobbying disclosure form.

3. If a recipient uses non-Federal funds for lobbying, it must submit a disclosure form to report these activities. If the activities change materially, the recipient must file an additional form for that quarter.

Attachment P, Certification Regarding Lobbying, of this document shall be completed and submitted to OahuMPO with the proposal.

Q. Public Participation and Outreach

Soliciting and evaluating public input regarding transportation issues and opportunities is a core function of OahuMPO. Almost all planning studies managed by OahuMPO should contain some element of public outreach and engagement. Where applicable, the offeror is strongly encouraged to consider and include in their proposal:

- a) A Public Participation Plan that outlines outreach strategies to effectively communicate important information;
- b) Conducting one or more public informational and/or scoping meeting(s) in the general area of the project to:
 - i) solicit input to encourage and facilitate public participation in the process;
 - ii) review existing relevant documents such as previous planning studies, environmental documents, analyses and models, etc.;
 - iii) present any action or recommendation being considered by the study team
- c) Public meetings that shall comply with Title VI of the Civil Rights Act of 1964 and federal Environmental Justice requirements;
- d) Public meetings that shall comply with Limited English Proficiency (LEP) state requirements;
- e) Conducting advance outreach with community organizations, religious institutions, youth sports and cultural clubs, and shopping centers in the general project area;
- f) Generating a database of the population composition and demographic statistical information of impacted neighborhoods;
 - i) Provide it to the Office of Civil Rights (OCR);
- g) Securing a meeting venue, providing a full range of public notification for the meeting(s) (e.g., newspaper ad, radio announcements, internet posting, flyers meeting state LEP requirements);
- h) A plan to provide interpretive services, if requested, for individuals or groups attending the public meeting;
- i) Preparing all meeting materials including visual presentations and handouts, and documentation of the meeting;
- j) Providing community liaison and facilitation services at the meeting

SECTION X - ATTACHMENTS

- Attachment A: Selection Criteria Breakdown (*Informational*)
- Attachment B: Offer Form OF-1 (*Submit completed form with Proposal*)
- Attachment C: Offer Form OF-2 (*Submit completed form with Proposal*)
- Attachment D: Disadvantaged Business Enterprise Program (*Informational*)
- Attachment E: Disadvantaged Business Enterprise Requirements (*Informational*)
- Attachment F: JOINT CONTRACTOR, SUPPLIER AND MANUFACTURER LISTING (*Submit completed form with Proposal*)
- Attachment G: Statement of Affirmation and Acknowledgment of DBE Requirements (*Submit completed form with Proposal*)
- Attachment H: Confirmation by DBE (*Submit completed form with Proposal*)
- Attachment I: UDBE PARTICIPATION REPORT & PROMPT PAYMENT CERTIFICATION (*Submit completed form with all invoices*)
- Attachment J: UDBE PRIME PARTICIPATION REPORT & PROMPT PAYMENT CERTIFICATION (*Submit completed form with final invoice*)
- Attachment K: Title VI Assurance Supplemental Notice (*Informational*)
- Attachment L: OahuMPO's Title VI Assurance (*Informational*)
- Attachment M: Certificate of Insurance – SPO Form 150 (*Submit completed form with Proposal*)
- Attachment N: Debarment and Suspension Certification (*Submit completed form with Proposal*)
- Attachment O: Drug Free Workplace Certification (*Submit completed form with Proposal*)
- Attachment P: Certification Regarding Lobbying (*Submit completed form with Proposal*)
- Attachment Q: Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization (*Submit completed form with Proposal*)

Attachment A
Selection Criteria Breakdown

(Informational)

CONSULTANT SELECTION CRITERIA

The selection criteria for evaluating the Proposals are as follows. The number of points assigned to each criterion is indicated.

| | |
|---|--------------------------------|
| EXPERIENCE & PROFESSIONAL QUALIFICATIONS RELEVANT TO THE PROJECT TYPE | Up to 15 points |
| <ul style="list-style-type: none"> • Relevant qualifications and experience of the Project Manager and/or team members <ul style="list-style-type: none"> ○ <i>Proposal evaluation incorporates, but need not be limited to:</i> <ul style="list-style-type: none"> • Previous experience in corridor studies • Previous experience with sub-area studies • Previous experience with public input processes • Relevant familiarity and experience of the Project Manager and/or team members with Oahu and the role of MPOs <ul style="list-style-type: none"> ○ <i>Proposal evaluation incorporates, but need not be limited to:</i> <ul style="list-style-type: none"> • Familiarity with Oahu’s transportation infrastructure • Familiarity with OahuMPO’s products and procedures • Familiarity with OahuMPO’s partner agency relationships | |
| PAST PERFORMANCE ON PROJECTS WITH A SIMILAR SCOPE | Up to 10 points |
| <ul style="list-style-type: none"> • Past performance <ul style="list-style-type: none"> ○ <i>Proposal evaluation incorporates, but need not be limited to:</i> <ul style="list-style-type: none"> • Past performance on similar projects (if any) • References for the firm(s) and/or individual(s) • References for the Project Manager • Corrective actions and responses to Notices of Deficiencies <ul style="list-style-type: none"> ○ <i>Proposal evaluation incorporates, but need not be limited to:</i> <ul style="list-style-type: none"> • Corrective actions or Notices of Deficiencies received, if any | |

| | |
|---|--------------------------------|
| CAPACITY TO ACCOMPLISH WORK IN THE REQUIRED TIME | Up to 10 points |
| <ul style="list-style-type: none"> • Resources and schedule <ul style="list-style-type: none"> ○ <i>Proposal evaluation incorporates, but need not be limited to:</i> <ul style="list-style-type: none"> • Resources and manpower of the firm to complete the project in a timely manner • Schedule • Organization of the project team • Lines of communication to maintain the project schedule | |
| APPROACH TO THE PROJECT | Up to 40 points |
| <ul style="list-style-type: none"> • Proposed work plan <ul style="list-style-type: none"> ○ <i>Proposal evaluation incorporates, but need not be limited to:</i> <ul style="list-style-type: none"> • Understanding of the project needs • Incorporation of the project needs into the work plan • Exceptions taken to the RFP, if applicable • Project Cost <ul style="list-style-type: none"> ○ <i>Proposal evaluation incorporates, but need not be limited to:</i> <ul style="list-style-type: none"> • Commitment of team members to complete the project on or under budget • Reasonableness of cost assigned to each deliverable • Average cost per hour of staff time committed to the project | |
| Price | Up to 20 points |
| <ul style="list-style-type: none"> • [Lowest Proposal Price x 20] ÷ Offeror's Proposed Price = Points Awarded | |
| DBE PARTICIPATION | Up to 5 points |
| <ul style="list-style-type: none"> • One point will be awarded, up to a maximum of five points, for every one percent of the project budget that will be paid to a qualified DBE or small business | |

Attachment B
Offer Form OF-1

(Submit completed form with Proposal)

OFFER FORM OF-1

Farrington Highway Realignment Feasibility Study
Oahu Metropolitan Planning Organization
<<RFP-202.04-15>>

Mr. Brian Gibson
Oahu Metropolitan Planning Organization
Honolulu, Hawaii 96813

Dear Mr. Gibson:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer: 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

Sole Proprietor Partnership *Corporation Joint Venture Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

(x) _____
Authorized (Original) Signature

Date

Name and Title (Please Type or Print)

Telephone No.

Exact Legal Name of Company (Offeror)

E-mail Address

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

Attachment C

Offer Form OF-2

(Submit completed form with Proposal)

OFFER FORM OF-2

Farrington Highway Realignment Feasibility Study

Oahu Metropolitan Planning Organization

RFP – 202.04-15

Total contract cost for accomplishing the development and delivery of the services.

\$ _____

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

Offeror _____

Name of Company

Attachment D
Disadvantaged Business Enterprise Program
Supplemental Notice

(Informational)

SUPPLEMENTAL NOTICE
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Offerors are hereby notified that the Oahu Metropolitan Planning Organization will strictly enforce full compliance with all of the requirements of the Department of Transportation's Disadvantaged Business Enterprise (DBE) program with respect to this project.

Offerors are directed to read and be familiar with the *Disadvantaged Business Enterprises (DBE) Requirements* (Attachment E), included herewith, which establishes the program requirements pursuant to Title 49 Code of Federal Regulations part 26, and, particularly, the requirements of certification, method of award, and evidence of good faith.

Offeror's attention is further directed to the additional form now required to be executed and submitted by the Offeror as part of its bid, entitled *Statement of Affirmation and Acknowledgement of DBE Requirements* (Attachment G) and Joint Contractor, Supplier, Manufacturer Listing (Attachment F), which is included herewith. By this statement, the Offeror certifies that the Offeror has read and is fully knowledgeable and aware of the requirements and responsibilities with respect to the project's DBE requirements.

All of the above DBE program requirements, including the good faith effort requirements, will be strictly enforced in evaluating the Offeror's efforts in obtaining DBE participation in its contract.

A proposal that fails to meet these requirements will be considered non-responsive and will be rejected.

Attachment E

Disadvantaged Business Enterprise Requirements

(Informational)

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

I. GENERAL

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

II. POLICY

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

III. UNDERUTILIZED DBEs

An Underutilized DBE ("UDBE") is a firm that meets the definition of a DBE and is a member of one of the following groups:

1. Hispanic Americans;
2. Native Americans (including Native Hawaiians);
3. African Americans; and
4. Women.

References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.

IV. DBE ASSURANCES

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

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

The 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.

V. BIDDER/OFFEROR RESPONSIBILITIES

All bidders/offerors are required to register with the Department's Office of Civil Rights (OCR), DBE Section, using the Bidder Registration Form which can be downloaded from the Department's website at <http://hawaii.gov/dot/administration/ocr/DBE>. Certified DBEs are considered registered with the Department and are not required to submit a Bidder Registration Form. All other bidders/offerors are required to complete this form which may be faxed to 808-587-2025, e-mailed to: melanie.martin@hawaii.gov, or mailed to the OCR DBE Section, 869 Punchbowl Street, Room 112, Honolulu, Hawaii 96813. Registered bidders/offerors are posted on the website listed above.

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

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

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

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

VI. PROPOSAL REQUIREMENTS

- A. UDBEs must be certified by the bid opening date.
- B. UDBE manufacturers, suppliers and any second tier subcontractors shall be listed in the proposal in order to receive credit.
- C. Copies or faxes of all "Confirmation by DBE" forms signed by each DBE listed in the proposal shall be submitted to the Project Manager listed in the proposal **five (5) days after bid opening.**² Information to be provided on the form shall include the name of the DBE, address, project name and number, prime contractor name, appropriate NAICS code and description of the type of work the DBE is certified to perform under this contract. Failure to provide this completed form may be cause for bid/proposal rejection.
- D. The dollar amount of each subcontract (both DBE and non-DBE firms) for all subcontractors, manufacturers and suppliers listed in the proposal shall be submitted within five (5) calendar days of bid opening. Failure to comply with this requirement for all bidders, whether they are the low bidder or not, may result in bid rejection.
- E. In a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals, but must provide the information required above, before the final selection for the contract is made by the Department.
- F. If the contract goal is not met, all bidders, whether the low bidder or not, are required to submit quotations for both a UDBE and non-UDBE subcontractor when a non-UDBE is selected over a UDBE for the project, five (5) calendar days after bid opening.
- G. Calculation of the UDBE contract goal for this project is the proportionate contract dollar value of work performed, materials, and goods to be supplied by UDBEs. This UDBE contract goal is applicable to all the contract work performed for this project and is calculated as follows:

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

UDBE contract goal percentage = Contract Dollar Value of the work to be performed by UDBE subcontractors and manufacturers, plus 60% of the contract dollar value of UDBE suppliers, divided by the sum of all contract items (sum of all contract items is the total amount for comparison of bids less mobilization, force account items, and allowance items).

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

VII. COUNTING UDBE PARTICIPATION TOWARDS CONTRACT GOAL

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

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

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

1. The UDBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting UDBE goals;
2. The UDBE must itself own and operate at least one (1) fully licensed, insured, and operational truck used on the contract;
3. The UDBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;
4. The UDBE may lease trucks from another UDBE firm, including an owner-operator who is certified as a UDBE. The UDBE who leases trucks from another UDBE receives credit for the total value of the transportation services the lessee UDBE provides on the contract;
5. The UDBE may also lease trucks from a non-UDBE firm, including from an owner-operator. The UDBE that leases trucks equipped with drivers from a non-UDBE is entitled to credit for the total value of transportation services provided by non-UDBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by UDBE-owned trucks or leased trucks with UDBE employee drivers. Additional participation by non-UDBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate Department operating administration.

EXAMPLE: UDBE firm X uses two (2) of its own trucks on a contract, leases two (2) trucks from UDBE Firm Y and six (6) trucks from non-UDBE Firm Z. UDBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four (4) of the six (6) trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight (8) trucks. With respect to the other two (2) trucks provided by Firm Z, UDBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z;

6. The UDBE may lease trucks without drivers from a non-UDBE truck leasing company. If the UDBE leases trucks from a non-UDBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

EXAMPLE: UDBE Firm X uses two (2) of its own trucks on a contract. It leases two (2) additional trucks from non-UDBE Firm Z. Firm X uses its own employees to drive the trucks leased from Firm Z. UDBE credit would be awarded for the total value of the transportation services provided by all four (4) trucks; and

7. For purposes of determining whether a trucking firm performs a CUF, a lease must indicate that the UDBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the UDBE, so long as the lease gives the UDBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the UDBE.
- H. The bidder/offeror may be a joint venture or partnership that has a certified UDBE as a partner. A "Joint Venture" means an association between a UDBE firm and one (1) or more other firms to carry out a single, for-profit, business enterprise for which the parties combine their property, capital, efforts, skills and knowledge, and in which the UDBE is responsible for a distinct, clearly defined portion of the work of the contract, and whose share in the capital contribution, control, management, risks and profits are commensurate with its ownership interest.
- I. Effects of a Summary Suspension of a UDBE. When a UDBE's certification is suspended, the UDBE may not be considered to meet a contract goal on a new contract and any work it does on a contract received during the suspension shall not be counted towards the overall goal. The UDBE may continue to perform work under an existing contract executed before the UDBE received a Notice of Suspension and may be counted towards the contract goal during the period of suspension as long as the UDBE is performing a CUF under the existing contract.
- J. Effects of Decertification of a UDBE. Should a UDBE become decertified during the term of the subcontract for reasons beyond the control of and with no fault or negligence on the part of the contractor, the work remaining under the subcontract may be credited towards the contract goal, but are not included in the overall accomplishments.

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

VIII. USE OF JOINT CHECKS UNDER THE UDBE PROGRAM

- A. The following guidelines apply to the use of joint checks:
 1. The second party (typically the prime contractor) acts solely as a guarantor;
 2. The DBE must release the check to the supplier;
 3. The use of joint checks is a commonly recognized business practice;

4. The Department must approve the use of joint checks prior to use by contractors and/or DBEs. As part of this approval process the Department will analyze industry practice to confirm that the use of joint checks is commonly employed outside of the DBE program for non-DBE subcontractors on both federal and state funded contracts. Using joint checks shall not be approved if it conflicts with other aspects of the DBE regulations regarding CUF; and
 5. The Department will monitor the use of joint checks closely to avoid abuse.
- B. Contractors and DBEs should review the following general guidelines when determining whether to use joint checks closely to avoid abuse:
1. That standard Industry practice applies to all contractors (federal and state contracts);
 2. Use of joint checks must be available to all subcontractors;
 3. Material industry sets the standard industry practice, not prime contractors;
 4. Short term, not to exceed reasonable time (i.e., one (1) year, two (2) years) to establish/increase a credit line with the material supplier;
 5. No exclusive arrangement between one (1) prime and one (1) DBE in the use of joint checks that might bring the independence of the DBE into question;
 6. Non-proportionate ratio of DBE's normal capacity to size of contract and quantity of material to be provided under the contract;
 7. The DBE is normally responsible to install and furnish the work item; and
 8. The DBE must be more than an extra participant in releasing the check to the material supplier.
- C. The Department shall allow the use of joint checks if the following general conditions are met:
1. DBE submits request to the Department for action;
 2. There is a formalized agreement between all parties that specify the conditions under which the arrangement shall be permitted;
 3. There is a full and prompt disclosure of the expected use of joint checks;
 4. The Department will provide prior approval;
 5. DBE remains responsible for all other elements of 49 CFR 26.55(c)(1);
 6. The agreement states clearly and determines that independence is not threatened because the DBE retains final decision making responsibility;
 7. The Department will determine that the request is not an attempt to artificially inflate DBE participation;
 8. Standard industry practice is only one (1) factor;
 9. The Department will monitor and maintain oversight of the arrangement by reviewing cancelled checks and/or certification statement of payment; and

10. The Department will verify there is no requirement by prime contractor that the DBE is to use a specific supplier nor the prime "contractors" negotiated unit price.

IX. DEMONSTRATION OF GOOD FAITH EFFORTS FOR CONTRACT AWARD

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

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

X. ADMINISTRATIVE RECONSIDERATION.

- A. If under the provisions of 49 CFR, Part 26.53(d), if it is determined by the Department that the apparent successful bidder/offeror has failed to meet the provisions of this subsection, the bidder/offeror may submit a protest to request an administrative reconsideration. The bidder/offeror must file this request with the Department's OCR within five (5) calendar days of notification by the Department that the bidder/offeror failed to meet the requirements of this subsection. As part of this reconsideration request, it is the bidder's/offeror's responsibility to provide to the OCR, any and all written documentation, correspondence, logs, and any other documents or evidence the bidder/offeror believes relates to the issue of whether it met the UDBE project goal or made good faith effort to do so.
- B. The OCR DBE Liaison Officer will be responsible for resolving the reconsideration dispute.
- C. Upon request by the bidder/offeror, the bidder/offeror will be allowed an opportunity to meet in person with the Liaison Officer to discuss the issue of whether it met the UDBE project goal, or made good faith effort to do so. If a meeting is requested, the bidder/offeror must be ready, willing, and able to meet with the Liaison Officer within five (5) calendar days of the bidder's/offeror's receipt of written notification that the bidder/offeror failed to meet the requirements of this subsection.
- D. The Liaison Officer will render a decision on the reconsideration, and notify the bidder/offeror in writing of the decision. The decision will explain the basis for the Liaison Officer's findings and the reasons for the decision.
- E. The decision is not appealable to the USDOT, but is appealable in accordance with Section 103D-709, Hawaii Revised Statutes.

XI. AWARD OF CONTRACT

- A. In a sealed bid procurement, the Department reserves the right to reject any or all bids. The award of contract, if it is awarded, will be to the lowest responsive and responsible bidder who meets or exceeds the UDBE project goal, or who makes good faith efforts to meet or exceed the UDBE project goal, as determined by the Department.
- B. If the lowest responsible bidder does not meet the UDBE project goal and does not demonstrate to the satisfaction of the Department that it made good faith efforts to meet the UDBE project goal, such bid shall be rejected as non-responsive. The Department will then consider the next lowest responsive and responsible bidder for award in accordance with paragraph A above.

XII. REPLACEMENT OF A UDBE ON A PROJECT WITH A CONTRACT GOAL

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

The Department will require a contractor to make good faith efforts to replace a UDBE that is terminated or has otherwise failed to complete its work on a contract with another certified UDBE, to the extent needed to meet the contract goal. The Department will require the prime contractor to promptly provide written notice to the project manager of the UDBE's inability or unwillingness to perform and provide reasonable documentation.

The written notice by the contractor must include the following:

1. The date the contractor determined the certified UDBE to be unwilling, unable or ineligible to perform work on the contract;
2. The projected date that the contractor shall require a substitution or replacement UDBE to commence work if consent is granted by the Department;
3. Documentation of facts that describe and cite specific actions or inactions on the part of the affected UDBE that led to the contractor's conclusion that the UDBE is unwilling, unable, or ineligible to perform work on the contract;
4. A brief statement of the affected UDBE's capacity and ability or inability to perform the work as determined by the contractor;
5. Documentation of contractor's good faith efforts to enable affected UDBE to perform the work;
6. The current percentage of work completed on each bid item by the affected UDBE;
7. The total dollar amount currently paid per bid item for work performed by the affected UDBE;
8. The total dollar amount per bid item remaining to be paid to the UDBE for work completed but for which the UDBE has not received payment, and with which the contractor has no dispute; and
9. The total dollar amount per bid item remaining to be paid to the UDBE for work completed, for which the UDBE has not received payment, and with which the contractor and UDBE have a dispute.

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

There shall be no substitution or termination of a UDBE subcontractor at any time without the prior written consent of the Department. The Department will provide written

consent only if the contractor has good cause, as determined by the Department, to terminate the UDBE. Good cause may include, but is not limited to the following circumstances:

1. The UDBE subcontractor fails or refuses to execute a written contract;
2. The listed UDBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards;
3. The listed UDBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
4. The listed UDBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed UDBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
6. The Department has determined that the listed UDBE subcontractor is not a responsible contractor;
7. The listed UDBE subcontractor voluntarily withdraws from the project and provides to the Department written notice of its withdrawal;
8. The listed UDBE is ineligible to receive UDBE credit for the type of work required; and
9. A UDBE owner dies or becomes disabled with the result that the listed UDBE contractor is unable to complete its work on the contract.

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

If a UDBE subcontractor is unable to perform work under the contract, and is to be replaced, the contractor's failure to obtain a substitute certified UDBE or to make good faith effort to obtain such a substitute UDBE subcontractor to perform said work, may constitute a breach of this contract for which the Department may terminate the contract or pursue such remedy as deemed appropriate by the Department.

XIII. PAYMENT

- A. The Department will make an estimate in writing each month based on the items of work performed and materials incorporated in the work and the value therefore at the unit prices or lump sum prices set forth in the contract. All progress estimates and payments will be approximate only and shall be subject to correction at any time prior to or in the final estimate and payment. The Department will not withhold any amount from any payment to the contractor, including retainage.

- B. The contractor shall pay all subcontractors within ten (10) calendar days after receipt of any progress payments from the Department. This clause applies to both DBE and non-DBE subcontractors, and all tiers of subcontracts.
- C. The contractor shall sign and submit the "DBE Participation Report and Prompt Payment Certification" form concurrently with its invoice to the Project Manager. The Department will not process any invoices without this completed form. The form shall certify all subcontractors have been paid for the work performed and at the completion of the subcontractors work any retainage held on the subcontracts has been returned.
- D. When any subcontractor has satisfactorily completed its work as specified in the subcontract, and there are no bona fide disputes, the contractor shall make prompt and full payment to the subcontractor of all monies due, including retainage, within ten (10) calendar days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented, as required by the Department. The contractor must obtain the prior written approval from the Department before it can continue to withhold retainage from any subcontractor who has completed its portion of the work. This clause applies to both DBE and non-DBE subcontractors, and all tiers of subcontracts.

XIV. RECORDS

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

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

XV. REPORTS

The contractor shall submit the DBE Participation Report and Prompt Payment Certification form to the Department with its pay request. The Department will not prepare the monthly progress payment unless it receives a completed report.

XVI. FAILURE TO COMPLY WITH DBE REQUIREMENTS

All contractors, subcontractors, manufacturers and suppliers are hereby advised that failure to carry out all DBE requirements specified herein shall constitute a material breach of contract that may result in termination of the contract or such other remedy as deemed appropriate by the Department.

Attachment F
JOINT CONTRACTOR, SUPPLIER AND
MANUFACTURER LISTING

(Submit completed form with Proposal)

JOINT CONTRACTOR, SUPPLIER AND MANUFACTURER LISTING

(Attach additional sheets if necessary.)

| NAME OF FIRM | NATURE OF WORK | UDBE (Y/N) |
|--------------------------|----------------|------------|
| JOINT CONTRACTOR: | | |
| 1. _____ | _____ | _____ |
| 1a ¹ . _____ | _____ | _____ |
| SUPPLIER: | | |
| 1. _____ | _____ | _____ |
| 1a. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 2a. _____ | _____ | _____ |
| MANUFACTURER: | | |
| 1. _____ | _____ | _____ |
| 1a. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 2a. _____ | _____ | _____ |

NOTES:

Firms claiming UDBE Status must be certified with HDOT prior to the bid opening date. Prime Bidder must reasonably assure itself that the listed firms claiming UDBE status are certified with HDOT as of the bid opening date.
The Name of Firm and Nature of Work shall be indicated for all firms.

¹ Second tier subcontractors

Attachment G
Statement of Affirmation and Acknowledgement of DBE
Requirements

(Submit completed form with Proposal)

**STATEMENT OF AFFIRMATION AND ACKNOWLEDGEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

The undersigned hereby affirms and acknowledges that he or she has read and fully understands the Disadvantaged Business Enterprise (DBE) requirements of this contract, and that full compliance with the DBE program requirements (49 CFR Part 26), is a requirement and condition for award of this project.

The undersigned also affirms and acknowledges that he or she is bound by the requirements of the DBE program in connection with the proposal submitted for the following project:

(Project Title and Number)

The undersigned is also fully aware of the project's DBE goal, certification requirements, awarding procedures, and the requirements and documentation necessary to substantiate a "good faith effort."

(Name of Person or Firm)

(Signature)

(Name and Title)

(Street Address or P.O. Box No.)

(City, State, Zip Code)

(Date)

Attachment H
Confirmations by DBE

(Submit completed form with Proposal)

CONFIRMATION BY DBE

The undersigned DBE owner or his/her designee confirms that it is currently certified by the State Department of Transportation as a DBE in the field of work indicated below, and if selected for this contract, will perform work as specified by the apparent successful prime contractor.:

Licensed Subcontractor Trucker Supplier Manufacturer

Consultant Broker Vendor

Other, please specify _____

Primary NAICS Code: _____

Secondary NAICS Code: _____

Description of Work to be Performed: _____

Name of DBE Firm: _____

DBE Address: _____

The undersigned submitted a proposal for:

(Project Name or Number)

(Name of Prime Contractor)

Signature of DBE Representative

Title

Date

Copies or faxes of all "Confirmation by DBE" forms signed by the DBE for each DBE listed in the proposal must be submitted to the Project Manager listed in the proposal within five (5) working days after bid opening or due date.

Attachment I

UDBE Participation Report & Prompt Payment Certification

(Submit completed form with all invoices)

UDBE Participation Report & Prompt Payment Certification

Contractor Name _____

Project Title _____

Contract No. _____ State Project No. _____ Federal Project No. _____

Project Award Date _____ UDBE Contract Goal (%) _____

| Name of DBE/UDBE Subcontractors, Manufacturers & Suppliers | DBE/ UDBE | Type of Service or Materials Provided | Payments | | |
|--|--------------|--|----------|---------|---------|
| | | | Previous | Current | To Date |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

A. Total Payments to UDBE _____
 B. Invoice Amounts to Date _____
 C. UDBE Participation to Date (A/B) _____

| Name of Non-DBE Subcontractors, Manufacturers & Suppliers | Type of Service or Materials Provided | Payments | | |
|---|--|----------|---------|---------|
| | | Previous | Current | To Date |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Good Faith Efforts
 (Required when the DBE Participation percentage to date is less than the DBE contract goal.):

Prompt Payment Certification:

The undersigned hereby certifies that payments have been dispersed to all subcontractors within 10 (ten) calendar days after receipt of payment from the Department, in accordance with the terms of the subcontract. This clause applies to both DBE and non-DBE subcontractors. This declaration is made under penalty of perjury under the laws of the United States, and the Hawaii Penal Code, Section 710-1063, Hawaii Revised Statutes, regarding unsworn falsification to authorities and knowingly rendering a false declaration.

Name _____ Title _____

Telephone No. _____ E-mail address _____

Signature _____ Date _____

DOT USE ONLY: Final Payment Total Federal DBE \$ expended: _____

Total Federal \$ expended: _____

Project Manager _____

Date: _____

**DBE Participation Report & Prompt Payment Certification
Instructions**

The DBE Participation Report & Prompt Payment Certification form is due with each progress payment request.

Contractor Name
Project Title
Contract No.
State Project No.
Federal Project No.
Project Award Date
UDBE Contract Goal (%)

Self-explanatory
Self-explanatory
Self-explanatory
List project no. if applicable
List project no. if applicable
Date on award letter

List of DBE/UDBE Subcontractors, Manufacturers Suppliers
DBE/UDBE
Type of Service or Material Provided
Payments:
Previous
Current
To Date

UDBE participation percentage provided at bid opening
List both DBE and UDBE companies
List D for DBE and U for UDBE
Self-explanatory

A. Total Payment to UDBEs
B. Invoice Amount to Date
C. UDBE Participation to Date

List last payment requested
List current payment submitted
List total payment to date
List total amount being paid to UDBEs to date
List total amount of payment requested to date
Total paid to UDBEs divided by total invoice amount

Name of DBE or non-DBE Subcontractors, Manufacturers, and Suppliers
Type of Service or Materials Provided

List name of company (non-DBE)
Self-explanatory

Payments

Previous
Current
To Date

List last payment requested
List current payment submitted
List total payment to date

Good Faith Efforts

Complete if DBE participation (%) to date is less than contract goal. Explain why the participation may be lower than the contract goal (ei.g. UDDE has not commenced work yet).
What efforts have been made to meet the contract goal?

Prompt Payment Certification

Name
Title
Telephone no.
Email address
Signature
Date

Name of officer authorized to sign on behalf of firm
Title of officer
Self-explanatory
Self-explanatory
Self-explanatory
Self-explanatory

Attachment J

UDBE Prime Participation Report & Prompt Payment Certification

(Include completed form with final invoice)

UDBE Participation Report & Prompt Payment Certification

Contractor Name (UDBE Prime) _____

Project Title _____

Contract No. _____ State Project No. _____ Federal Project No. _____

Project Award Date _____ UDBE Contract Goal (%) _____

| Name of <u>DBE/UDBE</u> Subcontractors, Manufacturers & Suppliers | DBE/UDBE | Type of Service or Materials Provided | Payments | | |
|---|----------|---------------------------------------|----------|---------|---------|
| | | | Previous | Current | To Date |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

A. Invoice Amounts to Date _____
B. Payments to Non-UDBE to Date _____
C. UDBE Participation to Date (A-B/A) _____

| Name of <u>Non-DBE</u> Subcontractors, Manufacturers & Suppliers | Type of Service or Materials Provided | Payments | | |
|--|---------------------------------------|----------|---------|---------|
| | | Previous | Current | To Date |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Good Faith Efforts
 (Required when the DBE Participation percentage to date is less than the DBE contract goal.):

Prompt Payment Certification:
 The undersigned hereby certifies that payments have been dispersed to all subcontractors within 10 (ten) calendar days after receipt of payment from the Department, in accordance with the terms of the subcontract. This clause applies to both DBE and non-DBE subcontractors. This declaration is made under penalty of perjury under the laws of the United States, and the Hawaii Penal Code, Section 710-1063, Hawaii Revised Statutes, regarding unsworn falsification to authorities and knowingly rendering a false declaration.

Name _____ **Title** _____
Telephone No. _____ **E-mail address** _____
Signature _____ **Date** _____

DOT USE ONLY: Final Payment _____ Total Federal DBE \$ expended: _____
 _____ Total Federal \$ expended: _____
 Project Manager _____ Date: _____

DBE Participation Report & Prompt Payment Certification Form
UDBE Prime

Instructions

The DBE Participation Report & Prompt Payment Certification form is due with each progress payment request.

| | |
|---|---|
| Contractor Name (UDBE Prime) | Self-explanatory |
| Project Title | Self-explanatory |
| Contract No. | Self-explanatory |
| State Project No. | List project no. if applicable |
| Federal Project No. | List project no. if applicable |
| Project Award Date | Date on award letter |
| UDBE Contract Goal (%) | UDBE participation percentage provided at bid opening |
| Name of DBE/UDBE Subcontractors, Manufacturers, and Suppliers | List both DBE and UDBE companies |
| DBE/UDBE | List D for DBE and U for UDBE |
| Type of Service or Materials Provided | Self-explanatory |
| Payments | |
| Previous | List last payment requested |
| Current | List current payment submitted |
| To Date | List total payment to date |
| Name of non-DBE Subcontractors, Manufacturers, and Suppliers | List non-DBE companies |
| Type of Service or Materials Provided | Self-explanatory |
| Payments | |
| Previous | List last payment requested |
| Current | List current payment submitted |
| To Date | List total payment to date |

- A. Invoice Amounts to Date
- B. Payments to non-DBE to Date:
- C. UDBE Participation to Date

List total amount of payment to date (including Prime)
 Total paid to non-DBEs
 Subtract payments to non-DBEs from the total amount paid
 and divide balance by total amount paid (A-B/A)

Good Faith Efforts

Complete if UDBE participation (%) to date is less than contract goal. Explain why the participation may be lower than the contract goal (e.g. UDBE has not commenced work yet). What efforts have been made to meet the contract goal?

Prompt Payment Certification

- Name
- Title
- Telephone no.
- Email address
- Signature
- Date

- Name of officer authorized to sign on behalf of firm
- Title of officer
- Self-explanatory
- Self-explanatory
- Self-explanatory
- Self-explanatory

Attachment K
Title VI Assurance Supplemental Notice

(Informational)

TITLE VI ASSURANCE
SUPPLEMENTAL NOTICE

Offerors are hereby notified that the Oahu Metropolitan Planning Organization (OahuMPO) will strictly enforce full compliance with all of the requirements of its Title VI Plan with respect to this project.

OahuMPO will ensure that, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252 United States Code 2000d to 2004d-4, and Title 49 Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, and other pertinent directives issued pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and will not be discriminated against on the grounds of race, color, national origin, sex, age, or handicap/disability in consideration for an award.

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. Offerors are hereby notified that the Department of Transportation will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to the highest scoring responsible offeror without discrimination on the grounds of race, color, national origin or sex (as directed by 23 CFR Part 200).

The U.S. Department of Transportation Regulations entitled "Participation by Disadvantaged Business Enterprise in Department of Transportation Programs", Title 49, Code of Federal Regulations, Part 26 is applicable to this project. Offerors are hereby notified that the Department of Transportation will strictly enforce full compliance with all of the requirements of the Disadvantaged Business Enterprise (DBE) program with respect to this project.

Attachment L
OahuMPO's Title VI Assurance

(Informational)

OAHUMPO'S TITLE VI ASSURANCE

During the performance of this contract, the Offeror, for itself, its assignees, and successors in interest (hereinafter referred to as the "Offeror") agrees as follows:

1. Compliance with Regulations: The Offeror shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Offeror, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Offeror shall not participate either directly or indirectly in the discrimination prohibited by §21.5 of the Regulations, including employment practices when the contract covers a program set forth in Attachment II of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Offeror for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Offeror of the Offeror's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.
4. Information and Reports: The Offeror shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an Offeror is in the exclusive possession of another who fails or refuses to furnish this information, the Offeror shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Offeror's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Offeror under the contract until the Offeror complies; and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Offeror shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Offeror shall take such action with respect to any subcontract or procurement as the State may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event an Offeror becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction: (1) the Offeror may request the State to enter into such litigation to protect the interests of the State, and, in addition, (2) the Offeror may request the United States to enter into such litigation to protect the interests of the United States.

Attachment M
Certificate of Insurance
SPO Form 150

(Submit completed form with Proposal)

Attachment N
Debarment & Suspension Certification
49 CFR §29

(Submit completed form with Proposal)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS –
PRIMARY COVERED TRANSACTIONS**

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - a. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

As the duly authorized representative of the Offeror, I hereby certify that the Offeror will comply with the above applicable certification(s).

NAME OF OFFEROR

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE DATE

FOR OAHUMPO USE ONLY:

| Verification Date | Verified By (Printed) | Verified By (Signature) |
|-------------------|-----------------------|-------------------------|
| | | |

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary Offeror shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Offerors may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary Offeror agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary Offeror further agrees by submitting this proposal that it will include the clause titled "*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction*," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Offeror in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. An Offeror may decide the method and frequency by which it determines the eligibility of its principals. Each Offeror may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if an Offeror in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Attachment O
Drug Free Workplace Certification
49 CFR §29

(Submit completed form with Proposal)

DRUG FREE WORKPLACE CERTIFICATION

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Alternate I. (Grantees Other Than Individuals)

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted –
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check [] if there are workplaces on file that are not identified here.

Printed Name of Authorized Agent

Company's Name

Signature of Authorized Agent

Date

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Alternate II. (Grantees Who Are Individuals)

1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

[55 FR 21690, 21705, May 25, 1990]

Printed Name of Authorized Agent

Company's Name

Signature of Authorized Agent

Date

Attachment P
Certification Regarding Lobbying
49 CFR §20

(Submit completed form with Proposal)

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance: The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print) _____

TITLE: _____

(signature)

(date)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 USC 1352.

| | | |
|---|--|---|
| 1. Type of Federal Action a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance | 2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post award | 3. Report Type a. Initial filing b. Material change <i>For material change only</i> Year _____ Quarter _____ Date of last report _____ |
| 4. Name and Address of Reporting Entity a. Prime b. Subawardee Tier _____ Congressional District _____ | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District _____ | |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable _____ | |
| 8. Federal Action Number: | 9. Award Amount: \$ _____ | |
| 10. Name and Address of Lobbying Registrant: | 11. Individuals Performing Services <i>(last name, first name, MI):</i> | |
| Information requested through this form is authorized by Title 31 USC section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subjected to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | |
| Signature _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____ | | |

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 USC section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontract, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. Enter the full names of the individual(s) performing services, and include full address if different from 10. Enter Last Name, First Name, and Middle Initial (MI).

The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Attachment Q

Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

(Submit completed form with Proposal)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|---|
| <p>Name of Person or Organization:</p> |
|---|

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

