

**HONOLULU AUTHORITY FOR RAPID
TRANSPORTATION**

HONOLULU RAIL TRANSIT PROJECT

**SECTION 106 PROGRAMMATIC
AGREEMENT PROJECT MANAGER
KĀKO‘O II**

REQUEST FOR PROPOSALS

NO. RFP-HRT-886013

JUNE 26, 2015

QUESTIONS RELATING TO THIS SOLICITATION, CONTACT:

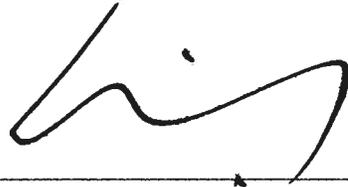
**HONOLULU AUTHORITY FOR RAPID TRANSPORTATION
1099 ALAKEA STREET, SUITE 1700
HONOLULU, HAWAII 96813
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**NOTICE OF REQUEST FOR PROPOSALS
FOR
HONOLULU RAIL TRANSIT PROJECT
SECTION 106 PROGRAMMATIC AGREEMENT PROJECT MANAGER
KĀKO‘O II CONTRACT
REQUEST FOR PROPOSAL NO. RFP-HRT-886013
HONOLULU AUTHORITY FOR RAPID TRANSPORTATION**

This procurement is being conducted in accordance with Hawaii Revised Statutes (“HRS”) Section 103D-303 and Hawaii Administrative Rules (“HAR”) Chapter 3-122, Subchapter 6.

Sealed proposals will be accepted up to 2:00 p.m., Hawaii Standard Time (HST) on July 31, 2015, addressed or hand-delivered to the offices of the Honolulu Authority for Rapid Transportation (HART) Chief Procurement Officer, 1099 Alakea Street, **Suite 1700**, Honolulu, Hawaii, 96813, Attn: Procurement Division.

Because the Honolulu Rail Transit Project (HRTTP) is being funded with Federal assistance, the selected Offeror is expected to comply with applicable Federal Transit Administration (FTA) requirements.



DANIEL A. GRABAUSKAS
Executive Director and CEO
Honolulu Authority for Rapid Transportation

**INSTRUCTIONS TO OFFERORS
TABLE OF CONTENTS**

**1.0 Section 106 Programmatic Agreement PROJECT MANAGER KĀKO‘O II
PROJECT Request for Proposals 6**

1.1 Definitions 6

1.2 H RTP Description 9

1.3 Kāko‘o Project Description 9

2.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM 9

3.0 TERM OF CONTRACT..... 10

4.0 QUESTIONS AND INQUIRIES..... 10

4.1 Deadline for Inquiries..... 10

4.2 Written Requests for Clarification..... 10

4.3 Rules of Contact and Communications 10

5.0 SOLICITATION PROCESS AND REQUEST FOR PROPOSALS 11

5.1 Overall Procurement Process..... 11

5.2 Procurement Timetable..... 11

5.3 Addenda..... 11

5.4 Modification or Withdrawal of Proposals 12

5.5 Receipt and Registration of Proposals..... 12

5.6 Discussions with Offerors 12

5.7 Priority-Listed Offeror..... 12

5.8 Best and Final Offers..... 12

5.9 Public Inspection; Segregation of Confidential Information..... 13

5.10 Cancellation of Solicitation 13

5.11 Rejection of Proposals; Waiver of Informalities and Minor Irregularities 13

5.12 Suspension and Debarment 13

5.13 Licensing 14

5.14 Verification of Responsibility of Offerors..... 14

5.15 Joint Ventures; Partnerships 14

5.16 Subcontracting..... 14

5.17 Role of HART 14

5.18 Organization Conflict of Interest and Non-Disclosure Requirements..... 15

5.19 Protests 15

6.0 PREPARATION OF PROPOSALS; SUBMITTAL REQUIREMENTS 15

6.1 Proposals Signed by Authorized Personnel..... 15

6.2 Date and Time of Receipt..... 15

6.3 Submittal Address 16

6.4 Page Limit, Format, and Quantities..... 16

6.5 Non-Disclosure of Designated Trade Secrets or Proprietary Information 16

6.6 Proposal Content 16

6.7 Organization of Proposal..... 17

6.8 Proposal Confidential During Solicitation Process 17

6.9 Proposals Property of HART..... 17

**7.0 PROPOSAL REQUIREMENTS, EVALUATION CRITERIA, and EVALUATION
POINTS 17**

7.1 Executive Summary/Proposal Letter 17

7.2 Section 1: Qualifications 18

7.2.1 Organizational Eligibility 18

7.2.2 Experience 19

7.2.3 Financial Capacity 21

7.2.4 Exhibits: 22

7.3 Section 2: Price Proposal..... 22
7.4 Evaluation Criteria..... 23
8.0 **ACCEPTANCE OF TERMS AND CONDITIONS** 23
9.0 **REVIEW OF RFP** 23
10.0 **NO REIMBURSEMENT** 23
11.0 **Reserved** 23
12.0 **PROPOSAL GUIDELINES** 23
 12.1 Proposal - Acceptance Period..... 24
 12.2 Applicable Taxes 24
 12.3 Independent Price Determination; No Collusion..... 24
 12.4 Payment 24
 12.5 Contract Not Binding Unless Funds Available 24
 12.6 Award of Contract 24
 12.7 Contract Type 24
 12.8 Federal Funding, Incorporation of FTA Terms, and Changes to Federal Requirements 24
 12.9 Commencement of Work..... 25
 12.10 Debriefing..... 25
 12.11 Authority to Debar or Suspend..... 25

EXHIBITS

Exhibit 1	Offeror's Clarification Request
Exhibit 2	Proposal Format
Exhibit 3	Acknowledgment of Receipt of Request for Proposals, Addenda and Responses to Offeror's Clarification Requests
Exhibit 4	Proposal Form
Exhibit 5	Offeror's Organization Information
Exhibit 6	Information Requested of Partnerships and Corporations
Exhibit 7	Principal Participant Certification
Exhibit 8	Past Performance
Exhibit 9	Certificate Regarding Ineligible Contractors
Exhibit 10	Certificate Regarding Ineligible Subcontractors
Exhibit 11	Non-Collusion Affidavit
Exhibit 12	Certification Regarding Lobbying
Exhibit 13	Bidder Registration Form
Exhibit 14	Certificate Regarding Conflict of Interest
Exhibit 15	Price Proposal
Exhibit 16	Certificate of Current Cost or Pricing Data

DRAFT AGREEMENT

Draft Coverleaf Agreement
Draft Special Provisions
Federal Requirements
General Conditions for Professional Services for the City and County of Honolulu (8/2000)
Programmatic Agreement

INSTRUCTIONS TO OFFERORS

1.0 SECTION 106 PROGRAMMATIC AGREEMENT PROJECT MANAGER KĀKO‘O II PROJECT REQUEST FOR PROPOSALS

This Request for Proposals (“RFP”) is issued by the Honolulu Authority for Rapid Transportation (“HART”) to identify and award the contract for a Section 106 Programmatic Agreement Kāko‘o II (“Kāko‘o”) for the Honolulu Rail Transit Project (“HRTTP”) to the responsible Offeror whose proposal is determined to provide the best value to HART, taking into consideration price and the evaluation criteria in the RFP.

1.1 Definitions

The terms have the same meaning throughout this instrument as stated below, unless specifically stated otherwise or clearly inappropriate in the context. Other terms that are defined in the Hawai‘i Public Procurement Code (“Code”) shall have the same meaning throughout this instrument as provided in the Code, unless specifically stated otherwise or clearly inappropriate in the context.

“Addendum” means a written document issued by HART during the Proposal period, involving changes to the RFP, which will be considered and made a part of the RFP and the Contract.

“Affiliate” means any Person that:

(1) directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the following:

- a) The Contractor; or
- b) Any Principal Participant; or

(2) holds 10% or more of the equity interest, directly or indirectly, beneficially or of record, by the following:

- a) The Contractor;
- b) Any Principal Participant; or
- c) Any Affiliate of the Contractor under part (1) of this definition.

For purposes of this definition, the term “control” means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, by family relationship, or otherwise.

“Agreement” means the Contract.

“Award” means the written notification of HART’s acceptance of a Proposal, or the presentation of a Contract to the selected Offeror.

“Best Value” means the most advantageous Proposal determined by evaluating and comparing all relevant criteria in addition to price so that the Proposal meeting the overall combination that best serves HART is selected. These criteria may include, in addition to others, the total cost of ownership, performance history of Contractor, quality of goods, services, or construction, delivery, and proposed technical performance.

“Chief Procurement Officer” means the HART Executive Director and CEO, or designee.

“Code of Federal Regulations” means the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.

“Contract” means all documents covering the goods and services in connection therewith for which Award is made to the Contractor, including the furnishing of labor, materials, and equipment in connection therewith. It includes the RFP, final Proposal, the list of Subcontractors, the wage schedule, special notice to Offerors or special instructions to Offerors, the bonds, the specifications, the plans, terms, and any documents or publications, addenda, amendments and change orders, attached to or incorporated by reference in each of the listed documents. It excludes any documents expressly excluded as a part of the Contract.

“Contractor” has the same meaning as provided in HRS § 103D-104; provided, however, that “Contractor” shall include a subcontractor, where applicable.

“Construction” has the same meaning as provided in Hawaii Revised Statutes (HRS) § 103D-104.

“Discussion” means an exchange of information to promote understanding of HART’s requirements and Offeror’s Proposal and to facilitate arriving at a Contract that will be the Best Value to HART.

General Directions as used in the RFP:

- “Ewa” generally means towards the west;
- “Koko Head” generally means towards the east;
- “Makai” means towards the sea; and
- “Mauka” means towards the mountain

“Federal Transit Administration” means the current designation for the former Urban Mass Transportation Administration, United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration or its acronym UMTA is deemed a reference to the Federal Transit Administration.

“Government body” shall have the meaning as defined in HRS §103D-104.

“Guarantor” means the Person assuming responsibility for the tangible net worth deficit or financing deficit obligations of the Offeror, if required by the Contract.

“Major Subcontractor” means a person or business which has a contract (as an "independent contractor" and not an employee) with the prime contractor to provide some portion of the work or services representing 20% or more of a total Project.

“Notice(s) to Proceed” means the document(s) issued to the Contractor designating the official commencement date(s) of the performance under the Contract.

“Public Work” shall be as defined in HRS §104-2 and HAR §12-22-1.

“Offer” means Proposal.

“Offeror” means any Person submitting directly or through a duly authorized representative or agent, a Proposal in response to this Solicitation.

“Person” means any individual, firm, corporation, company, LLC, LLP, joint venture, voluntary association, partnership, trust, or public or private organization, other legal entity, or combination thereof.

“Principal Participant” means any of the following entities:

- a) The Offeror;
- b) An individual firm, all general partners, or joint venture members of the Offeror; and/or
- c) All Persons and legal entities holding (directly or indirectly) a 15% or greater interest in the Offeror.

“Priority List” means the list of those Offerors who HART determines acceptable or potentially acceptable. If more than three acceptable or potentially acceptable Proposals have been submitted, it will be limited through evaluation and ranking to no more than three acceptable or potentially acceptable Offerors who submitted the highest-ranked Proposals.

“Proposal” means the executed document submitted by an Offeror in response to the RFP.

“Proposal Due Date” means the time and date announced for receipt of Proposals or best and final offers by the Priority-Listed Offerors.

“Request for Proposals” means all documents, whether attached or incorporated by reference, used for soliciting Proposals under the Competitive Sealed Proposal source selection method.

“Responsible Offeror” means a Person who has the capability in all respects to perform fully the Contract requirements and the integrity and reliability that will ensure good faith performance.

“Responsive Offeror” means a Person who has submitted a Proposal that conforms in all material respects to the RFP.

“Solicitation” means an RFP issued for the purpose of soliciting Proposals to perform a HART Contract.

“State” means the State of Hawai‘i.

“Subcontractor” means any Person who enters into an agreement with a contractor at any tier to perform a portion of the Work for a contractor.

“Work” means the furnishing of all labor, material, equipment, and other incidentals necessary or convenient to the successful completion of the Project and the carrying out of all the duties and obligations imposed by the Contract.

“Working Day” means any day on the calendar, exclusive of State holidays, Saturdays and Sundays. Unless another meaning is intended, “working days” means consecutive working days. See HRS §8-1 for a listing of State holidays.

1.2 H RTP Description

The H RTP will provide high-capacity rapid transit service in the travel corridor between East Kapolei and Ala Moana Center. This corridor includes the majority of housing and employment on O'ahu. The north-south width of the corridor is a maximum of four (4) miles, with the corridor constrained by the Ko'olau and Wai'anae Mountain Ranges to the north and the Pacific Ocean to the south.

The H RTP is identified in the Final Environmental Impact Statement ("FEIS") as the design, construction and operation of a twenty (20) mile grade-separated fixed guideway transit system between East Kapolei and Ala Moana Center. All parts of the guideway will be elevated, except near Leeward Community College where it will be at-grade. The system will incorporate steel wheel on steel rail technology. The H RTP includes twenty-one (21) stations, one (1) Maintenance and Storage Facility (MSF), and eighty (80) light metro vehicles and associated core systems.

The FEIS was released in June 2010 and a Final Supplemental EIS and Amended Record of Decision ("ROD") was released in September 2013. The FEIS, Amended ROD and additional information on the H RTP can be found at: <http://honolulutransit.org>.

The MSF and two guideway sections, West Oahu Farrington Highway section (WOFH) and Kamehameha Highway section (KHG) are under construction. Airport Section Guideway Seven (7) Pier Construction has been completed. The Airport Utility Relocation Contract has been awarded and is underway. On-Call construction work is on-going. Construction of the H2R2 Ramp is underway. Award of construction contracts for stations along the WOFH and KHG sections is expected shortly. HART has contracted with a Design-Build-Operate-Maintain (DBOM) Core Systems Contractor, who is currently engaged in the manufacture of the light metro vehicles, and the design and installation of traction power, train control, communications and other systems-related components. HART has also contracted with a Design-Furnish-Install-Maintain (DFIM) Elevators and Escalator Contractor, who is currently engaged in the design and manufacture of elevator and escalator systems.

1.3 Kāko'o Project Description

HART is seeking an individual or firm for services in the fields of history, archaeology, architectural history, and historic architecture for the H RTP. The individual or firm must meet the Secretary of the Interior's Professional Qualification Standards set forth in 36 CFR Part 61 regarding qualifications for preservation professionals in the areas of history, archaeology, architectural history, architecture and/or historic architecture. The Kāko'o will provide services related to the design and construction of the H RTP. The successful individual or firm must be licensed to do business in the State of Hawai'i at the time of Contract Award (See Section 5.13). The successful individual or firm must have a minimum of ten (10) years of verifiable combined team experience with Section 106 consultation, working with disparate groups, experience preparing the documentation required in the Programmatic Agreement (PA) and supervisory/reviewer experience.

2.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

HART has established a DBE program in accordance with the regulations of the U.S. Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 26 (49 CFR Part 26). HART has received federal financial assistance from USDOT, and as a condition of receiving this assistance, HART has signed an Assurance with the USDOT that it will comply with 49 CFR Part 26.

The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted Agreements. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or such other remedy, as HART deems appropriate.

HART has established an overall DBE goal of 13.00% for the duration of the Project and a separate contract goal has not been established for this procurement. DBE firms and small businesses shall have an equal opportunity to participate in the agreement. More detail regarding the DBE requirements for this Contract are located in Exhibit 2 - Federal Requirements attachment in the Special Provisions.

3.0 TERM OF CONTRACT

The base term of this Contract shall be for a period of two (2) years, with the option to extend for up to four (4) years (two (2) two-year extensions), at the discretion of the City, and subject to availability of funding.

4.0 QUESTIONS AND INQUIRIES

All inquiries shall be directed in writing to Attn: Procurement Division, Honolulu Authority for Rapid Transportation, 1099 Alakea Street, Suite 1700, Honolulu, Hawaii, 96813, or to the Transit Mailbox at the following email address: transitmailbox@honolulu.gov. Offerors may not otherwise contact HART employees or board members or HART's representatives concerning this RFP while the solicitation is in progress.

4.1 Deadline for Inquiries

Inquiries shall be submitted no later than the date stated in the Solicitation Timetable for Deadline for Receipt of Clarification Requests unless the Chief Procurement Officer determines that it is in the best interest of HART to accept any inquiry submitted after the deadline.

4.2 Written Requests for Clarification

All questions shall be submitted in writing (See Exhibit 1) by post or through HART's transit mailbox (transitmailbox@honolulu.gov). Any correspondence related to this solicitation shall refer to the appropriate RFP number, page number, and section number. However, the requestor must not place the RFP number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Proposal due date. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written addendum will be binding.

4.3 Rules of Contact and Communications

Contact between Offerors and HART (questions and responses to questions, concerns, or any other matter relating to this solicitation) shall only be in writing through and between HART (through HART's email, transitmailbox@honolulu.gov, or postal address provided herein) and Offeror's designated representatives. Offerors may not contact other HART employees or HART's representatives concerning

this RFP while the solicitation process is in progress. The solicitation process begins at the date of the RFP issuance and will be completed with the Award of the Contract.

After submittal of the Proposals, no Offeror or any of its members may communicate with another Offeror or its members with regard to the Project or the Proposal, except that an Offeror may communicate with a subcontractor that is on both its team and another Offeror's team, so long as those Offerors establish a protocol to ensure that the subcontractor will not act as a conduit of information between the Offerors.

Any contact determined to be improper, at the sole discretion of HART, may result in disqualification.

Official communications by HART to the Offerors regarding the Project will be in writing, signed and disseminated by the Chief Procurement Officer or designee. HART will not be responsible for any transfer of information that occurs outside the official contact process specified in the RFP.

5.0 SOLICITATION PROCESS AND REQUEST FOR PROPOSALS

5.1 Overall Procurement Process

The procurement of the Contract will be in accordance with the Hawaii Public Procurement Code and federal requirements, using "Best Value" as the basis of selection, in accordance with the evaluation criteria as set forth in the solicitation documents.

The Award will be issued to the responsible Offeror whose proposal is determined in writing to provide the Best Value to HART, in accordance with the evaluation criteria set forth in the RFP, including price, and will be posted pursuant to HAR §3-122-57 for five working days. The contract file will include the basis for selecting the successful Offeror.

5.2 Procurement Timetable

The following timetable has been established for the Project Solicitation:

Activity	Month	Day	Year
Issue RFP	JUNE	26	2015
Deadline for Receipt of Clarification Requests	JULY	10	2015
Issue Final Addendum	JULY	17	2015
Proposals Due	JULY	31	2015
Award of Contract (Tentative)	AUGUST	18	2015

5.3 Addenda

HART will issue responses to all inquiries, and any other corrections or amendments it deems necessary, in written addenda issued prior to the Proposal Due Date. Additional background material or modifications to RFP requirements, where necessary, will be communicated to all Offerors by written addenda issued by HART. Addenda will be incorporated as part of the RFP. Offerors should not rely on representations, statements, or explanations other than those made in this RFP or in formal written addenda.

5.4 Modification or Withdrawal of Proposals

Proposals submitted pursuant to this RFP may be modified or withdrawn prior to the Proposal Due Date in accordance with HAR §3-122-16.07.

5.5 Receipt and Registration of Proposals

In accordance with HAR §3-122-51, Proposals and modifications will be time-stamped upon receipt and held in a secure place by HART until the Proposal Due Date. Proposals and modifications will not be opened publicly, but will be opened in the presence of two or more HART officials. Proposals and modifications will be shown only to members of the evaluation committee and HART personnel or their designees having legitimate interest in them.

5.6 Discussions with Offerors

If Discussions with Offerors are required to make a selection, they will be conducted in accordance with HAR §3-122-53 with Priority-Listed Offerors only.

HART may hold informational meetings and/or “Discussions” with Priority-Listed Offerors at any time prior to the award or during Best and Final Offeror due dates resulting from discussions. If individual informational meetings are offered to one or more Priority-Listed Offerors, they will be offered to all Priority-Listed Offerors. Costs incurred by Priority-Listed Offerors to attend any informational meeting will not be reimbursed by HART.

5.7 Priority-Listed Offeror

In accordance with HRS §103D-303 and HAR §3-122-53, a Priority List will be established consisting of up to three Offerors. If more than three acceptable or potentially acceptable Proposals have been submitted, the Priority List will be limited through evaluation and ranking to the Offerors who submitted the highest-ranked Proposals. Only those Offerors included on the Priority List will be allowed to enter into discussions. Pursuant to HAR, Title 3, Subtitle 11, Chapter 122, Subchapter 6, HART will not publicly identify the Priority-Listed firms during the procurement process.

5.8 Best and Final Offers

- a) Although HART reserves the right to issue a request for Best and Final Offers (BAFOs), HART is under no obligation to do so. HART may make its selection and Award based on the initial Proposals submitted.
- b) If HART requests BAFOs, Priority-Listed Offerors may be informed of and requested and/or allowed to revise their Proposals, including correction of any weaknesses, minor irregularities, errors, and/or deficiencies identified to the Priority-Listed Offerors by HART following initial evaluation of the Proposals. The request for BAFOs will allow adequate time for the Priority-Listed Offerors to revise their Proposals. Upon receipt of any BAFOs, the BAFOs will be evaluated. The process will consider the revised information and re-evaluate and revise scores as appropriate. If Discussions are held, HART will attempt to limit the selection process to a single BAFO following Discussions.

- c) Best and Final Offers will be conducted in accordance with HAR §3-122-54.

5.9 Public Inspection; Segregation of Confidential Information

Public inspection will be in accordance with HAR §3-122-58. Except those portions the Offeror designates in writing as confidential, that is, trade secrets or other proprietary data which the Offeror deems to be confidential, the Contract file will be made available for public inspection upon posting of the Award in accordance with HAR § 3-122-58(6). The material designated as confidential must be readily separable from the Proposal to facilitate inspection of the non-confidential portion of the Proposal. Designation of the entire Proposal as confidential will not be acceptable. **Materials that are not designated “confidential” will be subject to public disclosure, and HART shall not have any responsibility for the confidentiality, if any, of those portions.**

If a person requests to inspect the portions of an Offeror's Proposal designated as confidential pursuant to HAR §3-122-46(9), the inspection will be subject to written determination by the Corporation Counsel for confidentiality in accordance with HRS Chapter 92F. If the Corporation Counsel determines in writing that the material designated as confidential is subject to disclosure, the material will be open to public inspection unless the Offeror appeals pursuant to HRS Section 92F-42(1).

5.10 Cancellation of Solicitation

Solicitations may be canceled for any reasons stated in HAR §3-122-96. If the solicitation is cancelled, notice will be given to Offerors pursuant to the HAR.

5.11 Rejection of Proposals; Waiver of Informalities and Minor Irregularities

Proposals may be rejected in accordance with HAR §3-122-97. HART reserves the right to reject proposals that are materially unbalanced, i.e. that contain unreasonably high prices for some items and/or unreasonably low prices for other items. Furthermore, HART may:

- a) Reject any or all Offers if such action is in the public interest;
- b) Accept other than the lowest Offer; and
- c) Waive informalities and minor irregularities in Offers received.

5.12 Suspension and Debarment

In accordance with 2 CFR §1200 the Offeror is required to verify that none of the Offeror, its principals, as defined in 2 CFR §180.995, or affiliates, as defined at 2 CFR §180.905, are excluded or disqualified as defined at 2 CFR §180.945 and 180.935. The Offeror is required to comply with 2 CFR §1200, Subpart C, and must include the requirements to comply with 2 CFR §1200, Subpart C, in any lower tier covered transaction it enters into. By signing and submitting its Proposal, the Offeror certifies to these requirements.

5.13 Licensing

All Persons participating in this procurement and/or the Contract must obtain all licenses and permits and take all necessary steps to conduct business in the State of Hawai'i and perform the Work required under the Contract, including proposing in accordance with HAR §16-77-4, and carrying out contracts consistent with the laws of the State of Hawai'i.

5.14 Verification of Responsibility of Offerors

The successful Offeror shall, within three (3) business days upon award of the Contract, furnish proof of compliance with the requirements of Hawaii Revised Statutes ("HRS") Section 103D-310(c):

- HRS Chapter 237, tax clearance;
- HRS Chapter 383, unemployment insurance;
- HRS Chapter 386, workers' compensation;
- HRS Chapter 392, temporary disability insurance;
- HRS Chapter 393, prepaid health care; and
- One of the following:
 - (a) Registered and incorporated or organized under the laws of the State of Hawaii, hereafter referred to as a "Hawaii business"; or
 - (b) Registered to do business in the State of Hawaii, hereinafter referred to as a "compliant non-Hawaii business."

Vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online at <http://vendors.hawaii.gov> to acquire a single, printable electronic "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance," indicating that the Offeror's status is compliant with the requirements of HRS section 103D-310(c), will be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of twelve dollars (\$12.00) to the Hawaii Information Consortium, LLC ("HIC"). Offerors choosing not to participate in the HCE program will be required to provide the paper certificates as specified above.

5.15 Joint Ventures; Partnerships

Persons intending to propose as a joint venture or partnership who are not licensed as a joint venture or partnership must be in compliance with HAR §16-77-13.

5.16 Subcontracting

HART reserves the right to reject any subcontractor listed or proposed by the Contractor.

5.17 Role of HART

In context of the Professional Services Contract, HRT is responsible for the following:

- a) Overall program administration;
- b) Preparation of the RFP, determination of the Priority List, evaluation of Proposals, and selection;
- c) Contract procurement and administration;

- d) Compliance and quality oversight;
- e) Due diligence information and data; and
- f) Review and comment, final acceptance and payment for satisfactory Work performed.

5.18 Organization Conflict of Interest and Non-Disclosure Requirements

Each of the following circumstances will be deemed an organizational conflict of interest:

- a) Participation by Persons on more than one Offeror's team performing more than 15% of the design, or as a subcontractor responsible for performing more than 20% of the construction;
- b) Participation of an Affiliate of any Person identified in subsection (a) above on another Offeror's team; or
- c) Participation by a contractor who was paid for developing or preparing specifications for this solicitation or resulting contract in accordance with HRS §103D-405(d) and HAR § 3-122-13(e).

Firms serving solely as a QC engineering firm, environmental coordinator or public information coordinator may be on multiple teams.

It is a requirement of HART that Offeror organizations, including Principal Participants and specialized subcontractors, identified remain intact for the duration of the procurement process, including the resulting Contract, unless otherwise approved in writing by HART

Non-Disclosure: The Offeror may be given access to records, which are confidential, solely for the purpose of performing the required services under the Contract. The Offeror shall be required to sign a non-disclosure statement prior to receipt of such documents obligating each employee, agent, or Subcontractor of the Offeror not to make inappropriate use of or improperly disclose any of the contents of such documents.

5.19 Protests

Protests shall be made in accordance with HRS §103D-701 and HAR §3-122-60. Additionally, the protestor is notified of its right to appeal to the FTA pursuant to FTA C 4220.1F Chapter VII, Section 1.b.

6.0 PREPARATION OF PROPOSALS; SUBMITTAL REQUIREMENTS

6.1 Proposals Signed by Authorized Personnel

Each Proposal shall be signed in ink by a person authorized to act for the Offeror submitting the Proposal. Evidence of the signer's authority to act on behalf of the Offeror shall be submitted with the Proposal.

6.2 Date and Time of Receipt

All Proposals must be received no later than 2:00 p.m. HST, on the Proposal Due Date specified in the Solicitation Timetable. The Proposals must be enclosed in sealed containers marked clearly with the RFP number. Late submittals will not be accepted.

6.3 Submittal Address

Proposals shall be delivered to the following address:

RFP-HRT-886013
Honolulu Authority for Rapid Transportation
1099 Alakea Street, Suite 1700
Honolulu, Hawai'i 96813

Attn: Procurement Division

Submittals by facsimiles are not acceptable. The Proposal must be time-stamped at HART offices, located at the address provided above. It is the responsibility of the Offeror to ensure that the Proposal is received at the location indicated on or before the date and time specified for receipt of Proposals.

6.4 Page Limit, Format, and Quantities

The proposal should be no more than twenty-five (25) pages in sections 1 through 5 (see exhibits), excluding required forms, exhibits, dividers, and appendices. Offerors will provide one (1) original and six (6) copies of the Proposals and appendices. The signed original copy is to be identified as the original on the cover(s) and marked as "Copy 1 of 7 Copies." All copies shall be provided in loose-leaf binders. Each copy should identify on the cover(s) as "Copy # of 7 Copies." Organize the Proposal to correspond with the format outline presented in Exhibit 2.

Provide two electronic copies on CD or DVD of the Proposal in "pdf" searchable format. Do not include company brochures or other marketing materials on the CD or DVD.

Proposals are to be in English, 12 point minimum on 8-1/2" by 11" paper; any larger sheets should be folded to that size. Pages are to be consecutively numbered.

6.5 Non-Disclosure of Designated Trade Secrets or Proprietary Information

In accordance with HAR §3-122-46, Offerors shall designate in writing on each affected page those portions of the unpriced Proposal that contain trade secrets or other proprietary data that are to remain confidential, subject to HAR §3-122-58; that material designated as confidential must be readily separable from the Proposal to facilitate inspection of the non-confidential portion of the Proposal. Designation of the entire Proposal as confidential will not be acceptable.

6.6 Proposal Content

The Offeror's Proposal should contain sufficient information to enable HART to fully evaluate and determine the Offeror's capacity and capability to comply with (i.e., to meet or exceed) all requirements identified in the Solicitation.

The Offeror's responses to all requirements of this Solicitation should be clear and complete. The Proposal should not require additional explanation, clarification, or interpretation. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the firm's lack of

cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor required.

Up to three (3) of the highest-ranked Offerors from the evaluation may be included on the Priority List. Only those Offerors included on the Priority List will be provided the opportunity for discussions.

6.7 Organization of Proposal

Offerors are to follow the format and provide specific content requirements for each of the three sections of the Proposal provided below in Section 7 when preparing and organizing its submittal. The corresponding evaluation points are also described in Section 7.0.

The sections and appendices will consist of loose-leaf pages. The proposal will be placed together in one 3-ring binder and the price proposal shall be placed in a separate and sealed envelope.

6.8 Proposal Confidential During Solicitation Process

HART will maintain a confidential process for the duration of this procurement. All records related to this procurement, including, but not limited to, Proposals, Evaluation, and Priority List Procedures, Evaluation and Selection Procedures, and any records created during the evaluation and selection process, will remain confidential until the Contract Award has been posted by HART.

6.9 Proposals Property of HART

Proposals will become the property of HART. Copies of each Proposal will be retained after the Proposal evaluation process for the contract file.

7.0 PROPOSAL REQUIREMENTS, EVALUATION CRITERIA, and EVALUATION POINTS

Evaluation of Proposals will be conducted in accordance with HAR §3-122-52 and §3-122-53. Proposals will be classified as acceptable, potentially acceptable, or unacceptable. Proposals that receive less than 50% of the total possible points by the evaluation committee shall be deemed unacceptable. Those proposals 50% or greater shall be deemed either acceptable or potentially acceptable. If more than three proposals receive greater than 50% of the total possible points, the top three ranked proposals will be selected for the Priority List.

Section 7.0 describes the specific instructions for preparing the Proposal and describes the evaluation criteria and the points designated for each of the evaluation criteria.

7.1 Executive Summary/Proposal Letter

The Executive Summary shall contain sufficient information to familiarize reviewers with the Offer's Project approach, areas of expertise, and its ability to satisfy the requirements of the Contract. Limit the Executive Summary to no more than five (5) pages inclusive of text and selected photographs. Highlight those items which, in the opinion of the Offeror, represent significant value to HART and which may distinguish its proposal from those of others.

At a minimum, the Executive Summary shall include the following:

- Point of Contact, address, phone number, and email;
- Legal: Summary of the legal structure of the Offeror;
- Management Approach: Provide a summary of the management approach and concepts to be utilized in connection with the work; and
- Authorized representative of the Offeror's organization shall sign the letter.

Do not include any information regarding price in the Executive Summary.

Requirements and information to be provided in Appendix A for authorized representative:

- 1) Notarized Power(s) of Attorney for each Principal Participant indicating the authority of the Principal Participant's representative to sign on behalf of that Principal Participant;
- 2) Notarized Power(s) of Attorney for each Principal Participant indicating the authority of the Offeror's designated point of contact to sign documents for and on behalf of the Offeror's organization; and
- 3) In lieu of the Powers of Attorney required, the Offeror may submit certified, original corporate resolutions from each Principal Participant and the Offeror (as appropriate) indicating the authority of the Principal Participant's and/or Offeror's designated point of contact to sign documents for and on behalf of the Principal Participant and/or Offeror's organization. Such resolutions must be signed by the Secretary of the corporation and contain a corporate seal or notarization.

7.2 Section 1: Qualifications

This section should provide a narrative on the Offeror and staff qualifications and references. Specific reference using bios (with resumes in appendix) should be made to key personnel who will make up the Kāko'o including why they are qualified for this project, their availability and their experience. An Organization Chart of the team should be provided. Reference calls will be made for listed firm and personnel references. The Offeror should make best efforts to ensure reference contract information is up to date.

7.2.1 Organizational Eligibility

a) Objectives:

- 1) To identify legally constituted Offerors able to submit Proposals and enter into the Kāko'o Contract;
- 2) To identify Offerors with qualified experience in providing history, archaeology, architectural history, architecture, and/or historic architecture professional services including: coordination and management of design plan reviews, Section 106 reporting and compliance, establish and maintain project-related communication, monitor and report on work performed on historic properties, coordinate and communicate regularly with FTA and State Historic Preservation Division and consulting parties.

b) Requirements and information to be provided in this section:

- 1) Submit Exhibit 5 - Offeror's Organizational Information;

- 2) If a Partnership or Corporation submit Exhibit 6 - Partnership Corporation Information and supporting documentation; and
- 3) Submit Exhibit 7 - Principal Participant certification, for each Principal Participant.
- 4) If a Joint Venture (JV), Limited Liability Company (LLC), or Partnership:
 - i) Identity of the lead Principal Participant of the entity, if any;
 - ii) Indicate the equity share percentage held by each member;
 - iii) Include an express statement from each of the equity members of the entity to confirm their joint and several liability; and
 - iv) Identify full details of the organization structure and provide in Appendix A to the Proposal supporting organization/information documents, including a copy, as applicable, of the JV agreement, LLC operating agreement, or partnership agreement. The copy of the applicable agreement will not count towards the page count limitation and to be provided in the Appendix.
- c) Requirements and information to be provided in Appendix A to the Proposal:
 - 1) Notarized Power(s) of Attorney for each Principal Participant indicating the authority of the Principal Participant's representative to sign on behalf of that Principal Participant;
 - 2) Notarized Power(s) of Attorney for each Principal Participant indicating the authority of the Offeror's designated point of contact to sign documents for and on behalf of the Offeror's organization; and
 - 3) In lieu of the Powers of Attorney required, the Offeror may submit certified, original corporate resolutions from each Principal Participant and the Offeror (as appropriate) indicating the authority of the Principal Participant's and/or Offeror's designated point of contact to sign documents for and on behalf of the Principal Participant and/or Offeror's organization. Such resolutions must be signed by the Secretary of the corporation and contain a corporate seal or notarization.

7.2.2 Experience

- a) Objectives:
 - 1) To identify the best Offerors to provide Kākoʻo Services that demonstrate experience in oversight of Section 106 Programmatic Agreements or Memorandum of Agreements, FTA and State Historic Preservation Division coordination, manual preparation on Best Practices and Lessons Learned case studies, preparation of technical reports, and other experience and expertise in, capacity for, and record of producing quality Work on projects similar in nature to the project.
 - 2) To identify Offerors with the following:
 - i) Experience in successfully managing, coordinating, and developing projects of similar size, scope, and nature as set forth in this Kākoʻo Contract;
 - ii) Superior records of completing contracts on time and within budget;
 - iii) Experience in providing Kākoʻo Services which minimize project delays, claims, dispute proceedings, litigation, and arbitration;
 - iv) Experience in coordinating with the FTA, State Historic Preservation Division, and

Section 106 consultations;

- v) Experience and ability to work with Native Hawaiian groups; and
 - vi) Experience with Native Hawaiian history and culture.
- 3) To identify Offerors who will effectively manage all aspects of the Kāko‘o Contract in a quality, timely, and effective manner and will integrate the different parts of its organization collectively and with the City in a cohesive and seamless manner;
 - 4) To identify Offerors that have the technical and management experience and expertise to plan, organize, and execute the design, development, oversight and administration of a Kāko‘o Contract;
 - 5) To identify Offerors with subcontractors or personnel currently engaged in or with a history of legal and financial problems that could adversely impact the Kāko‘o Contract generally; and
 - 6) To identify Offerors who have the desired experience and capacity to complete the Work.
- b) Experience requirements and information to be provided in this section:
- 1) Firm Qualifications:
 - i) Provide a brief description of the Offeror’s understanding of Secretary of the Interior’s Professional Qualifications Standards, FTA, the Kāko‘o requirements, state report submittal requirements, and the proposed Kāko‘o responsibilities;
 - ii) Provide a brief description of the individual or firm, including information about the administration capabilities of the office that will provide the primary service;
 - iii) Identify other offices or locations that may be involved in the Kāko‘o Contract, if applicable; and
 - iv) Clearly identify previous firm experience with Kāko‘o services, particularly with projects similar in scope to H RTP. Include the scope of work performed for the referenced projects.
 - 2) Staff Qualifications:
 - i) Provide the names of key personnel including any subcontractors personnel who will perform services in the following fields. A person may perform in multiple fields.
 - A) Project Manager
 - B) Research Analyst Specializing in Historic Architecture
 - C) Research Analyst Specializing in Archaeology
 - ii) Provide information describing recent (within the past five (5) years) projects for which the proposed key personnel provided services. For all identified projects, describe all applicable experience(s) with the FTA, State Historic Preservation Division, Section 106 Consultations, and other State or local experience. Also describe in detail the role of proposed key personnel in these areas.
 - iii) Provide references for the above projects.
 - iv) For each key personnel listed, provide a resume and/or summary of qualifications. Structure the information to emphasize the relevant qualifications and experience of each team member and include the following information:

- A) Years of relevant experience, especially in working with Secretary of the Interior’s Professional Qualifications Standards, FTA, State Historic Preservation Division, Programmatic Agreements, or New Starts programs;
 - B) Details regarding prior historic database development and oversight experience;
 - C) Section 106 Consultations; and
 - D) A detailed description of proposed roles and duties.
- v) Provide office location(s).
- 3) Experience/Past Performance:
- i) Provide three (3) references for the proposed Offeror under this RFP. Each reference must include the following information:
 - A) Firm Name;
 - B) Specific Description of Services Provided;
 - C) Contact Name;
 - D) Service dates;
 - E) Street Address;
 - F) City, State, Zip Code;
 - G) Team Members including Roles; and
 - H) Contract Value (provided by Offeror).
 - ii) Submit Exhibit 8 – Past Performance
- 4) Subcontractor Information (if applicable):
- i) Submit maximum one (1) page summary of experience for each listed subcontractor.
- 5) Records Management:
- i) Describe the Offeror’s business approach and methodology for providing records management (e.g. monitoring, assessing, reporting, follow-up). It is important for HART to thoroughly understand the services the Offeror currently provides or plans on providing and how it plans on providing them.
- 6) Company brochures may be included as information in an Appendix and will not be evaluated or counted toward the page limit.

7.2.3 Financial Capacity

- a) Objective:
 - 1) To identify Offerors with demonstrated capability to undertake the financial responsibilities associated with the Kāko’o Contract.
- b) Requirements and information to be provided in this section:
 - 1) The Proposal shall include the following information separately for each entity specified. If an Offeror or Principal Participant (or a member of a joint venture that is a Principal Participant) is privately held or owned and it wishes to protect its financial information from disclosure, **it must mark its financial information as confidential**. All financial

figures shall be expressed in US dollars. Indicate exchange rates used, if applicable:

- i) Submit a copy of the Offeror's most current balance sheet certified by the Offeror to be a "Certified True Copy". The balance sheet will not count against the fifty (50) page limit. If the Offeror wishes for such data to remain confidential, such as pages containing the financial data shall be clearly marked "CONFIDENTIAL" on every page that contains confidential data.
 - ii) Provide a statement indicating any change in owner/stockholder equity within the past three (3) years. Provide English translations, where appropriate.
- 2) Discuss any material change in the Offeror's financial condition over the past three (3) years, including mergers, acquisitions, significant changes in liquidity and debt/equity ratios, major claims or litigation/arbitration pending; if none, so state.

7.2.4 Exhibits:

- a) The Offeror shall submit the following exhibits to be included for this Section:
 - 1) Exhibit 3, Acknowledgment of Receipt for Proposals, Addenda, and Responses to Offeror's Clarification Requests, shall be executed by the Principal Participant(s) or by its legally authorized representatives(s);
 - 2) Exhibit 4, Proposal Form, which shall constitute a firm offer to HART valid for one hundred and eighty (180) calendar days after the Proposal/BAFO Due Date, whichever is later;
 - 3) Exhibit 9, Certificate Regarding Ineligible Contractors to be completed by the Offeror and each Principal Participant;
 - 4) Exhibit 10, Certificate Regarding Ineligible Subcontractors to be completed by each subcontractor;
 - 5) Exhibit 11, Non-Collusion Affidavit;
 - 6) Exhibit 12, Certificate Regarding Lobbying;
 - 7) Exhibit 13, Bidder Registration Form. The information requested on the Bidder Registration Form must be provided for each known contractor and subcontractors when submitting the Proposal; and
 - 8) Exhibit 14, Certificate Regarding Conflict of Interest.

7.3 Section 2: Price Proposal

Provide a price proposal using Exhibit 15 – Price Proposal listed herein and provided in Attachments. Failure to provide the requested information on the Attachment and in the format specified may result in HART declaring the price proposal not acceptable. Alterations to the attachment will not be permitted.

Provide the Monthly Fees for each month for the initial term, option 1 and option 2. The grand total of all six (6) years will be evaluated.

Submit Exhibit 16 – Certificate of Current Cost and Pricing Data along with your Price Proposal.

Pursuant to HAR § 3-122-52 the price proposal will be evaluated using the following formula:

The price score will be calculated using the formula $((30*PL)/PH)$ where:

- a) PL is the lowest proposal price
- b) PH is the proposal price being evaluated
- c) 30 is the total points available

7.4 Evaluation Criteria

HART has identified the following Evaluation Criteria. All Evaluation Criteria must be addressed in the Offeror's Proposal in order for HART to deem the Proposal to be acceptable or potentially acceptable. Any Proposal that does not include complete responses to all of the proposal requirements outlined in Section 7 will result in the proposal being scored down or the proposal may be deemed to be unacceptable, at the sole discretion of HART. Offerors who submit acceptable or potentially acceptable Proposals are eligible for inclusion on the Priority List.

Evaluation of Proposals will be scored based on a total of 100 available points as follows:

- a) Executive Summary (5 points)
- b) Qualifications and Experience (65 points)
 - a. Organization Eligibility (5 points)
 - b. Experience (50 points)
 - c. Financial Capacity (5 points)
 - d. Exhibits (5 points)
- c) Proposed Price of the work (30 points)

8.0 ACCEPTANCE OF TERMS AND CONDITIONS

Any Offeror submitting a Proposal automatically agrees to each and all of the terms, conditions, provisions, and requirements set forth in this RFP.

9.0 REVIEW OF RFP

It is the responsibility of all Offerors to examine the entire RFP and to seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after due date and time.

10.0 NO REIMBURSEMENT

HART will not provide any reimbursement for the cost of developing or presenting Proposals in response to RFP.

11.0 RESERVED

12.0 PROPOSAL GUIDELINES

The following items, among others, represent activities that are part of the RFP process and are presented here to inform regard Offerors' proposal.

12.1 Proposal - Acceptance Period

To allow for adequate evaluation, HART requires that the Offeror's Proposal in response to the RFP Solicitation be valid and irrevocable for one hundred eighty (180) calendar days.

12.2 Applicable Taxes

Price Proposals shall include any and all applicable taxes. A prospective Offeror may call the Department of Taxation of the State of Hawai'i for assistance as to whether the State of Hawai'i general excise tax and the applicable use tax will apply to the Offeror.

12.3 Independent Price Determination; No Collusion

By submitting a Proposal, the Offeror will certify that the price submitted in response to the RFP is independently arrived at and therefore represents non-collusion certification to HART.

12.4 Payment

In accordance with HRS Sections §103-32.1 and §103-32.2, the Contract will provide for periodic payments as set forth in the Contract.

The Contractor will be required to make full payment to all Subcontractors of all monies due within 10 calendar days after receipt of payment from HART.

12.5 Contract Not Binding Unless Funds Available

In accordance with HAR §3-122-102 and §3-122-149, no Contract will be binding or have any force and effect without a certification by the Chief Procurement Officer that there is an appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract [HAR §3-122-102].

12.6 Award of Contract

Award of Contract will be conducted in accordance with HAR§3-122-57.

12.7 Contract Type

The Contract will be a fixed price, lump sum contract.

12.8 Federal Funding, Incorporation of FTA Terms, and Changes to Federal Requirements

The Contract will include federal clauses required by FTA, whether or not expressly set forth in the Contract provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F, dated November 1, 2008 (as amended), will be incorporated by reference. Anything to the contrary notwithstanding, all FTA mandated terms will be deemed to control in the event of a conflict with other provisions contained in the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any HART requests which would cause HART to be in violation of the FTA terms

and conditions. The Contract will be subject to any financial assistance agreement between HART and the FTA and all laws, regulations, guidelines, and provisions of the financial assistance agreement will apply to the Contract and will be incorporated by reference as if fully set forth.

The Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between the City and FTA, as they may be amended or promulgated from time to time during the term of the Contract, collectively “Federal Requirements.” These Federal Requirements may change and the changed Federal Requirements will apply to this Contract as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of the Contract.

The Draft Agreement contains a copy of the federal clauses.

12.9 Commencement of Work

Work will not commence until a Contract has been executed and availability of funds has been certified by the Chief Procurement Officer and written Notice to Proceed issued.

12.10 Debriefing

The purpose of a debriefing is to inform the non-selected Offerors of the basis for the source selection decision and Contract Award.

A written request for a debriefing shall be made within three (3) Working Days after the posting of the Award of the Contract.

Debriefing shall be held by the Chief Procurement Officer to the maximum extent practicable within seven (7) Working Days of the request for the debriefing, provided the Chief Procurement Officer may determine whether to conduct individual or combined debriefings.

A protest by a requestor submitted pursuant to Section 103D-701, HRS, following a debriefing must be filed within five (5) Working Days, as specified in Section 103D-303(h), HRS.

12.11 Authority to Debar or Suspend

The Chief Procurement Officer, in accordance with the provisions of Section 103D-702, HRS, and HAR Title 3, Subtitle 11, Chapter 126, Subchapter 2, may debar or suspend a Person for cause from consideration for award of contracts. In accordance with the Budget and Fiscal Services Policy and Procedures Manual, Index 01.10, the Chief Procurement Officer will, prior to Award of the Contract, initiate debarment proceedings against any Offeror who is currently debarred by the Federal Government as listed in the “Lists of Parties Excluded from Federal Procurement or Non-procurement Program” (see Section 4.9).