

**HONOLULU AUTHORITY FOR RAPID
TRANSPORTATION**

HONOLULU RAIL TRANSIT PROJECT

**ON-CALL CONSTRUCTION
CONTRACTOR CONTRACT “III”**

REQUEST FOR PROPOSALS

RFP-HRT-948304

February 23, 2016

**QUESTIONS RELATING TO THIS SOLICITATION, CONTACT:
transitmailbox@honolulu.gov**

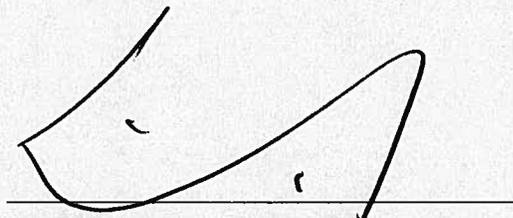
**NOTICE OF REQUEST FOR PROPOSALS
FOR
HONOLULU RAIL TRANSIT PROJECT
ON-CALL CONSTRUCTION CONTRACTOR CONTRACT "III"
RFP-HRT-948304
HONOLULU AUTHORITY FOR RAPID TRANSPORTATION**

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 shall be submitted by no later than **2:00 p.m., Hawaii Standard Time (HST) on March 31, 2016**, addressed or hand-delivered to the offices of the Honolulu Authority for Rapid Transportation, 1099 Alakea Street, Suite 1700, Honolulu, Hawaii, 96813, Attn: Procurement Division.

Pursuant to HRS Section 103D-303.5, a pre-proposal conference will be held on March 8, 2016 at 1:30 p.m. at 1099 Alakea Street, Room 150, Honolulu, Hawaii 96813. All interested persons are invited to attend.

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



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

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- Exhibit 12 Cost Proposal Pricing Form
- Exhibit 13 Certificate of Compliance with HRS Section 396-18, Safety and Health Programs
- Exhibit 14 Certificate Regarding Ineligible Contractors
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- Exhibit 18 Surety Bid Bond
- Exhibit 19a Letter of Assent for Rapid Stabilization Agreement (RTSA) dated November 17, 2009
- Exhibit 19b Letter of Assent for RTSA Hawaii Building and Construction Trades Council Affiliates dated November 17, 2009
- Exhibit 20 Bidder Registration Form
- Exhibit 21 Certification Regarding Conflict of Interest

ATTACHMENTS

- Attachment A Standard Specifications for Public Works Construction of Public Works, City and County of Honolulu
- Attachment B Standard Details for Public Works Construction of the Department of Public Works, City and County of Honolulu
- Attachment C HART Standard Specifications Divisions 2-34

SAMPLE AGREEMENT

Coverleaf Agreement
Special Provisions

- Appendix A – Federal Requirements
 - Required Federal Clauses
 - Attachment 1.6a) – DBE Participation Report
 - Attachment 1.6b) – Final Report of DBE Participation and Instructions for Completion of the Final Report of DBE Participation
- Appendix B-1 Task Order Procedures
- Appendix B-2 Task Order Form

HART General Conditions of Construction Contracts 12/2014

INSTRUCTIONS TO OFFERORS

1.0 PROJECT OVERVIEW

This Request for Proposals (“RFP”) is issued by the Honolulu Authority for Rapid Transportation (“HART”) to identify Persons qualified to submit competitive sealed proposals for the On-Call Construction Contractor Contract “III” of the Honolulu Rail Transit Project (“HRTP”). “Persons” 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. The Contractor may be required to perform a variety of services to include, maintenance, renovations, demolition, repairs, utilities relocation and minor new construction projects or services, and work in support of other HART contractors. The utility relocation work will include miscellaneous as-needed site work to facilitate the installation of temporary utility poles and utility installations. The site work is expected to include surveys for pole locations as properties become available, as-needed demolition of small structures, demolition and repair of sidewalks; and pruning, removing, or transplanting trees as deemed necessary to facilitate work by utility owners. The utility installations will include conduits for utility service connections, lines for HART, a limited amount of concrete duct bank and manholes, and temporary street lights on temporary poles. Throughout its work, the Contractor must obtain all necessary permits, coordinate with property owners and utility owners, provide maintenance of traffic for its own work, access to properties, and install and maintain BMPs as necessary.

This is an On-Call Indefinite Delivery / Indefinite Quantity Contract wherein the exact types of services or delivery dates cannot be predetermined. While the HART Standard Specifications will apply to this Contract (a copy of which is contained in Attachment C to the Instructions to Offerors), it is anticipated that the requirements will be similar to the types of work set forth in the Standard Specifications and Standard Details for Public Works Construction dated September 1986 included as Attachments A and B to this Instructions to Offerors (“ITO”). As requirements are encountered or developed, HART will prepare scopes of work and applicable specifications to be issued on a Task Order basis. The Contractor may subcontract work to trades such as plumbing, carpentry, masonry, electrical, mechanical and site work.

1.1 HRTP Description

The HRTP 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 HRTP 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, a Rail Operations Center (ROC), 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) were released in September 2013. The FEIS and additional information on the H RTP can be found at: <http://honolulutransit.org>.

1.2 On-Call Construction Contractor Contract “III” Description

This is an On-Call Construction Contract. Work will be assigned on a task order basis as needs arise. There is no guarantee of any specific work or specific type of work described in Section 1.2.1 below. The scope, budget and schedule for Work performed under this Contract will be assigned and negotiated through stand-alone task orders.

The Contractor must be prepared and equipped to provide its services in a timely manner and on relatively short notice so as to enable HART to meet required deadlines.

Notwithstanding the above, the Contractor is guaranteed Task Orders in a cumulative amount of at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00). The Maximum Amount of Task Orders issued under this Contract shall not exceed TWENTY MILLION AND NO/100 DOLLARS (\$20,000,000.00).

1.2.1 General On-Call Construction Contractor Responsibilities

The Contractor shall be responsible for adherence to the design criteria, standard specifications, and committed mitigation measures identified in the ROD, as amended. The Contractor’s responsibilities under this Contract will include, but are not limited to:

- (1) Performance of Work in the scope for each task order;
- (2) Coordination with Project stakeholders, station designers, design-builders, contractors, property owners, and utility owners;
- (3) Management of its construction services;
- (4) Long term warranty and/or limited maintenance after construction, if applicable;
- (5) Maintenance of traffic and access to properties, if applicable;
- (6) Project safety and security;
- (7) Acquisition of construction easements;
- (8) Sustainability goals; preservation of existing trees;
- (9) Tree removal and/or tree relocation;

- (10) Conduit installation for utilities including all excavation, backfilling, and restoration of roadways;
- (11) Demolition and/or repair and installation of new sidewalks;
- (12) Installation of concrete duct banks and utility manholes/hand holes ;
- (13) Demolition of utility poles;
- (14) Installation of new and temporary street lighting;
- (15) Compliance with applicable laws, ordinances, rules and regulations;
- (16) Demolition of existing buildings and structures;
- (17) Alteration to existing buildings and structures including design;
- (18) Environmental assessment including mitigation;
- (19) Interface management and systems integration;
- (20) As-built CADD file drawings and all related record documents;
- (21) Coordinate with property owners and utility owners as required;
- (22) Obtain all required and necessary construction permits, environmental permits, and all other assigned permits, including related temporary notices and barriers for traffic phasing during construction;
- (23) Maintaining a safe Project and utilizing Best Management Practices; and
- (24) Project Closeout.

1.2.2 Interface

The Contractor shall be responsible for adherence to HART's interface management and coordination program and processes for interfaces between the Contractor and other HART contractors in proximity of or affected by Work assigned to the Contractor. The Contractor shall also review documentation and drawings provided by HART, and coordinate with HART to identify and successfully comply with all interface requirements in order to perform all Work required in accordance with the Contract requirements. This process is intended to be a “proactive” effort by the Contractor, all other interfacing contractor partners, and HART such that all design and construction efforts can progress as efficiently as possible.

2.0 TERM OF THE CONTRACT

The term of this Contract will be seven (7) years, commencing with a written Notice-to-Proceed (“NTP”).

3.0 QUESTIONS AND INQUIRIES

3.1 Deadline for Inquiries

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

3.2 Written Request for Clarification

If a prospective Offeror believes that any of the matters in, or related to, the solicitation are not sufficiently described or explained in the solicitation, or that any discrepancy exists between different parts of the solicitation, or that the full intent of the solicitation is not clear, then the Offeror shall submit a written request for clarification no later than the deadline stated in the Solicitation Timetable.

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 bid and may not be opened until after the official bid due date. Oral interpretations or clarifications will be without legal effect. Only questions answered in a written addendum issued by HART will be binding.

3.3 Rules of Contact and Communications

Contact between the Offerors and HART shall only be in writing to Attn: Procurement Division, Honolulu Authority for Rapid Transportation, to the postal address provided above on page 1/coversheet of this RFP, or to the Transit Mailbox at the following email address: transitmailbox@honolulu.gov.

Offerors may not contact other HART employees, representatives, board members or stakeholders concerning this RFP while the solicitation process is in progress. The selection process begins at the date of the RFP issuance and will be completed with the Award of the Contract.

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

4.0 OVERALL PROCUREMENT PROCESS

4.1 Pre-Proposal Conference

A pre-proposal conference to respond to questions from Persons interested in submitting Proposals will be held. Although attendance is not mandatory, all interested Offerors are encouraged to attend. Those Offerors wishing to attend the meeting should communicate their intentions, via e-mail, to transitmailbox@honolulu.gov. In addition to the sender's e-mail

address, the e-mail should include the number of attendees. Attendees may also e-mail advance questions to HART, which may be addressed during the meeting. No oral representations shall be binding. Only written responses to written questions issued via addenda shall be binding.

Date: March 8, 2016
 Time: 1:30 p.m., HST
 Location: 1099 Alakea Street, Suite 150, Honolulu, Hawaii 96813

4.2 Solicitation Timetable

The following timetable has been established for the Project solicitation:

Activity	Month
Issuance of RFP	February 23, 2016
Pre-Proposal Conference	March 8, 2016
Deadline for Receipt of Clarification Requests	March 16, 2016
Issue Final Addendum	March 21, 2016
PROPOSAL DUE DATE	March 31, 2016 at 2:00 p.m. HST
Anticipated Award Date	April 21, 2016

HART reserves the right to modify the above dates.

4.3 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. Except the copy of the Pre-Proposal Presentation and Pre-Proposal Sign-In Sheet(s), addenda will be incorporated as part of the RFP. Oral interpretations, clarifications, changes or substitutions will be without legal effect. Only interpretations or clarifications, changes, or approved substitutions provided by formal written addendum to the solicitation shall be binding.

4.4 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.

4.5 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. Prior to Contract award proposals and modifications will be shown only to members of the evaluation committee and HART personnel or their designees having legitimate interest in them.

4.6 Proposal Confidential During Solicitation Process

HART will maintain a confidential process for the duration of this On-Call Construction Contractor Contract "III" procurement. All records related to this procurement, including, but not limited to, Proposals, Evaluations, Priority List Procedures, Price Proposals, Evaluation and Selection Procedures, and records during the evaluation and selection process, will remain confidential until the Contract Award has been posted by HART in accordance with HAR §3-122-9.01.

4.7 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.

4.8 Priority List

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.

4.9 Discussions with Offerors

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

4.10 Best and Final Offers

Best and Final Offers, if required, will be conducted in accordance with HAR §3-122-54.

4.11 Rejection of Proposals; Waiver of Informalities and Minor Irregularities

Proposals may be rejected in accordance with HAR §3-122-97. Furthermore, HART may:

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

4.12 Basis of Award

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.

4.13 Verification of Responsibility of Offeror

The successful Offeror shall, within three (3) business days of notification of Contract award furnish proof of compliance with the requirements of HRS §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.ehawaii.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-301(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.

4.14 Non-Responsive Proposals

Proposals shall be considered non-responsive and rejected for the following reasons:

- (a) If the Offeror does not submit the required Bid Security with its Proposal; or
- (b) The Offeror fails to complete, sign, and submit the appropriate Buy America certification (either Exhibit 16a or Exhibit 16b).

4.15 Execution of Contract

a) Upon notification of award, the successful Offeror shall obtain the Contract from HART for execution. The signed Contract document shall be returned within ten (10) days from the date of notification of the award, or within such time as HART may allow.

Failure to enter into the Contract and to furnish satisfactory performance and payment bonds, when required, within ten (10) days from notice of award may be cause for cancellation of the Offeror's award and forfeiture of the Offeror's offer security, if any, as liquidated damages and not as a penalty.

b) Evidence of Insurance Coverages

Evidence of insurance coverages shall be delivered at the same time the Contract is executed.

4.16 Cancellation of Solicitation

This solicitation may be cancelled at any time pursuant to the Chief Procurement Officer's determination that cancellation is in the public interest or reasons based on, but not limited to, those set forth in HAR Section 3-122-96.

4.17 Public Inspection; Segregation of Confidential Information

Public inspection will be in accordance with HAR §3-122-58. The existing Contract file, except those portions the Offeror designates in writing to be confidential as trade secrets or other proprietary data, subject to HAR §3-122-58(b), will be available for public inspection upon posting of the Award pursuant to HRS §103D-701.

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 section 92F-42(1), HRS.

4.18 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 five (5) Working Days after the posting of the Award of the Contract.

To the extent practicable debriefing shall be held by HART 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.

4.19 Protests

Protests shall be made in accordance with HRS §103D-701 and HAR §3-122-60.

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

Offerors are hereby notified of their right to appeal to the FTA pursuant to FTA C 4220.1F Chapter VII, Section 1.b.

4.20 Commencement of Work

Work shall not commence until: (1) a Contract has been executed; (2) the availability of funds has been certified by the Chief Procurement Officer; and (3) a written Notice to Proceed issued.

5.0 PREPARATION OF PROPOSALS; SUBMITTAL REQUIREMENTS

5.1 Proposals Signed by Authorized Personnel

Each Proposal shall be signed in ink by the person legally authorized to do so on behalf of the entity submitting the Proposal and pursuant to proof of the authorized person's authority to bind the entity.

5.2 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 the Proposal Due Date and time.

5.3 Suspension and Debarment

In accordance with 2 CFR §1200 the Offeror is required to verify that none of the Offeror's firms, 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.

5.4 Conflict of Interest

A Contractor who is paid for developing or preparing specifications or work statements in the development of the specifications is precluded from submitting an offer or receiving a contract for that particular solicitation in accordance with HRS §103D-405(d) and HAR §3-122-13(e).

Offerors are required to submit Exhibit 21, Certification Regarding Conflict of Interest.

5.5 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.

5.6 Submittal Address

Proposals shall be delivered to the following address:

Honolulu Authority for Rapid Transportation
RFP-HRT-948304
Attn: Procurement Division
1099 Alakea Street, Suite 1700
Honolulu, Hawaii 96813

Submittals by facsimiles are not acceptable. The Proposal must be time-stamped at the HART office, located at the address provided hereinabove. 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.

5.7 Page Limit, Format, and Quantities

The Proposal should be no more than 75 pages in Sections 1 through 5 (see Exhibit 2), excluding required forms, dividers, and appendices. Offerors will provide one original and five 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 6 Copies.” All copies shall be provided in loose-leaf binders. Each copy should be identified on the cover(s) as “Copy # of 6 Copies.” The Proposal shall be organized to correspond with the format outline presented in Exhibit 2.

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

Qualifications 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.

5.8 Organization of Proposal

Offerors are to follow the outline format provided in Exhibit 2 when preparing and organizing their Proposals. Specific content requirements for each section of the Proposal and the corresponding evaluation points are described in detail in paragraph 6 below.

The sections and appendices will consist of loose-leaf pages. The five sections will be placed together in one 3-ring binder and the three appendices will be placed together in a separate 3-ring binder.

5.9 Bid Security; Performance and Payment Bonds

Offerors shall submit with their Proposal a security deposit in the amount of five percent (5%) of the total Price for Evaluation Purposes contained in Exhibit 12. Security deposits will be retained until execution of a Contract by the successful Contractor, after which time the security deposits will be returned to the Offerors.

Pursuant to ITO Section 6.6, below, the Offeror shall provide a letter from a surety or insurance company(s) indicating that the Offeror is capable of obtaining bid security, performance, and payment bonds covering the On-Call Construction Contractor Contract “III” with an anticipated value of \$20,000,000.00.

The Contractor will be required to submit with execution of each task order issued under this Contract, performance and payment bonds in the amount of one hundred percent (100%) of the task order price. The amount of the performance and payment bonds shall be increased or decreased to equal the aggregate amount of uncompleted task orders.

5.10 Public Works Construction: Apprenticeship Agreement Preference

(a) Definitions for purposes of this section:

"Apprenticeable trade" – shall have the same meaning as "apprenticeable occupation" under HAR §12-30-5.

"Employ" – shall mean the employment of a person in an employer-employee relationship.

"Governmental body" – shall have the meaning as defined in HRS §103D-104.

"Party to an apprenticeship agreement" – shall mean a party to a registered apprenticeship program with the State of Hawaii Department of Labor and Industrial Relations (DLIR).

"Preference" – shall mean the 5% by which the qualified offer amount would be decreased for evaluation purposes.

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

"Registered apprenticeship program" -- shall mean a construction trade program approved by DLIR pursuant to HAR §12-30-1 and §12-30-4.

"Sponsor" – shall mean an operator of an apprenticeship program and in whose name the program is approved and registered with DLIR pursuant to HAR §12-30-1.

(b) Applicability

For offers for a public works construction contract or public works construction component of a contract having an estimated value of not less than \$250,000, HART shall, for evaluation purposes, decrease the offer amount of an Offeror by five percent (5%) if the Offeror is a party to an apprenticeship agreement registered with the State of Hawaii, Department of Labor and Industrial Relations for each apprenticeable trade the Offeror will employ to construct the public works, and in conformance with HRS Chapter 372.

(c) Procedures

(A) Prior to solicitation opening.

Offerors seeking to claim the apprenticeship preference shall submit a completed signed original Certification of Offeror's Participation, Certification Form 1 verifying participation in an apprenticeship program registered with DLIR. Previous certifications shall not apply unless otherwise specified in this solicitation. DLIR Certification of Bidder's Participation, Certification Form 1, may be found on the DLIR Workforce Development Division website (<http://hawaii.gov/labor/wdd>).

(B) Offer Evaluation.

If the Offeror properly submits Certification Form 1 described above, upon verification, HART will apply the preference and decrease the bidder's total offer amount by five percent (5%) for evaluation purposes. The Contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

5.11 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 Hawaii and perform the Work required under the Contract, including proposing in accordance with HRS §444-9 and HAR §16-77-4, and carrying out contracts consistent with the laws of the State of Hawaii. Offerors must be properly licensed and capable of performing the Work as described in the RFP, including but not limited to having an "A" general engineering contractor license from the State of Hawaii at the time of submission of the Proposal.

5.12 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.

5.13 Subcontracting

All subcontractors are subject to pre-approval by HART.

5.14 Contract Type

The Work will be assigned, priced and performed on the basis of task orders. Pricing for the task order Work shall be negotiated utilizing the fixed bill rates and the current State of Hawaii Department of Labor and Industrial Relations Wage Rate Schedule identified in Exhibit 12. In no event shall the covered rates be less than the rates contained in the then current Davis-Bacon Act wage rate schedule for Hawaii. Compensation for task order work shall be on a firm-fixed price or bill rate basis as mutually agreed prior to NTP for each task order.

5.15. Offeror Organization and Principal Participants

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

5.16 Non-Disclosure

The Offeror may be given access to records, which are confidential under State or federal laws, 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.

6.0 PROPOSAL REQUIREMENTS, EVALUATION CRITERIA AND EVALUATION POINTS

6.1 Cover Letter and Proposal Form (5 Points)

The Offeror will provide a one- or two-page letter indicating its desire to be considered for the Contract and stating the official names and roles of all Principal Participants and known subcontractors. The Offeror shall discuss its capability to meet the requirements of the Contract specifically with respect to cash and working capital. The Offeror shall identify a single point of contact for the Offeror and the address, telephone and fax numbers, and email address to which questions should be directed. Authorized representatives of the Offeror's organization shall sign the letter. Attach Exhibit 3, Exhibit 4, and Exhibit 20 to the Proposal Letter.

6.2 Organizational Eligibility (Section 1) (5 Points)

- (a) The objective of this section is to:
- (1) To identify legally constituted Offerors able to submit Proposals and enter into the Contract;
 - (2) Identify Offerors who meet all of the licensing requirements to perform the Work; and
 - (3) Identify Offerors with construction experience on projects similar in nature to the On-Call Construction Contractor Contract "III."
- (b) Requirements and information to be provided in Section 1 of the Proposal are:
- (1) Submit Offeror's Organization Information as identified on Exhibit 5;
 - (2) If a Partnership or Corporation, submit Exhibit 6;
 - (3) Submit Principal Participant certification on Exhibit 7 for each Principal Participant covering the last five (5) years; and
 - (4) If a Joint Venture, Limited Liability Company, or Partnership:
 - (A) Identity of the lead Principal Participant of the entity, if any;
 - (B) Indicate the equity share percentage held by each member;
 - (C) Include an express statement from each of the equity members of the entity to confirm their joint and several liability; and
 - (D) Identify full details of the organization structure.
- (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 for 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) Alternatively, in lieu of the Powers of Attorney, the Offeror may submit certified, original corporate resolutions for 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.

6.3 Experience of the Offeror and Principal Participants (Section 2) (30 Points)

(a) The objective of this section is to:

- (1) To identify the best firm available with demonstrated experience and expertise in, capacity for, and record of producing quality Work on projects consisting of highway repair, buildings, demolition, fencing, drainage and related work, who through its past experience demonstrates the ability to mobilize and provide resources which would enable to construction to be completed within budget and on schedule.
- (2) To identify Offerors with the following:
 - (A) Successful history of completing contracts of similar size and cost on time and within budget;
 - (B) Records of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration; and
 - (C) Good safety records.
- (3) To identify Offerors who will effectively manage all aspects of the On-Call Construction Contractor Contract "III" in a quality, timely, and effective manner and will integrate the different parts of its organization collectively and with HART in a cohesive and seamless manner;
- (4) To identify Offerors that have the technical and management experience and expertise to plan, organize, and execute assigned task orders; and
- (5) To identify Offerors with firms or personnel currently engaged in or with a history of legal and financial problems that could adversely impact the On-Call Construction Contractor Contract "III" generally.

(b) Requirements and information to be provided in Section 2 of the Proposal:

- (1) **Experience:** Provide the past project information requested in Exhibit 8. Provide no more than ten (10) past project descriptions highlighting experience in the last five (5) years relevant to the Project. The project descriptions shall be comprised of two (2) past projects per each Principal Participant. Provide a description of those projects comparable or relevant to that anticipated for the On-Call Construction Contractor Contract "III";
- (2) **Subcontractor Information:** Provide the information requested in Exhibit 9. Identify subcontractors and the Offeror plans to use, to the extent they are known, indicating what portion of the Work such subcontractor is anticipated to undertake. Submit maximum one-page summary of experience for each listed subcontractor;
- (3) **Past Performances:** Provide the information requested in Exhibit 10 for the Offeror and each Principal Participant. If an Offeror has no record of relevant past performance or if the relevant information is not available, enter a declarative statement to that effect. For each cited instance of litigation, claim, dispute proceeding, arbitration, assessment of liquidated damages, or termination for cause or

default, provide the owner's name and the name of its current representative (and current telephone and fax numbers) who can be contacted for additional information. Copies of Awards, Citations and Commendations may be included in Appendix C and will not count toward the page limit; and

- (4) Safety: Provide detailed safety record information for each Principal Participant as requested in Exhibit 11.

6.4 On-Call Construction Understanding (Section 3) (35 Points)

- (a) The objective of this section is to:
 - (1) To identify those Offerors demonstrating an understanding of the management, technical, and maintenance of traffic issues and risks associated with the On-Call Construction Contractor Contract "III";
 - (2) To identify those Offerors demonstrating an understanding of and the qualifications to satisfy the requirements of this Project; and
 - (3) To identify those Offerors demonstrating an understanding of how the Offeror's organization will contribute to the success of the Project, demonstrating an understanding of the risk sharing and the teaming relationship between the Contractor and HART.
- (b) Requirements and information to be provided in Section 3 of the Proposal:
 - (1) List and briefly describe the five (5) most significant issues and risks (e.g., management, technical, and maintenance of traffic) facing the selected Offeror and/or HART, and the benefits and responsibilities associated with this Contract;
 - (2) Briefly describe how the Offeror will use its organization, key personnel availability and process expertise to ensure successful performance of the Contract;
 - (3) Offeror's unique approach to identifying and implementing On-Call Construction requirements (HART and FTA); and
 - (4) Briefly describe how the Offeror will deal with the unique logistical challenges and the limited local resources—both materials and labor, posed by the location of the Project.

6.5 Team Organizational Structure (Section 4) (15 Points)

- (a) The objective of this section is:
 - (1) To identify Offerors with a Project organizational structure that accounts for all activities that are necessary to complete the Contract successfully;
 - (2) To identify the Offerors' single point of contact for the Contract; and
 - (3) To identify Offerors with the required technical and management experience and expertise to plan, organize, execute the construction, and ensure the quality and safety of the Project.
- (b) Requirements and information to be provided in Section 4 of the Proposal:
 - (1) An organizational chart identifying participating firms responsible for major functions to be performed. All Principal Participants, and known subcontractors should be identified on the chart. Provide a brief description of the significant functional relationships among these firms.

- (2) Provide a description of the relationships within the organizational chart to demonstrate that the Offeror has technical and management experience and expertise to organize, execute, construct and ensure the quality and safety of the Contract.

6.6 Price (Section 5) (20 points)

(a) The objective of this section is:

- (1) To provide a Price Proposal using the instructions listed herein. Submit all information as specified herein, using the Exhibit and formats specified. Alterations to the Exhibit will only be permitted where specifically allowed;
- (2) Work will be assigned and priced by individual task order. Pricing will be negotiated using the applicable actual wage rates for staff not covered by State of Hawaii Department of Labor and Industrial Relations published Wage Rate Schedule Bulletin and the applicable current Prevailing Wage Rate for staff who are covered. In no event shall the rates be lower than the current Davis-Bacon Act applicable wage rate. Rates for labor and equipment not contemplated in Exhibit 12 will be negotiated on a case by case basis. Individual task orders may be converted to a firm-fixed price amount if mutually agreeable between the Parties;
- (3) Work will be assigned and priced by individual task order. Pricing will be negotiated using the applicable actual wage rates for staff not covered by State of Hawaii Department of Labor and Industrial Relations published Wage Rate Schedule Bulletin and the applicable current Prevailing Wage Rate for staff who are covered. In no event shall the rates be lower than the current Davis-Bacon Act applicable wage rate. Rates for labor and equipment not contemplated in Exhibit 12 will be negotiated on a case by case basis. Individual task orders may be converted to a firm-fixed price amount if mutually agreeable between the Parties;
- (4) The Price Proposal of the selected Offeror will be incorporated into the Contract;
- (5) The Price Proposal is to be included in a separate sealed envelope clearly marked with "Price Proposal, RFP-HRT-948304" and the Proposal Due Date, to the addressee and address specified in Section 7.0;
- (6) The Offeror shall submit Exhibit 12, Cost Proposal Pricing Form. The total price of the Proposal will be considered the cost factor for evaluation purposes;
- (7) By submitting a Price Proposal, the Offeror is certifying to HART that the price submitted in response to the RFP was independently arrived at and therefore represents non-collusion certification to HART and that the rates for staff not covered by the State of Hawaii Department of Labor Relations Wage Rate Schedule Bulletin are current and accurate;
- (8) Price Proposals will become the property of HART. Copies of each Price Proposal will be retained after the Price Proposal evaluation process for the Contract file; and
- (9) Proposals shall include any and all applicable taxes. A prospective Offeror may call the Department of Taxation of the State of Hawaii at (800) 222-3229 for assistance as to whether the State of Hawaii general excise tax, county surcharge and use tax will apply to the Offeror or Contractor.

- (b) Requirements and information to be provided in Section 5 of the Proposal:
- (1) Insert the required pricing information in Exhibit 12;
 - (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 (in excess of US\$ 5 million); if none, so state;
 - (3) Provide a bid bond in the amount of at least five (5) percent of the Price in Exhibit 12;
 - (4) Provide a letter from a surety or insurance company(s) indicating that the Offeror is capable of obtaining bid security, performance, and payment bonds covering the On-Call Construction Contractor Contract "III" with an anticipated value of \$20,000,000;
 - (5) The surety or insurance company submitting such letter must be rated AA-/Aa3 by two nationally recognized rating agencies or at least A-X by A.M. Best and Company, and be listed on US Treasury Department Circular 570; and
 - (6) The letter must specifically state that the surety/insurance company(s) has evaluated the team's backlog and work-in-progress in determining its bonding capacity and the letter must expressly identify the team's amount of current backlog and utilized bonding capacity.

7.0 INSURANCE

Offerors must provide insurance identified in the General Conditions of Construction Contracts, as amended by the Special Provisions.

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 and the General Conditions of Construction Contracts.

9.0 BUY AMERICA REQUIREMENTS

The Priority-Listed Offeror shall comply with the requirements of 49 U.S.C. Section 5323(j)(1), and the applicable regulations in 49 C.F.R. Part 661. The Priority-Listed Offeror shall review the instructions set forth in Exhibit 16, and complete and sign either Exhibit 16a or Exhibit 16b. Submission of the Buy America Certificate is a condition of responsiveness.

10.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT GOAL

HART has established an overall DBE goal of 13.00% for the duration of this agreement and a separate Contract goal has not been established for this procurement.

The Contractor shall report its DBE participation obtained through race-neutral means throughout the period of performance. The Contractor shall submit the "DBE PARTICIPATION REPORT" reflecting payments made by the Contractor to DBE subcontractors in accordance

with Attachment A, Section 1.6(p)-(r) of the General Conditions. Payments to the Contractor will not be processed if the DBE PARTICIPATION REPORT is not properly completed and attached. The DBE PARTICIPATION REPORT shall be prepared in the format set forth in Attachment 1.6(a).

11.0 NO REIMBURSEMENTS

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