

RFB-DTS-267106

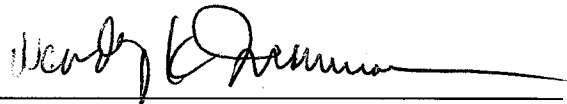
(RQS-DTS-1000668)

NOTICE TO BIDDERS

SEALED TENDERS will be received up to and publicly opened at 2:00 p.m., on June 15, 2010, in the Office of the Division of Purchasing, Department of Budget and Fiscal Services, City Hall, City and County of Honolulu, Honolulu, Hawaii for the furnishing, delivery and installation of a **MOBILE VIDEO SURVEILLANCE SYSTEM FOR TRANSIT VEHICLES** to the Department of Transportation Services, City and County of Honolulu, Honolulu, Hawaii.

Form of proposal and specifications may be obtained from said Office of the Division of Purchasing upon application for Proposal Document No. RFB-DTS-267106.

Questions relating to this bid solicitation may be directed to Romona Maeshiro at telephone number (808) 768-3956, facsimile (808) 768-3299 or by email to bfspurchasing@honolulu.gov.



WENDY K. IMAMURA
City and County of Honolulu *W.K.*

SOLICITATION TIMETABLE

Advertise for Bids	May 3, 2010
Deadline to Schedule Demo of Equipment	May 10, 2010
Installation of Demo Equipment	May 10 – 23, 2010
Mandatory Demonstration of Equipment	May 24 – June 5, 2010
Deadline to Submit Questions	June 7, 2010
Notification of Equipment Qualification	June 8, 2010
Last Day to Issue Addenda	June 9, 2010
Bid Opening Date	June 15, 2010

PROPOSAL
FOR THE
FURNISHING, DELIVERY AND INSTALLATION OF A
MOBILE VIDEO SURVEILLANCE SYSTEM FOR TRANSIT VEHICLES
TO THE
DEPARTMENT OF TRANSPORTATION SERVICES
CITY AND COUNTY OF HONOLULU

Name of Company (Offeror)

Date

Director of Budget and Fiscal Services
City and County of Honolulu
Honolulu, Hawaii 96813

The undersigned hereby agrees to furnish, deliver and install a MOBILE VIDEO SURVEILLANCE SYSTEM FOR TRANSIT VEHICLES, complete as specified hereinafter, to the Department of Transportation Services, City and County of Honolulu, Honolulu, Hawaii at the unit bid prices quoted below, in strict compliance with the Proposal, Technical Specifications & Provisions, Special Provisions, Federal Certification Requirements (Exhibit A), General Instructions to Bidders, and General Terms and Conditions attached hereto and made a part hereof.

Item No.	BASIC BID				
	Item Description	Qty	Unit	Bid Price Unit	Bid Price Total
1.	Bonds, Permits	1	LS		
2.	Project Management	1	LS		
3.	Design and Configuration Control	1	LS		
4.	Documentation	1	LS		
5.	Onboard Surveillance System for 40' New Flyer, DE40FLR, 6 camera configuration	40	System		

6.	Onboard Surveillance System for 60' New Flyer, DE60LF, 8 camera configuration	9	System		
7.	Central Control System	1	LS		
8.	Wireless Communication System (Kalihi and Pearl City)	1	LS		
9.	New T1 Service Between Kalihi and Pearl City Bus Facilities	1	LS		
10.	Testing	1	LS		
11.	Spares and Itemized Price List	1	LS		
12.	Training	1	LS		
13.	Base Warranty (Minimum 1 Year)	1	LS		

TOTAL SUM BASIC BID:
(Item Nos. 1 through 13)

\$ _____

Make and Model Nos. of the Mobile Video Surveillance System Components:

Note: As stated in Section 4 of the Special Provisions, the Director, reserves the right to decrease the quantity as specified in the Basic Bid Section of the Proposal, or increase the quantity twenty percent (20%) as specified in the in the Basic Bid Section of the Proposal, and make an award in accordance with the availability of funds, at the same unit bid price and under the same terms and conditions or cancel the award in the event of insufficient funds. In the event the quantity is changed and award is made in accordance with the availability of funds or the award is canceled due to insufficient funds, any loss of anticipated profits by the Contractor due to the change in quantity or cancellation shall not constitute grounds for equitable adjustment under the contract.

Item No.	ALTERNATE BID ITEMS (ADDITIVE)				
	Item Description	Qty	Unit	Bid Price Unit	Bid Price Total
14.	ADDITIVE ALTERNATE NO. 1 G-force Sensor, cost per bus	49	EA		
15.	ADDITIVE ALTERNATE NO. 2 Other Metadata, cost per bus	49	EA		
16.	ADDITIVE ALTERNATE NO. 3 Live Viewing System	1	LUMP SUM		
17.	ADDITIVE ALTERNATE NO. 4 Extended Warranty (2nd Year)	1	LUMP SUM		
18.	ADDITIVE ALTERNATE NO. 5 Extended Warranty (3rd Year)	1	LUMP SUM		

SUMMARY

TOTAL SUM BASIC BID
(Item Nos. 1 through 13) \$ _____

TOTAL ADDITIVE ALTERNATE NO. 1
(Item No. 14) \$ _____

TOTAL ADDITIVE ALTERNATE NO. 2
(Item No. 15) \$ _____

TOTAL ADDITIVE ALTERNATE NO. 3
(Item No. 16) \$ _____

TOTAL ADDITIVE ALTERNATE NO. 4
(Item No. 17) \$ _____

TOTAL ADDITIVE ALTERNATE NO. 5
(Item No. 18) \$ _____

TOTAL SUM BASIC BID AND
ADDITIVE ALTERNATE NO. 1
(Item Nos. 1 through 14) \$ _____

TOTAL SUM BASIC BID AND
ADDITIVE ALTERNATE NOS. 1 AND 2
(Item Nos. 1 through 15) \$ _____

TOTAL SUM BASIC BID AND
ADDITIVE ALTERNATE NOS. 1 through 3 \$ _____
(Item Nos. 1 through 16)

TOTAL SUM BASIC BID AND
ADDITIVE ALTERNATE NOS. 1 through 4 \$ _____
(Item Nos. 1 through 17)

TOTAL SUM BASIC BID AND
ADDITIVE ALTERNATE NOS. 1 through 5 \$ _____
(Item Nos. 1 through 18)

REFERENCES:

List at least three (3) different transit agencies that operate transit fleets of 300 or more vehicles, where Offeror has successfully installed similar mobile video surveillance systems within the past three (3) years.

AGENCY: _____

CONTACT NAME: _____

PHONE NO.: _____

EMAIL ADDRESS: _____

SYSTEM AND DATE OF INSTALLATION: _____

AGENCY: _____

CONTACT NAME: _____

PHONE NO.: _____

EMAIL ADDRESS: _____

SYSTEM AND DATE OF INSTALLATION: _____

AGENCY: _____

CONTACT NAME: _____

PHONE NO.: _____

EMAIL ADDRESS: _____

SYSTEM AND DATE OF INSTALLATION: _____

It is understood and agreed that the item(s) as specified herein is being furnished for the exclusive use of the City and County of Honolulu.

It is understood and agreed that the bid price(s) includes all taxes which are applicable to the products or services or the furnishing, sale or purchase thereof whether assessed against, chargeable to or payable by the City and County of Honolulu or any of its agencies or the undersigned.

It is also understood and agreed that the undersigned agrees to submit its bid in accordance with the General Instructions to Bidders attached hereto. Since the bid instructions shall apply to the bid solicitation only, the instructions shall not be included as a part of the contract.

It is also understood and agreed that the Director of Budget and Fiscal Services reserves the right to accept or reject any or all bids, in whole or in part, and to waive any defects if such acceptance, rejection or waiver is deemed to be in the best interest of the City and County of Honolulu.

The undersigned further understands and agrees that by submitting this offer, 1) the bidder is declaring that its offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) the bidder is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ☒ one only)**

☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**

- ☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

BIDDER SHALL BE RESPONSIBLE TO CONFIRM THE EXISTENCE OF ANY ADDENDUM TO THIS BID SOLICITATION. BIDDER MAY TELEPHONE (808) 768-3948 OR (808) 768-3963.

FAILURE TO ACKNOWLEDGE ANY ADDENDUM ISSUED MAY BE SUFFICIENT CAUSE FOR THE REJECTION OF BID.

Acknowledge addendum (if any) by indicating the date of receipt.

Addendum No. 1 _____	Addendum No. 6 _____
Addendum No. 2 _____	Addendum No. 7 _____
Addendum No. 3 _____	Addendum No. 8 _____
Addendum No. 4 _____	Addendum No. 9 _____
Addendum No. 5 _____	Addendum No. 10 _____

Respectfully submitted:

Authorized (Original) Signature

Name and Title (Please Type or Print)

*

Exact Legal Name of Company (Offeror)

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

Business address (street address): _____

City, State, Zip Code: _____

Mailing address (other than street address above): _____

City, State, Zip Code: _____

Payment address (other than street address above): _____

City, State, Zip Code: _____

Telephone No.: _____

Cellular Telephone No. _____

Fax No.: _____

E-mail Address: _____

Person to Contact if Awarded: _____

State of Hawaii General Excise Tax License I.D. No.: _____

Federal Employer Identification Number: _____

GENERAL SPECIFICATIONS

1. General.

The furnishing, delivery and installation of a new, of current production, Mobile Video Surveillance System (MVSS) for Transit Vehicles for the Department of Transportation Services, City and County of Honolulu (the City), as specified herein.

2. Qualifications of Offerors.

REFERENCES. Offerors shall list at least three (3) different transit agencies that operate transit fleets of 300 or more vehicles, where Offeror has successfully installed similar mobile video surveillance systems within the past three (3) years. List agencies, contact names and telephone numbers in the appropriate spaces in the proposal. Failure to list information may be cause for rejection of bid.

3. Qualification of Equipment - Demonstration.

In order to be considered for award, the Offeror's proposed equipment shall be demonstrated and qualified by the Department of Transportation prior to bid opening. Attached herein as Attachment 1 is the Evaluation Form that will be used by the City's demonstration review team.

Only the equipment that will be offered shall be demonstrated to show compliance as listed herein. To schedule a demonstration, please contact Sandra Abelaye by email at sabelaye@honolulu.gov. The City shall not be obligated to allow for demonstration of equipment if request is not received on or before May 10, 2010.

Any costs related to the demonstration of the equipment shall be the Offeror's responsibility.

Offerors will be required to install their proposed MVSS bus equipment in one (1) City transit bus, of size no larger than 45'. The demonstration will provide a basis for the Offeror to show a compliant solution and each portion of the demonstration shall be scored by the City's demonstration review team. The demonstration will be scored out of 100 points and the demonstration must achieve a minimum of 85 points in order for the Offeror's equipment to qualify and for the Offeror to submit a bid. This demonstration will be conducted from May 24 to June 5, 2010. During this time, the Offeror will be scored on and shall demonstrate the following:

- a. Understanding (30 Points). The demonstration provides a clear understanding of the needs outlined in the Statement of Work and follows the Technical Specifications. The Offeror's solution is based on industry standards and provides expansion for future needs and growth. The system must be based on proven technology in the Transit Industry.
- b. Cameras (20 Points). The cameras have video quality that meets or exceeds the City's requirements. The quality must provide enough detail to capture the required elements. This includes considerations for light conditions and angle.
- c. Recording System (20 Points). The Recording System must meet or exceed the City's requirements, such as the thirty (30) days of storage requirement based on twenty (20) hours per day of video capture and alarm, GPS, and metadata integration.

- d. Retrieval System (30 Points). The wireless system must meet or exceed the requirements of the Technical Specifications. Wireless tests shall be conducted to demonstrate this, including a data/video upload test to determine upload speeds.
- e. Failures that occur during the demonstration, which include, but are not limited to, any hardware or software failure, camera recording failure or failures with alarms, GPS, or other metadata to operate correctly, will not qualify equipment and thus, if a bid is submitted, it will be rejected and not be considered for award.

After the demonstration period, the Offeror or designated representative shall remove the equipment at no cost to the City. The City shall not be responsible for the condition of the equipment upon completion of the demonstration.

If an Offeror submits a bid for other than the equipment qualified by the City's demonstration review team, the bid shall be deemed non-responsive and rejected.

4. Other Equipment.

Any and all other standard items of equipment and accessories listed in the manufacturer's specifications and/or brochures necessary to complete the system, whether specified or not, shall be included.

5. Safety Requirements.

The equipment offered shall comply with all applicable Federal, Hawaii State and City safety requirements.

Evaluation Form

Evaluation by City's demonstration review team – (Attach additional sheets with comments if needed)

Offeror – Contact person and telephone number: _____

Make and Model No. of the Mobile Video Surveillance System to be demonstrated: _____

Offerors will be required to install their proposed MVSS bus equipment in one (1) City transit bus, of size no larger than 45'. This demonstration will be conducted for a period of about two weeks. During this time, the Offeror shall demonstrate the following:

Understanding: Provides a clear understanding of the needs requirements in the Statement of Work and Technical Specifications. The Offeror's solution is based on industry standards and provides expansion for future needs and growth. Describe the overall rating for the vendor's solution to meet the City's needs (30 Pts): _____

Cameras: Cameras have video quality that meets or exceeds the City's requirements. The quality must provide enough detail to capture the required elements. This includes considerations for light conditions and angle. Describe the overall camera quality rating, list any areas of concern (20 Pts): _____

Recording System, Part 1: Test that the system provides the thirty (30) days of storage requirement. Interpolate as needed to determine the storage for thirty (30) day. Describe the results and any issues (10 Pts): _____

Recording System, Part 2: The system must be based on proven technology in the Transit Industry. It must be a hardened solution that includes alarm, GPS, and metadata integration. Test alarms, GPS, and metadata integration are working properly. Describe the results and any issues. Test the GPS by determining correct latitude and longitude while stopped and in motion. Test alarms by providing triggers for each in the working environment, for example: sudden breaking to trip the G-Force alarm. Inspect the alarmed triggered captured video footage to verify it has integration with metadata (10 Pts):_____

Retrieval System: The wireless system must meet or exceed the requirements of the Technical Specifications. Wireless tests shall be conducted to demonstrate this, including a data/video upload test to determine upload speeds. Describe the results and any issues. Test upload using maximum expected size video and record transfer rate and duration. Test maximum range at which there are acceptable transfer rates (30 Pts):_____

Describe any failures that occurred during the demonstration not covered above, which include but are not limited to: any hardware or software failure, camera recording failure or failures with alarms, GPS, or other metadata to operate correctly:_____

Maximum Score: 100 points **Total Demonstration Score:** _____
(The demonstration must achieve a minimum of 85 points in order for the Offeror's equipment to qualify and be approved.)

Final product evaluation: [] Approved [] Disapproved

Signature/Title: _____ Date: _____

Mobile Video Surveillance System For Transit Vehicles

TECHNICAL SPECIFICATIONS & PROVISIONS

Wayne Y. Yoshioka, Director
Department of Transportation Services
City and County of Honolulu

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Appendix A: Contract Data Requirements List (CDRL)

LIST OF ACRONYMS

AP	Access Point
AGC	Automatic Gain Control
AVL	Automatic Vehicle Location
B/W	Black and White
BNC	Bayonete Neill – Concelman
CAD	Computer Aided Dispatch
CCTV	Closed Circuit Television
CDRL	Contract Data Requirements List
DTE	Diagnostic & Test Equipment
DVR	Digital Video Recorder
FDR	Final Design Review
FPS	Frames per Second
FRT	Failure Review Team
GB	Gigabyte
GPS	Global Positioning System (or Satellite)
HDD	Hard Disk Drive
ID	Identification
IEEE	Institute of Electrical and Electronic Engineers
IP	Internet Protocol
ISO	International Standards Organization
ITS	Intelligent Transportation System
Kbps	Kilobit per second
LAN	Local Area Network
LED	Light Emitting Diode

MAC	Message Authentication Code
MDT	Mobile Data Terminal
MJPEG	Motion Joint Photographic Experts Group
MPEG-4	Motion Picture Experts Group
MTBF	Mean Time between Failures
MTTR	Mean Time to Restore / Repair
NTSC	National Televisions System(s) Committee
PAL	Phasing Alternating Line
PDR	Preliminary Design Review
QCIF	Quarter Common Intermediate Format
RAID	Redundant Array of Independent Disks
RF	Radio Frequency
SCSI	Small Computer System Interface
TCP/IP	Transmission Control Protocol / Internet Protocol
UL	Underwriter's Laboratories
UPS	Uninterruptible Power Source
WAN	Wide Area Network
WPA	Wi-Fi Protected Access

1 INTRODUCTION

1.1 General

This Specification describes the Mobile Video Surveillance System (MVSS) and wireless network equipment to be purchased by the City and County of Honolulu (the City) for installation on TheBus transit system. In this specification, the term MVSS is used to encompass all hardware, software, and services being procured under this procurement. This introduction summarizes pertinent information about TheBus and the MVSS being purchased.

This Specification is a performance specification although detailed requirements are expressed where necessary to convey design concepts. Typical configurations are also utilized to help convey general design objectives and functional requirements. Proposers, however, may propose alternative designs and approaches if they represent a superior compromise between performance and project cost, risk, and schedule while maintaining functional equivalency. The use of the Contractor's standard, off-the-shelf, service-proven offering is generally preferred where equivalent to the functional requirements of the Specification.

1.2 Objective

TheBus is experiencing some level of claims from passengers and drivers, in addition to criminal complaints. In order to increase driver and passenger safety and to reduce costs related to these items, the City plans to implement a Mobile Video Surveillance System on their entire fleet in a phased implementation. The City has become increasingly aware of the need for additional security for their passengers and employees. The City has recognized that implementing a Mobile Video Surveillance System on their fleet will increase the safety and security of passengers and employees and reduce false claims by having audio and video documentation of activities within and near their buses. The main objectives for this project are to:

- Provide a sense of security for both passengers and drivers.
- Reduce criminal or other threatening behavior, vandalism and theft.
- Reduce liability-type complaints and other similar risk management issues.

This procurement will take place in a phased timeframe based on the availability of funds. The Bus currently has funding for the first phase (minimum of the Base System) of this project. The MVSS "Base System" shall include a minimum of at least 49 buses (9-60' articulated and 40-40' buses) and a Central Control System to support this initial Base System. This Phase 1 shall be completed no later than three hundred sixty five (365) calendar days from the official commencement date on the Notice-To-Proceed.

1.2.1 Off-the-Shelf, Service-Proven System

It is the City's desire to procure a Mobile Video Surveillance System that meets its functional requirements and is as close to a standard off-the-shelf, service-proven system as possible.

The City recognizes that Mobile Video Surveillance System vendors need to be constantly evolving their product offerings in order to keep pace with new technology and industry needs. The goal is that new system development, and its associated risks and costs, will be minimized while ensuring that the MVSS has flexibility, expandability, performance, functionality, reliability, usability, and long-term supportability. The MVSS provided in this Contract shall be one that is successfully operating in other transit properties and has the customization capabilities to meet all of the operational requirements.

1.2.2 Base Scope of Mobile Video Surveillance System

The Contractor shall perform all work detailed herein, unless otherwise specified. The scope of work to be performed includes furnishing all materials, tools, equipment, transportation, supervision, and performing all labor and services necessary and incidental to designing, installing, testing and maintaining the Bus MVSS in accordance with Contract requirements. The Contractor's work includes, but is not limited to, the following:

- Provide a complete installation of specified systems, subsystems, and components, including engineering interface with new equipment. In the subsequent phases of the contract where possible removal of existing MVSS equipment is necessary, the removal of any equipment shall be returned to TheBus. Unless otherwise noted, this shall include the provision of all new or replacement components, consumables, disposables, and standard hardware by the Contractor, as necessary to complete the installation.
- Complete a detailed design for the system, whole and in part, related to equipment, engineering, manufacturing, and testing of the MVSS.
- Provide technical data, software, samples, and mock-ups for new items, as required.
- Complete qualification and acceptance testing.
- Conduct training programs for TheBus operations and maintenance staff regarding the new MVSS.
- Complete the preparation and configuration control of as-built drawings, material and process specifications, and all other engineering, design and manufacturing information required to present the final as-built design of the work as developed and approved. Provide vehicle configuration, verification and drawing conversion as specified.
- Provide the operations and maintenance manual in a suitable electronic format.
- Provide special tools and diagnostic test equipment for new and upgraded systems.
- Deliver spare parts as specified and administer warranty and maintenance programs.

1.2.3 Bus Operations and Maintenance Facilities

TheBus has two facilities for operating and maintaining the transit system. The main facility is the Kalihi Bus Facility in Honolulu. This facility consists of parking areas for buses, employees

and visitors, office buildings for administration personnel, and buildings for bus maintenance, refueling and washing. The Kalihi Bus Facility is also the location for paratransit operations and maintenance as well as the location for fixed route and on demand dispatch.

Buildings at the Kalihi Bus Facility include: Building A (for fixed route offices, control center, and customer service), Building B (for fixed route maintenance), Building B-1 (fueling station), Building B-2 (bus wash), Buildings B-3 and B-4 (temporarily used for paratransit vehicle maintenance), Building C (unit repair shop), and the new paratransit building. The new paratransit building has offices in the upper floor and will eventually use the lower floor for maintenance on paratransit vehicles. The main Central Control equipment for the MVSS will be installed at the Kalihi Bus Facility. One new MVSS supervisor workstation will be provided at this location, as well as the setup and storage system for the MVSS.

The second facility is the Pearl City Bus Facility, where a communication link will be added, as part of the scope of this project, for downloading bus video to the Kalihi Bus Facility. The Buildings at the Pearl City Bus Facility include: Building A (maintenance areas on the lower floor and offices on the upper floor), Building B (fuel station), Building C (bus wash facility), and Building D (transit administration and lounge). Building A also houses the main communication room which provides the basis for the Pearl City Bus Facility network. Multimode fiber provides the communication transmission path between the maintenance garage, fuel island and administration building. An existing T1 line, leased from the telephone company, is used to connect the Pearl City Bus Facility network to the Kalihi Bus Facility network.

1.3 TheBus Background

TheBus is a public transportation service provided by the City and County of Honolulu. TheBus ridership is approximately 72 million boardings annually on 531 buses, providing service on over 100 daily routes. TheBus is managed by Oahu Transit Services Inc. (OTS), a private non-profit corporation, which operates and maintains the system under a management contract for the City and County of Honolulu, Department of Transportation Services (DTS). DTS headquarters are at the Fasi Municipal Building, and OTS headquarters are at the Kalihi Bus Facility. The transportation service includes TheHandi-Van which is the paratransit complement to TheBus and provides shared-ride services to persons who are disabled.

1.3.1 Existing Radio System

All buses in TheBus fleet are also equipped with automatic stop annunciators for next-stop arrival information inside the vehicle. Route announcements are also automatically made exterior to the vehicle for boarding passengers. The GPS network for next-stop information is available for the entire service area for TheBus. A mobile data terminal is part of this system and provides an interface to the bus operator for this system and the radio network. The system control center is located at the Kalihi Bus Facility and utilizes HARRIS C3 Maestro consoles for dispatch voice communications. There is space available in the control center which will be used for the planned MVSS supervisor workstation.

An 800 MHz trunked radio system is used for voice and a separate 800 MHz data network communication from each bus to repeater sites. The repeater sites use 6 GHz microwave links, one 10 GHz microwave link, and one spread spectrum microwave link for communication to the Fasi Municipal Building (DTS headquarters) and to the Kalihi Bus

Facility (OTS headquarters). The 800 MHz trunked radio system was installed by Ericsson/GE for the City and County of Honolulu and is the source of radio communications for a variety of City, County and State agencies including the Police and Fire Departments. TheBus currently uses 16 talkgroups from this system for their voice radio and data/AVL communication system needs.

The data/AVL radio system and associated microwave links utilize eight base station relay sites. These sites are located at the following locations to provide radio coverage throughout TheBus service area:

- Makiki Round Top Regional Park
- Atop Koko Head Regional Park
- Waimanalo Ridge
- Kaawa Fire Station
- Mokuleia Ridge
- Sand Island Parkway
- Kawela Ridge
- Atop Puu Manawahua

The Round Top site is the main site that communicates to both the Kalihi Bus Facility and the Fasi Municipal Building. 56k Digital Data System (DDS) circuits are used for communication from each tower site. From the Fasi Municipal Building, a dedicated fiber link connects the system to the Honolulu Police headquarters.

1.3.2 Existing CAD/AVL System

Six existing CAD/AVL dispatch consoles in Building A at the Kalihi Bus Facility are used for the fixed route system. An additional three consoles are located at the paratransit building, at the Kalihi Bus Facility, for dispatching on-demand vehicles and some limited fixed routes. In addition, there are six dual monitor workstations, two single monitor workstations and one management workstation.

1.4 OTS and City Participation

OTS and the City will participate in project meetings and system design reviews, review and approve design documents, and participate in the final testing as defined in Section 7. OTS will provide available data necessary to configure the system. The City and OTS will provide the following resources, assets, and building accommodations to the Contractor for its use in connection with this project:

- Provide access to TheBus Local Area Network (LAN) connection and provide the resources necessary for the Contractor to access any required TheBus WAN-based data and systems for configuration and integration of the MVSS.

- Access to parking, with location as approved by the City and OTS, to install, inspect, test, and prepare MVSS for delivery completion.
- Access on maintenance facility space for acceptance testing during limited nighttime and weekend hours.
- Facilities needed to provide training for OTS personnel.

1.5 Coordination with other Interfaces and Work

The Contractor shall coordinate all efforts with other contractors and with OTS daily operations and shall conduct the operations in such a manner as not to cause any unnecessary delay to other work. Disturbance of existing systems on TheBus shall be minimized to the extent possible.

1.6 Limit on Vehicles Out of Service

The Contractor shall not exceed five (5) vehicles removed from service at any one time during the Contract. This limit includes vehicles that are not available for revenue service due to Contractor activities required by this Contract. The City and OTS reserves the right to revise this number, as their operations and maintenance require.

1.7 Major Deployment Steps and Schedule

The MVSS shall be designed, installed, tested, and approved prior to the completion date specified in Section 1.2 Objective. All phases of the design, installation, testing, and cutover shall be fully coordinated with TheBus. The Contractor is required to provide a detailed schedule and is encouraged to suggest ways to expedite the schedule.

2 PROJECT MANAGEMENT

The Contractor shall ensure that this contract is effectively and efficiently managed to the mutual benefit of the Contractor and the City. The Contractor shall employ, as necessary, the personnel, personnel hours, tools, and systems to manage and deliver the project.

2.1 Project Management Scope

The project management scope shall enable the City to ascertain, with a high degree of confidence, the status of execution of the contract. The system and processes employed shall be sufficiently detailed and inclusive to enable the City to actively monitor project tasks.

The City and OTS considers an effective project management program to be capable of identifying and addressing program issues at the earliest opportunity in order to minimize or eliminate Change Orders and changes to the project plan or schedule. It is therefore incumbent upon the Contractor to have an established and fully effective project management program in place at the initiation of the contract.

2.2 Program Requirements

2.2.1 Contractor Project Manager

The Contractor shall establish a Project Manager who shall be responsive to the needs of the City as required by the contract. The Project Manager shall ensure that the project tasks are completed on time and within budget. The Project Manager shall coordinate design and engineering activities. The Project Manager shall keep the City fully informed of the status of the project, and shall promptly, and regularly notify the City of any problems or difficulties that may affect the timely or effective completion of the task, milestone, or project. The Project Manager shall be responsible for support provided by personnel or groups outside the project team, during the period of performance for this Contract. The Project Manager shall have full authority to assign task priority as required to meet the requirements of the project.

The Project Manager shall be competent and fully qualified in all aspects of mobile video surveillance systems in a public transportation environment, the project, and the contract. The City shall have the right to request removal of Contractor Project Manager.

2.2.2 Project Schedule

The Contractor shall develop, within thirty (30) days after the Post Award Conference, a final schedule of all milestone and principal tasks coincident with the required schedules of design, approval, manufacture, delivery, installation, and implementation of the project. The project schedule shall include tasks assigned to the Contractor and the City, and shall take into account discussions at the Post Award Conference on the draft schedule previously submitted (CDRL 101, "Preliminary Schedule"). The schedule shall be updated and submitted for approval at least monthly.

2.2.3 Submittals

The Contractor shall establish methods, procedures, and controls to identify, track, and record the status and completion of all required submittals. The Contractor shall maintain the schedule and status of all required submittals, which shall minimally contain the following information:

- Contract Data Requirements List (CDRL) number and suffixes
- Brief title
- Scheduled submittal date
- Actual submittal date and correspondence identification number
- Action taken by TheBus and correspondence identification number

All submittals under each CDRL shall be shown. The report shall be updated and submitted not less than every 30 days or as required upon request by the City. In the course of the project, additional submittals or action items may be identified according to the responsibility of the Contractor and/or the City. The Contractor shall maintain a record of such submittals and action items and submit it to the City monthly, showing the status of all submittals and action items, and persons/organizations responsible (CDRL 102, "Submittal Record"). See Appendix A for the CDRLs required.

2.3 Project Meetings

The Contractor shall participate in various project meetings throughout the performance of this contract as outlined in this section. Unless otherwise approved by the City, all project meetings will be held at Kalihi Bus Facility, unless otherwise specified, made available and provided by OTS. The Contractor will make every effort to cooperate in the scheduling of meetings and shall provide the required information for the following meetings in a timely manner:

- Post Award Conference
- Project Status Meetings
- Design Review Meetings (see Section 3.2, Design Reviews)

Agendas and notices for meetings will be prepared and mailed out the Friday prior to Tuesday meetings by the City/OTS. The Contractor must receive input for the agenda at least five (5) business days prior to the meeting. Distribution will occur not less than five (5) business days in advance of each meeting date. Minutes of meetings will be maintained by the Contractor with a copy provided to the City and OTS.

2.3.1 Post-Award Conference

A Post-Award Conference will be scheduled and conducted by the City/OTS within ten days after Notice to Proceed. The purpose of the conference is to introduce attendees, to establish lines of communication, and to ensure that the Contractor understands requirements of the

Contract. This conference will be chaired and conducted by the City/OTS Project Managers. Additional representatives of responsibility for issues of safety, quality assurance, equal employment opportunity, and community relations and such others as the City deems appropriate may attend. The Contractor's Project Manager and key staff shall attend this meeting. Other Contractor personnel shall be made available by phone as required.

Prior to the meeting, the Contractor shall provide the following:

- A list of all Contractor attendees
- Preliminary Project schedule (CDRL 101)
- Insurance certificates (CDRL 103)
- A signed Contract Form

2.3.2 Project Status Meetings

The Contractor will participate in monthly Project Status (Progress) Meetings, which may be scheduled or called, as the City deems necessary to ascertain that work is progressing within schedule and in accordance with requirements of the Contract. Progress meetings may be conducted via conference call at the City's discretion. Attendees shall be representatives of the Contractor, the City, and the City contractor (OTS) as required to support the agenda.

The Contractor will participate in Implementation and Equipment Installation Project Meetings, which may be scheduled or called, as the City deems necessary to review project implementation and equipment installation tasks. It is anticipated that these meetings shall begin after Final Design Review and will be scheduled as necessary to support implementation and installation task activities.

2.4 Status Reporting

The Contractor shall provide monthly status reports to the City (CDRL 105, "Monthly Progress Report"). The monthly status reports shall include a report on the percent complete of the project task vs. the percent expended on the task budget. The final format of the status reports, which aggregates the inputs from all parties, shall be agreed between the City and Contractor, immediately after award of the Contract.

3 DESIGN AND CONFIGURATION CONTROL

The Contractor shall participate in Preliminary and Final Design Review meetings, which shall be chaired and conducted by the City, with the specific objective to review and approve the Contractor's presentation of the preliminary system and final design. Additional meetings shall be scheduled and conducted as necessary to complete the deliverable tasks designated by the Preliminary Design Review (PDR) and Final Design Review (FDR). Design Review meetings will be at City designated locations and shall be attended by Contractor, TheBus and City personnel as necessary to complete the agenda.

Design Review meetings shall be conducted to evaluate the technical adequacy of the design and the compatibility with the performance requirements of the Contract. The Contractor shall provide the City with documentation and notice of design milestones in accordance with the project requirements and schedule. The documentation shall provide the City with adequate detail to become familiar with the design status existing at the time of the scheduled review. The Contractor shall present a documentation summary and supplementary information upon request, during the design review meetings. Design review meetings are intended to serve as a technical review of Contractor progress toward meeting Contract requirements. At the completion of the review, the status of the review will be presented in the form of a statement of action items and schedule of accomplishment necessary to obtain concurrence with the City on the program's technical progress.

3.1 System Configuration Management

The Contractor shall establish a formal Configuration Management process for the City to handle all system changes. These changes shall include any of the following:

- *Fixes*: corrections of malfunctions ("bugs") that are required in order to meet performance and functional requirements as specified in the Specification
- *Updates*: new software releases provided by the Contractor, whether for application software, operating system software, or third-party software
- *Enhancements*: changes that provide improvement in the operation
- *Modifications*: changes necessitated by program changes
- *Upgrades*: augmentation and/or replacement of any system hardware
- *Documentation revisions*: updates to instructional documents or users' guides to reflect modifications to any existing software or other changes to systems' functionality.

The Configuration Management process shall include a strict testing procedure to be followed before any system change is implemented in production. This testing procedure shall include reporting of results and acceptance of test results to verify successful completion before implementation.

The Configuration Management process shall include a plan for implementing on a scheduled basis as appropriate (e.g., monthly) system changes that incorporate all categories explained above. This process shall include a means by which all system changes are prioritized and

scheduled for these regular releases. This process shall also include provisions for more frequent interim releases.

3.2 Design Reviews

Formal design reviews shall be conducted to evaluate the progress and technical, functional and programmatic adequacy of the design in accordance with the performance requirements of the Contract. In addition to formal design reviews, informal meetings to address key issues shall be held as needed. Prior to each review, a design review package shall be submitted that includes CDRs and other items required for the review (see Appendix A). Design review packages shall be provided at least 14 days before a design review meeting.

Design reviews shall consist of the following key activities:

- The City and OTS staff will review the design review package.
- An Issues List will be created because of the review and will be provided to the Contractor at least five days prior to the scheduled design review meeting.
- The design review meeting, or series of meetings, will be held between Contractor, City and OTS staff where the Contractor shall explain their design and the Operators confirm the requirements. When possible, issues will be resolved during the design review meetings.
- Issues not resolved during the meetings will be identified and documented. The City will determine the appropriate action to close the issue, considering where the project is in the overall design review process. This may require resubmission of design review items.
- The submittal will be approved, upon the City determination that there are no open issues.

The Contractor shall conduct the following two formal design reviews. Successful completion of each review is required before beginning the next stage.

3.2.1 Preliminary Design Review (PDR)

The objectives of the PDR shall be to familiarize the City with the Contractor's intended design and procurement activities, resolve external interfaces, determine any base station site deficiencies to be corrected by the City, evaluate specification compliance of the completed work and/or work in progress, and provide the basis for proceeding to FDR. The PDR shall represent approximately 75% completion of the total engineering and organizational design. The PDR shall cover the following:

- Schedule compliance review and discussion of variances or delays.
- Confirm Contractor's management team and the scope of work for each subcontractor.
- Provide a functional block diagram of the system and equipment.

- Provide all PDR items indicated in Appendix A.
- Provide narrative descriptions of the major subsystems proposed by Contractor, including identification of components supplied by subcontractors for each equipment type.
- Provide preliminary device layouts.
- Identify all interfaces between the major subsystems, provide a schedule, and identify responsibilities for completion of detailed definition of the interfaces.
- Confirm that the Contractor is familiar with the intended operations and maintenance environment.
- Provide physical dimensions of each equipment type.
- Identify power and other facility requirements for each equipment type.
- Identify information needs and decisions required from the City and Operators.
- Provide description of problem tracking, resolution and reporting process.
- Detailed technical descriptions of major components.
- Detailed interface descriptions, including mounting arrangements and installation methods.
- Communications interfaces.
- List of special tools and Diagnostic & Test Equipment (DTE) for each device.
- Description of operational and physical compatibility with the existing equipment and equipment installations.
- Software version and configuration control system.

Contractor is encouraged to categorize the PDR information into logical topics. The PDR may be conducted as a series of meetings in locations relevant to the topics of discussion. Ideally, the formal PDR meetings should be limited to confirmation of previously reviewed, commented on, and approved-in-principle submittals and resolution of open items. Ten (10) copies of the specific submittals shall be provided prior to PDR (CDRL 106, "Preliminary Design Review Package").

3.2.2 Final Design Review (FDR)

The FDR shall be conducted when detailed design is complete and installation drawings are ready for release. The objective of the FDR is to determine whether the detailed design will satisfy the design requirements established in the Contract. Data submitted for the PDR shall be updated to a level of detail consistent with the completed design, and submitted for the FDR.

The FDR shall cover the following:

- Schedule compliance review and discussion of variances or delays.
- Provide all FDR Items indicated in Appendix A CDRL List.
- Latest revisions of the documentation submitted for the PDR.
- Shut-down and start-up sequences.
- Demonstrate compatibility with existing equipment and software.
- Assembly drawings down to the lowest replacement unit level.
- Electrical schematic drawings, down to the individual signal or wire level, for each electrical circuit.
- Flow charts or structure charts that give an overview of the processor software.
- Software documentation.
- Diagnostic and error handling routines.
- Final Engineering Drawings.

Ten (10) copies of the specific submittals shall be provided prior to FDR (CDRL 107, "Final Design Review Package").

3.3 Design Baseline

For the purposes of change control, the design baseline for all elements shall be established at the FDR. Contractor shall submit changes beyond FDR that affect the agreed design characteristics to the City for approval.

3.4 Open Architecture and Expandability

The system shall be configured with open architecture principals, complying with applicable standards and allowing subsequent addition of functionality without recourse to the original Contractor's services for modification of software or hardware. Sufficient documentation shall be provided to allow successor vendors to provide such additional functionality as may be desired during the lifetime of the system. Proposals should discuss the Contractor's approach to complying with this requirement.

This specification is intended to provide a system that can be expanded to incorporate new features as they become available, or linked to other systems to create a more powerful whole. This specification relies on a number of principles to achieve this expandability, including open architecture standards, excess processing capability, excess bandwidth, use of openly available standards, etc. Proposers are requested to demonstrate in proposals ways in which their proposed systems meet and/or exceed the desire for a system that can grow over time to meet new needs. In addition, to the extent possible, Proposers are not to submit

components of the MVSS that are proprietary. A list of propriety components shall be provided with an explanation of why the component is proposed to be used for the MVSS.

4 MOBILE VIDEO SURVEILLANCE SYSTEM REQUIREMENTS

4.1 General Requirements

This Section describes the requirements for the MVSS and related equipment that shall provide video surveillance security for "The Bus" service routes. In general, the information and requirements in this section are for the mobile and fixed-end MVSS equipment. This section describes a conceptual system design that an engineering study has determined to be practical, based on commonly accepted engineering principles, and that should provide the required system performance.

It is the intent of The City to implement a Mobile Video Surveillance System infrastructure that includes the latest proven technology and that meets the specified requirements for performance. Proposers are permitted to submit other alternatives if it can be shown that an alternative provides equivalent or superior functionality at the same or lower overall cost. Proposers must clearly identify in their proposal any deviations from this specification.

The Contractor shall provide new, high quality, modern, equipment that is designed, manufactured, and installed for public transit service. This requires attention to ergonomics, high reliability, vandal resistance, performance under adverse conditions, and low maintenance.

The following are general system requirements:

- The overall system, equipment, engineering, construction, and installation shall meet the highest current standards for operation in public-transit service.
- All equipment and material furnished shall meet or exceed all the requirements of this Specification and of the manufacturer's specifications, unless the City waives compliance. Acceptance of the equipment or material shall not constitute waiver of this requirement.
- Equipment shall comply with all applicable standards for public transit communications systems. Equipment shall operate without becoming a hazard to bus personnel, passengers or the public.
- Components shall operate within the manufacturer's specified limits under all reasonably expected operational conditions. Components shall be built in accordance with best commercial practice.
- All equipment, components, assemblies and materials shall be new and unused, of the manufacturer's latest design, of current manufacture, the best of its respective kinds, and without defects in operation or appearance.
- All equipment shall be equipped with lightning and surge protection, as appropriate, and shall be properly grounded.
- All equipment supplied shall be equipped with adequate fuses and/or circuit breakers, with time delay as applicable.

- All equipment shall be adequately protected from common vandalism and shall be identified by a serial number and/or part number which is permanently and legibly affixed to the equipment.
- The system shall meet all applicable SAE J1455 standards for temperature, vibration, shock and humidity.
- The system shall include a battery backup sized sufficiently to power the MVSS long enough for the system to properly save all files and shut down after a loss of power from the bus battery.
- All MVSS equipment shall be adequately mounted and grounded.

4.2 MVSS Performance Requirements

The Contractor shall design, furnish, and install all necessary system controllers, software, and all other devices and equipment required to completely implement the MVSS described in this specification, and to fully comply with the system performance requirements shown in this Section.

This Section includes the system performance requirements for a new MVSS for TheBus. The acceptance test procedures required to demonstrate compliance with the performance requirements are defined in this section (Section 4) and Section 7 – Testing and Acceptance.

4.2.1 References and Standards

Without limiting the generality of other requirements of this Specification, all work specified herein, and the performance of all products and systems specified herein, shall conform to or exceed the applicable requirements of the referenced Standards; provided, that wherever the provisions of said publications are in conflict with the requirements specified herein, the more stringent requirements shall apply unless they are in conflict with the equipment manufacturer's written recommendations. Work shall comply with Codes and Standards of good practice issued by the following organizations:

- NFPA, specifically the NEC 70 (National Electrical Code).
- Society of Automotive Engineers International (SAE) applicable standards.
- TIA/EIA standards and specifications.
- National Electric Manufacturers Association (NEMA).
- Underwriters Laboratories (UL).
- American National Standards Institute (ANSI).
- Institute of Electrical and Electronics Engineers (IEEE).
- International Organization for Standardization (ISO).

- Building Industry Consulting Standards Institute (BICSI).
- Occupational Safety Health Administration (OSHA) Standard.
- OSHA Standards, 29 CFR, Part 1910.

In addition, the MVSS shall comply with the Oahu Regional ITS Architecture (ORITSA) developed by the Oahu Metropolitan Planning Organization (OahuMPO). This ITS plan along with the National ITS standards shall be followed for the new MVSS to enable the system to be more easily integrated with other Oahu Intelligent Transportation Systems.

4.3 MVSS Scope Of Work

The Contractor shall supply a complete, operating MVSS with all hardware, software, and services necessary to accomplish the design, production, installation, testing, documentation, training, and startup of the complete system. The MVSS equipment supplied under this Specification shall be used to meet the functional and performance requirements of the City.

The Contractor shall design, furnish, and install all necessary CCTV equipment, control center equipment, interconnecting cabling, equipment racks, cabinets, housings, trays, uninterruptible power supplies, power distribution units, mounting brackets and fasteners, Ethernet LAN/WAN equipment, wireless equipment, software, and other devices to completely implement the MVSS described in this specification.

The MVSS is used to record video locally on the buses, which can then be retrieved from Central Control and/or other location. The MVSS will be comprised of the following elements:

- Onboard Surveillance System, including the following:
 - Mobile Digital Video Recorders (MDVR) including accessories (GPS, wireless bridge, G-force meter, integrated mapping, audio microphone).
 - Cameras.
 - Mounting structures, wiring and enclosures.
- Central Control System – a computer system located at the Kalihi Bus Facility, including a control server for storage of incident video, supervisory workstation, archiving and video reviewing software including automatic diagnostic tools, mounting structures, wiring and enclosures.
- Wireless Communication System.
- Live Viewing System

4.4 Onboard Surveillance System - General

- The Onboard System will record all video, audio, event and metadata information onto a Mobile Digital Video Recorder (MDVR) on each bus continuously while the bus is powered on and for a user configurable after the bus is turned off. Metadata information includes GPS, tagged events for retrieval, and priced optional information

such as G-force, turning signal, brake operation, flashers, radio dispatch, wheelchair lift operation, headlights, door actuation, speed and passenger stop requests. The system shall be supplied with a wireless communication system which shall provide data exchange between onboard and central control components, including but not limited to surveillance video, audio, commands, configuration data, status messages, and alarms.

4.5 Central Control System (CCS) - General

A Central Control System (CCS) shall be designed to provide for the control of downloading video to a central server and viewing of the video surveillance system from operator workstations. The CCS will include all hardware and software required for the MVSS central control system. These include all non-vehicle based workstations, laptops, servers, and wireless hardware, including operating system and application software. Included in the Central Control System will be the 802.11 WLAN infrastructure in the bus facilities/yards. The City has two main (2) bus facilities which currently have 802.11 wireless Access Points (AP) installed which may be used for the MVSS if the existing bandwidth is adequate. The Contractor will be responsible for all workstations, servers and network hardware (including 802.11 WLAN APs at the facilities) and associated software installed as part of the Central Control System to meet the requirements specified.

4.6 Phased Implementation

The MVSS project will be completed in phases. The "Base System" or "Phase 1" shall include a minimum of 49 of the newest buses, and a Central Control Subsystem to support this initial Base System.

Future phases of the project will allow the City to procure additional MVSS "Optional Systems". The number of buses included in each phase will be determined by the available funding and the pricing from the selected Contractor. The schedule for Phase 2 and beyond is undetermined at this time, and the City reserves the right to stop and evaluate future phases after Phase 1 or after any subsequent phases.

4.7 Onboard Surveillance System

This section provides detailed specifications for the Onboard Surveillance System. All equipment provided for the system shall be new. Two configurations of bus equipment are anticipated for the first phase of work. These two are:

- Six (6) Camera Bus Configuration: These are the 40' buses.
- Eight (8) Camera Bus Configuration: These are the 60' articulated buses.

For additional phases of work, other types of buses such as the paratransit buses will need to be considered by the Contractor and overall camera configuration approved by the City. All equipment installed for any bus camera configuration shall be compatible. Including, but not limited to, removable storage, software and firmware. All requirements in this Scope of Work will apply to all bus configurations unless noted otherwise.

4.7.1 Mobile Digital Video Recorders (MDVRs)

Each bus shall have one (1) Mobile Digital Video Recorder (MDVR) device installed. The MDVRs, as a minimum, should meet the following requirements:

- Specifically designed for use in public transit applications.
- Environmentally durable and configurable for climate, shock, and vibration. Meets SAE J1455 for vibration and shock protection.
- Each bus shall be installed with the same make and model MDVR.
- Capable of recording video input from dual mode cameras for daytime and nighttime operation.
- Frame Rate: adjustable from 1 to 30 fps on each camera with a total (combined) frame rate of 120 fps per bus.
- Resolution: adjustable from QCIF to 4CIF, with a minimum of three quality compression settings.
- The frame rate and resolution settings shall be capable of being configured independently for each MDVR camera input.
- In normal recording mode (non-event), cameras shall be recorded at 10 fps and CIF resolution. For event recording mode, camera frame rate shall be increased to 15 fps and resolution increased to 4CIF.
- The MDVR shall be capable of automatically recording all CCTV camera video and audio inputs simultaneously.
- The MDVR internal clock shall operate independently of the main power supply and shall have a minimum of five (5) years operational lifetime. The required minimum operational lifetime for this clock shall be five (5) years. Clock drift shall be no more than one (1) minute per six months. This clock shall automatically adjust for every leap year and daylight savings time change without the need for additional software or external intervention. Synchronization with the GPS time on the bus shall be provided.
- Be integrated with the bus electrical data system that is integrated and in compliance with SAE J1939.
- The MDVR shall provide a minimum of the following input/output ports:
 - 8 video channels
 - 2 audio input ports.
 - 1 Ethernet port.
 - 1 Highspeed USB port.

- Discrete event input ports.
- 1 port for GPS input.
- 1 port for connection to a laptop for MDVR configuration, video review and video uploads.
- 1 port for connection to the 802.11 WLAN, unless this capability is built into the MDVR.
- Ability to connect to an Ethernet based Vehicle Area Network (J1708 or J1939 preferred) for the collection of other metadata off the vehicle.
- Other Metadata (Additive Alternate): The MDVR shall provide an interface for collection of the following data:
 - G-force
 - Ignition
 - Brake operation
 - Turn signals
 - Vehicle speed (the method of collecting speed is preferred through the bus transmission rather than from available GPS data)
 - Headlights
 - Door actuation
 - Wheelchair lift operation
 - Passenger stop requests
 - Flashers
 - Destination sign information
 - Accelerator operation
- Recording Time: 30 days with all cameras at 10 fps and at least 356x240 resolution and good image quality for non-event or normal recording. The 30 days of recording time shall include storage of all metadata information collected with the video. The Contractor shall submit information that shows their proposed system meets or exceeds this requirement (Any proposed system that is shown to exceed the minimum requirements for frame-rate or video quality must meet the storage requirements to accommodate larger video files).
- Video Format: Adjustable between NTSC and PAL.
- No operator intervention required to activate the system.

- An embedded operating system, independent of the removable hard drive(s) such that removal of the hard drive(s) used for the 30 days of storage shall not affect the parameters configured for the onboard system.
- Driver event button that will mark the video for finding the event later. Other event inputs shall also be provided to tag event video as described in these specifications.
- Power switch and timer to allow recording and data downloads for up to 45 minutes after the bus engine is shutoff, configurable in increments of one minute. The default shutdown time will initially be 20 minutes.
- Provide power conditioning equipment to eliminate power surges and spikes, or the ability for equipment to safely handle unconditioned power.
- All configuration settings for the MDVR shall be stored in non-corruptible memory on the MDVR such that a loss of power or removal of the hard drive will not affect configuration settings.
- High reliability to achieve the mean time between failures (10,000 hours MTBF) required for operation of each on-board system.
- Have an authentication algorithm creating date & time stamp (watermark) on each frame of video.
- Log and time-stamp the removal or insertion of removable media.
- Secure, locked enclosure with controlled keys.
- Protected from moisture and corrosion.
- Interface with the following information to retrieve the images:
 - Date & time frame.
 - GPS location.
 - Route ID.
 - Driver ID.
 - Bus Number.
- The MDVR shall be integrated with either a Contractor provided GPS receiver or the existing GPS receiver for logging metadata such as latitude and longitude, and to provide non-proprietary map-based video playback capability.
- Digitally synchronized audio and video.
- The MDVR shall have a minimum rating of IP65.

- The MDVR shall perform self-diagnostics to monitor the health of the integrated system and indicate if a system fault or predefined anomaly has occurred. These conditions shall include, but not be limited to, detected failures of a hard drive, camera, microphone, MDVR, or GPS.
- Mounted in a location that provides convenient access for installing or removing hard drives and removable media, as well as connecting a laptop or PC for viewing video.
- Mounted in a location that is rigid, low in vibration and allows air flow.
- Should not be mounted in a location near heaters/heat ducts or direct sunlight.
- The MDVR shall provide integration to the on board 802.11 WLAN provided by the Contractor or integrated with the existing 802.11 WLAN.
- The MDVR shall have the ability to review all video and other data stored on the MDVR through the following three methods: removal of the hard drive and review at a Central Control workstation; through a laptop connected to the MDVR via the MDVR Ethernet port or USB; and through a laptop connected to the MDVR via an 802.11 wireless link for future use.
- The MDVR shall utilize a secure video compression methodology. The methodology used shall be enforceable in a court of law. The preferred video storage compression method is MPEG-4.
- Provided with a minimum 1-year warranty.

4.7.1.1 Removable Hard Drive

Each bus MDVR shall contain a removable hard drive or multiple removable hard drives as required to meet storage capacity requirements with the following capabilities:

- The removable hard drive shall be shock resistant and shall be formatted to prevent alteration or tampering.
- The removable hard drive shall be secured within the MDVR enclosure by lock and removable key. External hard drives are not acceptable.
- Keys for locks on MDVR's for the removable hard drive shall be distinct from keys for enclosures or cabinets; however, locks for the removable hard drive shall be keyed alike across the fleet.
- The removable hard drive shall be "hot-swappable", with no data loss resulting from swapping media drives.
- Recorded video, audio and other data shall automatically be stored on the removable hard drive in a linear sequence with the newest data overwriting the oldest data (except for event data) without requiring defragmentation.
- The City desires a minimum of 30 days of video, audio, event and metadata to be stored on the removable hard drive, based on a 20 hour operating day, and

required frame rate and resolutions as described earlier in this section. The Contractor shall determine the required capacities for the MDVR removable hard drive on each bus type, taking into account the number of cameras and the camera settings.

- Tagged events shall be write-protected until they have been successfully uploaded to Central Control. Events shall be tagged through either the event button provided for the MVSS or through use of the existing alarm system on each bus.
- The MDVR shall be capable of automatically reporting to the Central Control System the percentage of onboard disk usage for write-protected tagged events not yet uploaded.
- The removable hard drive shall be independent of the configuration parameters for the MDVR, such that removal or replacement of a removable hard drive shall not affect the parameters configured for the MDVR.
- A rated Mean Time Between Failure (MTBF) of at least 25,000 hours.
- Contractor shall provide five (5) spare removable hard drives as part of the Base Bid.
- A solid state drive configuration, if available, shall be included as a priced option.

4.7.2 Audio Microphone

Each bus shall have one (1) microphone installed to provide audio recording functionality to cover the areas in proximity to the bus operator and farebox with the following capabilities:

- Capable of recording clearly audible passenger-operator voice communication over background noise in a typical transit vehicle operating environment.
- Audio recorded shall be digitally synchronized with video and other data and shall have the ability to be turned on or off with MDVR configuration settings.

4.7.3 GPS Receiver

There are two options available to the Contractor for providing a GPS receiver for the MVSS:

- The Contractor shall install one (1) GPS receiver for each bus for use by the MVSS.
- The Contractor may provide an interface to the existing GPS receiver on each bus. It will be the responsibility of the Contractor to coordinate this work with the appropriate GPS manufacturer and provide written assurances from the manufacturer that the interface to the MVSS will not affect any warranty or maintenance agreements in place between the City and the GPS manufacturer.

The GPS Receiver shall be a minimum 12 channel receiver and shall be used for time synchronization on the MDVR, collection of vehicle latitude/longitude data for storage as metadata and use in the map-based playback capability. Vehicle location computation lag time shall not exceed two seconds.

4.7.4 Cameras

Each bus shall contain either six (6) cameras (for 40' buses) or eight (8) cameras (for 60' articulated buses). Cameras should meet the following requirements:

- Rated for dual mode color/B&W, day/night use.
- Pixel Array: 768 (H) x 494 (V)
- White Balance: Automatic
- Lens should be of a heavy duty commercial grade fixed varifocal, auto-iris lens, allowing for optimum focal distance and field of vision.
- Automatic Gain Control: Selectable On/Off
- Automatic Backlight Compensation: Selectable On/Off
- Signal Processing: Digital signal processing
- Input Voltage: 24 VAC or 12 VDC
- Operating Temperature: 14° to 122°F (-10° to +50°C)
- Operating Humidity: 5% to 90% relative humidity
- Power to each camera shall be provided from the MDVR and shall have internal synchronization.
- Cameras shall provide color images under daylight conditions.
- Cameras shall automatically switch from color to black and white for low light conditions, with operation down to at least 0.1 Lux. Camera providing coverage for front door and farebox area shall have infrared illumination with operation down to 0.0 Lux.
- Cameras shall meet the specified Image Quality Performance Criteria under all ambient lighting conditions of day and night operation, accounting for daytime sunshine, shadows, glare, twilight conditions, nighttime exterior conditions; and interior nighttime operations with and without interior coach lighting.
- Enclosure should be low-profile, lockable, vandal resistant, tamper resistant, shock resistant, dust resistant and water-resistant.
- Exterior camera enclosures shall meet IP66 standards for dust and water intrusion protection. Interior camera enclosures shall have a minimum rating of IP65. Anti-fog

lenses should be considered before heaters and blowers if required to keep the lens free of condensation.

- Camera enclosures should be installed with tamper resistant fasteners.
- Cameras shall be mounted in rigid areas with only small vibration, such as on the ceiling close to the bulkhead.
- Cameras shall be mounted in locations least susceptible to damage and/or vandalism.
- External cameras shall be mounted to withstand normal operation wear and tear such as tree branches and washes.
- Camera images shall be of sufficient quality to identify individuals beyond reasonable doubt to support prosecution of offenders. This includes identification of facial features, apparel and activity.

4.7.4.1 Camera Locations

Camera positions for the six (6) camera and eight (8) camera buses shall be according to the following general locations for both configurations:

- Forward facing camera with a view through the front windshield and with the ability to view the area covered by windshield wipers. Mounting of this camera shall be in a way such that it does not at any time interfere with the rear view mirror.
- Camera mounted to view front door and farebox area.
- Camera mounted near the front of bus facing towards the rear of the bus.
- External (outside) side view camera on curbside of bus, mounted between the front of the bus and the front door, facing towards the rear of the bus.
- Camera mounted in the center of the bus facing towards the rear of the bus.
- Camera mounted in the rear of the bus facing forward.
- Camera mounted to provide a view of the rear door and a portion of the rear seats.
- Optional camera mounted in the center of the bus facing towards the rear of the bus.

In addition to the above, the eight camera bus configurations for the articulated buses shall have cameras located in the following general locations:

- Mounted near the center of the bus facing towards the front of the bus.

- Camera mounted to provide a view of the middle door and a portion of the seats near the door.

Camera quantities, locations, focal length, and angle of view shall be subject to final approval from the City.

4.7.5 G-Force/Inertial Sensor (Additive Alternate)

As a separately priced option, each bus shall have one (1) G-Force Sensor installed to provide the following:

- The G-Force Sensor shall support a minimum of two (2) directions (x, y) and shall be configurable between a range of $\pm 1g$ to $\pm 6g$. The sensor shall generate an output signal proportional to the G-forces on the vehicle.
- The G-Force Sensor shall be used to automatically tag event video on the MDVR when the configured setting is equaled or exceeded in the horizontal plane (forwards, backwards, and lateral).
- As a default setting, a total of 10 minutes of video, audio and metadata shall be collected and write-protected with this event (5 minutes before and 5 minutes after), but this pre-event and post-event time period shall be user configurable.
- The G-Force sensor shall trigger a change in the frame rate and resolution being recorded on the MDVR as described previously in this specification.
- G-Force sensors shall be configured and mounted appropriately, and shall be subject to approval by the City.

4.7.6 Other Metadata (Additive Alternate)

As a separately priced option, each bus shall be configured for collection of the following metadata:

- Ignition, brake operation, turn signals, vehicle speed (collected from the vehicle, not through the GPS interface), headlights, door actuation, wheelchair lift operation, radio dispatch, passenger stop requests and flashers.
- Metadata shall be collected through the J-Bus (J1708 or J1939) or direct sensor interface.
- All metadata shall be synchronized with the video and shall be stored on the removable hard drive.

4.8 Central Control System (CCS)

This section provides requirements for components of the Central Control System, which the contractor shall provide, including a Supervisory Workstation, Central Control MVSS

Server, Docking Station, System Software and other equipment (e.g. racks) required to provide a fully functional and operational system.

4.8.1 Supervisory Workstation

The Contractor shall determine Supervisory Workstation specifications based upon system requirements and the City network and IT standards. The Supervisory Workstation shall meet the following general requirements:

- Provided with MVSS application software for performing all supervisory/administrative functions.
- Contractor shall setup and configure the workstation for the required system options described in these specifications.

4.8.2 Docking Station

The Contractor shall provide three (3) docking stations (or equivalent) as part of the Base System for the City to review surveillance data from the removable hard drive while at Central Control. Each docking station shall connect to a Central Control workstation or laptop via a USB or Ethernet connection.

4.8.3 Central Control MVSS Server

The Contractor shall determine the minimum and recommended server hardware requirements, subject to City approval, for the operation of the MVSS Server system and application software with an initial requirement for server hardware and software sized to be sufficient for a fleet two-hundred (200%) of the current fleet size. The recommended requirements shall be sufficient for system expansion and any software upgrades to support the fleet-wide deployment of the MVSS, as well as backup storage required for long-term archiving of the video system. If the Central Control MVSS Server requires more than one server, the Contractor shall provide a network diagram clearly indicating the planned quantity, configuration and location of all of the servers. The Central Control MVSS Server shall meet the following requirements:

- Authentication onto the network shall be through a RADIUS client server relationship.
- Support all temporary and permanent video storage functions. Sufficient storage space as determined by the Contractor based on the Data Volume assumption described in section 4.10.4.1.
- The Central Control MVSS Server shall contain data from all event and requested video, audio and metadata, all health check/status information and any other data exported from the MVSS Software that the user desires to be stored.
- A router/firewall to support controlled access to the server from selected workstations and authorized individuals.

- Equipped with high security access software.
- Provided with complete accounting functions of all authorized and unauthorized access.
- Provided with secure and encrypted backup device for system restoration.
- An uninterruptible power supply shall be provided.

4.8.4 Central Control System Software

The Contractor shall provide and install all Central Control software necessary to provide a complete, functioning MVSS meeting the following requirements:

- Software shall be user friendly for purposes of searching, playback, exporting, uploading video data, system maintenance and configuration.
- Playback of stored video shall include the video images, audio, an integrated non-proprietary map based upon latitude and longitude data, and all associated metadata. Playback of video and associated data shall have the capability to view synchronized camera views from multiple cameras within the same bus. Options for playback shall include the ability to range from viewing a single camera with the maximum available screen space, through all cameras in a tiled format.
- Users shall have the ability to playback video, audio and metadata as a normal navigable timeline, with functions available to specify: playback speed, viewing frame by frame images, viewing in reverse, pause/freeze frame, and zoom.
- The software shall provide the capability to search video by bus number, date and time of day, and event types from tagged video. Search functionality shall be scalable as the volume of video data increases. Search functions shall apply to both uploaded video and video that is on MDVRs within range of the wireless system.
- The software shall have the ability to automatically upload event and requested/scheduled video, audio and metadata from the bus, when the bus is within range of the wireless system.
- The software shall have automatic diagnostics with the ability to set up "health checks" that will notify the City if there is a failure of one or more components of the MVSS on a bus. History of "health checks" shall be stored and available for later review.
- System issues determined from "health checks" shall be viewable by bus number.
- Automatic diagnostic functions shall include the ability to configure automatic e-mail notification to multiple e-mail addresses.

- The software shall have the ability to provide automatic downloads of new MDVR software, firmware and configuration settings from Central Control to one bus, a group of selected buses, or all buses without requiring the removal of the MDVR or other components from the vehicle.

4.9 Live Viewing System

The City is interested in the future capability for Police or transit personnel to upload and view live video from a laptop that is within range of the wireless system of a bus. In addition, the City is interested in the future capability for personnel to view upload and view live video from Central Control. The live viewing system shall include the ability for remote tagging of events by Police or supervisory personnel. The Contractor's live viewing system solution shall include all hardware and software to be installed.

The City MVSS "Base System" will include one (1) bus with the live viewing system. Depending on funding, success and usefulness of the live viewing system, the City may expand the system on additional vehicles. Contractors which have this capability at this time should include a brief description of the where this capability has been installed and tested as well as a description of the third party communications system supported.

4.10 Wireless Communication System and Network Requirements

A Wireless Communication System shall be provided by the Contractor to provide the primary interface between the on board video surveillance system and Central Control.

4.10.1 General

This section describes the requirements for the IEEE 802.11a/b/g/n Wireless Communication Systems provided by the Contractor and all related equipment that shall provide wireless communications for the MVSS. The scope of work will include providing a wireless network that complies with IEEE 802.11a/b/g/n standards on board all buses that will be used to transfer stored video images from the MVSS. The new antennas shall be installed and configured so as not to interfere with the existing bus systems.

The following are a list of the requirements associated with the 802.11 Wireless Communication System:

- The 802.11 wireless equipment shall support 802.11a, 802.11b, 802.11g, 802.11n or be integrated with the existing 802.11 wireless network if the Contractor proves through testing that this existing system provides adequate bandwidth for future growth of the MVSS on the entire bus fleet.
- The 802.11 wireless system shall support automatic (for tagged events) or requested/scheduled uploads of video, audio and metadata to Central Control upon return of the bus to either of the two bus facilities equipped with the wireless system.
- The 802.11 wireless system shall support automatic uploads of diagnostics data from the bus to Central Control upon return of the bus to either of the two bus

facilities equipped with the wireless system. The system shall also provide automatic downloads of new MDVR software, firmware, and configuration settings from Central Control.

- The 802.11 bus wireless antenna shall be mounted on the roof of the bus. The Contractor shall ensure the antenna mount is sealed to remove the possibility of water leakage. The antenna shall be an adequate distance from other antennas on the roof to eliminate any potential interference issues. Dual mode antennas are allowed for the 802.11 wireless system and GPS receiver.
- The Contractor shall be responsible for properly locating and installing all wireless equipment, including mounting, power, cabling, and termination.

4.10.2 Wireless Equipment Specifications

The wireless equipment provided under this specification shall be IEEE 802.11a/b/g/n compliant. This equipment shall be powered from the bus battery system and shall be set up such that it remains on for 20 minutes with the other on board MVSS equipment after the bus has shut down. This time period shall be adjustable from 0 to 45 minutes, so that the City may adjust this in the future.

As a minimum, the wireless networking equipment shall comply with the following:

- HTTPS remote management protocol.
- IEEE 802.11a, 802.11b, 802.11g, or 802.11n protocols.
- IEEE 802.3 and 802.3u protocols.
- Interface for an external antenna.
- 12VDC power.
- WPA2 Enterprise security functions.
- MAC address and IP address filter.
- Rogue AP detection.
- Minimum of 25,000 hours MTBF.

The wireless equipment shall be mounted in a secure location that is not accessible by bus patrons. The exact location and mounting arrangements shall be determined by the Contractor and coordinated with the City Project Manager.

4.10.3 802.11 Client CCTV Antennas

Antennas for IEEE 802.11 Client CCTVs shall be provided and installed by the Contractor. The antenna location and mounting arrangements shall be determined by the Contractor and coordinated with the City Project Manager. The antenna shall be specifically constructed for

use in an externally mounted transit type of environment. Care shall be taken to ensure that all holes in the exterior of the bus have been properly sealed and are water-tight. The antenna shall have a gain as determined and tested by the Contractor to provide bandwidth requirements of the MVSS. Hardware and installation shall conform to the overall requirements for reliable long-term performance. The low loss coaxial cable (Times Microwave LMR 400, or approved equivalent) from the MVSS wireless equipment to the antenna shall also be provided and installed by the Contractor.

4.10.4 Existing Network And Wireless Systems Interface

The City/OTS maintains a large network including radio and wireless systems in support of its bus operations. The Contractor shall provide a MVSS solution that is compatible with the City/OTS overall data network and WAN architecture, connectivity, and bandwidth parameters. The Contractor's design shall be reviewed by the City/OTS IT group and must comply with the City/OTS IT security policies and procedures.

4.10.4.1 Bandwidth and System Coverage Requirements

The wireless communication system shall provide a data transfer rate sufficient for the intended operations as described in these specifications. The Contractor shall provide a wireless system to support the uploading of data based on the following criteria:

- **Data Volume:** The wireless communication system shall be designed based upon the assumption that approximately five percent of buses will have requested video and two percent will have tagged event video on any given day. All buses will upload "health check" data once each day.
- **System coverage:** The Wireless Communication System shall be designed to provide wireless coverage at both the Kalihi and Pearl City Bus Facilities.
- The design of the system shall take into account peak effects, uneven distribution of buses, queued video upload requests, system configuration and diagnostics bandwidth usage, and interference with other systems.

4.10.5 Live Viewing Wireless System

Contractor provided solutions may require an additional wireless router or cellular modem on board the bus in order to provide a live viewing system for one (1) bus. If so, it is the responsibility of the Contractor to provide and install any such wireless router/modem and associated hardware/software.

4.11 MVSS Acceptance Test Plan

The Proposer shall include in the proposal submitted to the City a complete detailed description of the proposed MVSS Acceptance Test Plan that provides a verifiable and statistically valid means of confirming the MVSS requirements described above. The MVSS Acceptance Test Plan shall conform to the testing requirements defined in Section 7.

5 INSTALLATION

5.1 General

This section specifies the installation and installation requirements for the MVSS. The Contractor shall provide to the City all the necessary documentation (equipment space required, power requirements, special instructions, etc) as part of the preliminary and final design documents to facilitate the installation of the equipment by City personnel.

The Contractor must verify that the space required in the existing bus cabinets, Central Control server racks, and workstation space and power provided by the City is acceptable before proceeding. The Contractor shall perform all tasks associated with providing a complete, secure, fully functioning MVSS specified herein.

Plans for system installation work shall be submitted to the City. The Contractor shall be responsible for all installation requirements including building permit cost and approval if required by law, approvals, existing system configurations, and all other items that are required for a complete fully functioning MVSS described in these specifications.

Installation drawings for the MVSS shall be submitted to and approved by the City prior to commencement of the installation (CDRL 108 "Installation Plan"). The installation drawings should be based on the Contractor's own efforts to determine what will be required to achieve for the system. The Contractor's installation drawings will be a guide for installation, but if it is determined in the field that additional equipment is required, the Contractor shall be responsible to provide all additional equipment necessary to achieve the requirements specified. Any changes made in the field shall be shown on the As-Built drawing set.

5.2 Installation Requirements - General

The Contractor shall adhere to the following installation requirements:

- The System shall be in full operation and compliance with the requirements of the specification upon completion of the installation.
- The installation shall not interfere with the current bus systems.
- To avoid disruption to TheBus operation, the Contractor shall coordinate their portion of the installation schedule with OTS.
- Wiring shall be uniformly color coded or permanently marked. Cabling documentation shall reference the color coding or marking used.
- All cables, wiring, inter-connectors, switches, circuit breakers/fuses shall be heavy duty and specifically designed for their purposes. They shall meet all applicable industry standards.

- The Contractor shall provide and install all cable, mounting equipment and other associated materials necessary provide a complete installation.
- The Contractor shall submit cabling product information to the City for review and approval prior to installation.
- Whenever wires pass through openings in a solid surface, the Contractor shall install all appropriate bushings to protect the integrity of the wiring insulation.
- Contractor shall provide the City with at least three sets of any special tools required for removal or replacement of MVSS equipment.
- Contractor shall be responsible for all installation, configuration and testing of all initial software and software updates/upgrades/patches during installation, warranty or maintenance periods.
- There shall be no splices between devices or terminals.
- All wire sizes, cable types, and insulations shall be based on the current carrying capability, voltage drop, mechanical strength, temperature, and flexibility requirements. All communication and signal wires shall be selected to minimize signal loss.
- Wherever there is a possibility of interference, wiring shall be properly shielded. All terminals and connectors shall be properly crimped using crimping tools specifically designed for the purpose, and soldered or brazed and properly insulated with heat shrink tube. No butt connectors, wire nuts or crimp style connectors are allowed.
- Components installed on the roofs shall provide a good seal to prevent entrance of water and dirt into the building or covered area. They shall not cause interferences to existing antennae and other components on the roof.
- New components installed on existing masts shall not interfere with the operation of the existing antennas/equipment on the mast.
- The Contractor shall take care to avoid damage to any wiring and equipment. Any damage caused by the Contractor shall be repaired by the Contractor to the satisfaction of the City at no additional cost.

5.3 Equipment Installation

As necessary, all mounting shall be in a secure, robust, vandal-proof manner. The equipment shall be installed near any necessary junction boxes such that wiring or cabling can be easily pulled to the equipment locations. The equipment shall be installed to ensure safe and secure mounting, while providing for ease of removal or replacement. All rack mount equipment shall be installed using the proper rack mount hardware. All equipment shall be installed in a manner that will have minimal disruption to the current operations.

5.4 Modification Of Existing Facilities

It is incumbent upon the Contractor to inspect and document required changes in the existing facilities for the new equipment. All modifications to facilities required for installation shall be documented and submitted for approval at the Final Design Review. No work shall take place without approval. All work shall meet city, county and other applicable building codes. The Contractor shall be responsible to file any necessary permits or other paperwork to allow the work to proceed.

5.5 On Board Surveillance System Installation Requirements

On Board Surveillance System equipment shall meet the following installation standards and requirements:

- All equipment shall be installed in a way that allows easy access to the equipment for maintenance purposes, and be out of the way of the riding public and bus operator.
- To the extent possible, MVSS equipment shall be removable/replaceable as a single unit. If system components are embedded in the MDVR, then they shall be easily replaceable without having to replace the entire MDVR. Software updates shall also not require removal of any MVSS equipment.
- All connectors on back of equipment shall be hidden from the view of all non-authorized personnel. Cable shall be bundled and secured with nylon tie wraps following accepted cable management practices. Each cable end shall include an additional 18" service loop.
- On board MVSS equipment (other than cameras, microphone and antennas) shall be installed in a secure lockable cabinet. The majority of buses have existing lockable cabinets with sufficient space. If there are buses without cabinets, the Contractor shall provide sufficient cabinets to secure the MVSS equipment. Cabinets which are provided by the Contractor shall be keyed alike.
- Upon completion of the installation, the Contractor shall ensure that the bus is returned in the same condition as it was found prior to installation, based upon a pre-installation documented review of each bus.
- Connections shall be specifically designed for public transit applications. All wiring and connectors shall be installed in strict adherence to standard installation practices and to federal, state or local applicable codes.
- All MVSS equipment that requires mounting in the bus shall be properly secured with lock nuts and no sheet metal screws shall be allowed.
- The Contractor shall be responsible for the placement of new antennas on each bus, such that they do not cause interference with any existing equipment or systems.
- Cable supports, hangers, trays, and other fastenings shall adequately support their loads.

- Particular care shall be taken for cables installed through the articulated portion of a bus to include sufficient length and protection for safe movement of the cable in this area. A quick disconnect or other device shall be supplied near the knuckle for each articulated bus to enable knuckle replacement without the need to cut and splice wires.

5.6 Central Control Installation Requirements

The Contractor shall complete at Central Control the following general installation requirements:

- Provide and install one (1) Supervisory Control Workstation at the Kalihi Bus Facility.
- Perform initial software installation on the City designated workstations for administrator and user/review workstations.
- Provide a storage server within the existing IT Server Room and place inside a new lockable cabinet, in a location as approved by the City. Perform initial software installation on this server and integrate the MVSS into the existing City IT infrastructure.
- Provide and test wireless download systems at both Pearl City and Kalihi Bus Facilities.
- Provide and test a leased T1 service line between the Pearl City and Kalihi Bus Facilities.
- Perform all software configurations for workstations and servers at the City's direction.
- Verify and validate all required software installation configurations for workstations and servers.

6 RELIABILITY AND MAINTAINABILITY REQUIREMENTS

6.1 Reliability

The equipment provided under this contract shall have and meet Mean Time between Failure (MTBF) requirements as described in the specifications throughout the testing and the warranty period of the equipment.

In the event that devices in service do not meet the required MTBF, or if any single device experiences a failure rate greater than two failures per month at any time during revenue service, including the acceptance-testing period, the Contractor shall identify and implement remedial action within 7 days. Such action shall include, at no additional cost to the City, modification or replacement of the equipment and on-site services of an engineer or competent service technician.

In the event that any device or sub-module in service exhibits a systemic pattern of failures, the Contractor shall identify and implement remedial action within 7 days. Such action shall include, at no additional cost to the City, modification or replacement of the equipment and on-site services of an engineer or competent service technician.

6.2 Maintainability

The MVSS equipment shall be designed to be modular to minimize the Mean Time to Repair (MTTR). The maximum MTTR for each item of MVSS equipment, based on the diagnosis and field correction (or module swap out), including diagnostic time required, shall be no greater than 30 minutes.

All parts, components, modules, assemblies, and removable devices shall be interchangeable among equipment of the same type without the need to adjust either the module or equipment. The MVSS shall be designed to operate 20 hours a day, seven days a week. A failure on one item of MVSS equipment installed at a facility shall not affect the stand-alone operation of any other item of equipment.

6.3 Failure Review Team

A failure review team (FRT) shall be established to evaluate which failures are chargeable against the Contractor's reliability requirements. The FRT shall be comprised of, at a minimum, one member from the City or a designated City representative, one member from OTS staff and one member from the Contractor's staff. The number of Contractor representatives on the FRT shall not exceed the number of City representatives. Responsible parties within the FRT shall initially attempt to settle any disputes. The City Project Manager will make the final and binding decision on any disputes that remain unsettled by the FRT after a period of ten days. Under mutual agreement, the FRT will define additional chargeable and non-chargeable failures as required.

6.3.1 Chargeable Failures

A chargeable failure is any malfunction, which prevents the MVSS equipment from performing its designated function, or fails to meet its performance criteria. Chargeable failures apply when used and operated throughout testing and the life of the equipment under the environmental and operational conditions stated in these specifications and include:

- Verified failures, including intermittent failures, not otherwise excluded under non-chargeable failure types.
- Independent failures related to:
 - Equipment design.
 - Equipment manufacture.
 - Parts design.
 - Parts manufacture.
 - Software errors (If software errors are corrected and verified during the tests, such errors shall not be chargeable as equipment failures.).
 - Equipment installation.
 - Contractor furnished operating, maintenance or repair procedures, tools and equipment that cause equipment failure (If procedures are corrected and verified, such failures shall not be chargeable as equipment failures.).
- Chargeable Failures shall include, but are not limited to, the following examples:
 - Inoperable data or voice communications.
 - Loss of data.
 - Network operation failure.
 - Software anomalies and bugs.
 - Data storage and/or alarm transmission failure.
 - Authorization transmission failures.
 - Communications Failure.
 - Undesired shutdown of the unit, or inability to remotely contact the unit.
 - Data transmission failure.
 - Data storage failure.
 - Any failure of the system to fully complete data transfer.

6.3.2 Non-Chargeable Failure

A Non-Chargeable failure is a malfunction caused by a condition external to the equipment under test, which is neither a functional, environmental, nor a test requirement in this specification and is not expected to be encountered during normal and correct operation of the equipment in service. Non-chargeable failures shall include all failures outside the Contractor's control. Non-chargeable failures shall include the following:

- Accident or mishandling.
- Failure of test facility or test instrumentation.
- Equipment failures caused by externally applied stress conditions in excess of the approved specification requirements contained herein.
- Dependent failures occurring with the independent non-relevant failure that caused them.
- Failures caused by incorrect operating, maintenance or repair procedures performed by the City.
- Failures of expendable items having a specified life expectancy when operated beyond the defined replacement time of the item.

All other failures shall be considered relevant and chargeable unless determined to be Non-Chargeable by the failure review team.

6.4 Performance Measurement Methodology

Contractor shall provide a detailed plan that describes the methodology of capturing and processing the data to be used to measure reliability and maintainability (CDRL 109, "Performance Measurement Methodology"). This plan is subject to the City review and approval. Contractor may add equipment or increase system redundancy levels in order to meet or exceed reliability requirements, which is subject to the City approval. Such equipment shall be provided at no cost to the City and shall be owned by the City.

7 TESTING AND ACCEPTANCE

7.1 General

All the materials, work, components, sub-systems, and system processes constituting the MVSS shall be tested and combined individually to ensure they meet the Contract requirements and provide a properly functioning system. The work required by the Contractor under this section shall include all labor, materials, and support services required to completely inspect and test all hardware and software.

The overall objective of the testing process is to thoroughly test each component, device, subsystem and eventually the system as a whole, in a progressive manner, which allows faults to be identified, isolated, and rectified in the most cost and time-efficient manner. Each step in the testing ensures the relevant Contract requirements for the component(s) have been met prior to moving to the next level.

All tests and inspections shall be monitored by the City Project Manager and documented by the Contractor. All inspections and tests conducted shall require sign-off by the City Project Manager. Should any inspections or tests indicate that specific hardware, software, or documentation does not meet the Specification's requirements, the appropriate items shall be repaired, replaced, corrected, upgraded, or added by the Contractor as necessary to correct the noted deficiencies. After correction of a deficiency, all necessary retests shall be performed to verify the effectiveness of the corrective action.

The City's Project Manager shall be notified in writing at least fifteen (15) business days in advance of each test that the City personnel will be witnessing. All field-testing shall be coordinated with the City's Project Manager.

The Contractor shall submit a written report for each inspection and test, including copies of all inspection/test data for City approval. The Contractor shall submit testing and performance data at least on a monthly basis. All such reports are Contract deliverables, (CDRL 110, "Test Reports") unless specifically required under another CDRL. Test reports shall include all historical data, such as inspections and tests performed, failures, modifications and repairs, pertaining to the item or system tested. Upon completion of all tests for a particular test phase, the Contractor shall issue a separate request for City approval of that phase, providing a statement ensuring that the goals of that phase had been met, and listing each of the performed tests with the dates of performance and City approval for each test. All inspection and test results shall be retained for a period of no less than two years, during which the results shall be available for City review. The City reserves the right, at their discretion, to witness any or all inspections/tests, using City personnel and/or consultants and agents.

All Contractor personnel, including sub-contracted personnel, shall adhere to all City employee rules, regulations, and safety procedures while on City property and vehicles.

The City will perform inspections that include visual examination of hardware, cables, and equipment. Contractor documentation may also be examined to verify that it adequately identifies and describes all hardware and software.

The tests shall commence after the CCTV equipment is installed, tested and all final design RF and audio level adjustments are made at all applicable City sites.

7.2 Test Plans and Procedures

Contractor shall submit an Overall Inspection and Test Plan (CDRL 111, "Overall Inspection and Test Plan") for The City's review and approval, to be used as a controlling document for all inspections and tests. The Test Plan shall identify the inspection and testing to be performed and an overall plan for system acceptance. Information provided for each inspection and test shall include but not be limited to the following:

- Inspection/test title
- Reference to Contract requirements section requiring the inspection/test
- Responsible organization conducting the inspection/test
- Inspection/test location
- Inspection/test objectives
- Inspection/test pass/fail criteria
- Inspection/test schedule providing the following information at a minimum:
 - Inspection/test procedure submittal
 - Inspection/test start date
 - Inspection/test duration
 - Inspection/test report/certification submittal

For each inspection, the Test Plan shall also provide check-off sheets for items to be inspected, measurements to be taken, features required to be present, and criteria required to be met. The Test Plan shall cover all Contractor, supplier and subcontractor inspections and tests to be performed, including those performed under Contractor's Quality Assurance plan. No inspections or tests shall be performed before City approval of the Test Plan has been received by Contractor. Inspection and test results will be submitted to the City for review within 30 days after completion of the inspection or test.

7.2.1 Detailed Test Procedures

Contractor shall prepare and submit to the City a Detailed Test Procedure (CDRL 112, "Detailed Test Procedures") for each test to be performed. This Test Procedure shall include, but not be limited to, the following items for each test:

- Information provided in the Test Plan (repeated).
- Test methodology, including input and expected output.

- Equipment and instrumentation to be used for testing.
- Detailed breakdown of all hardware and software components under test.
- Step-by-step test procedures/scripts.
- On-line and off-line diagnostics.
- Any related documentation (drawings, prints, vendor specifications, and recommendations).
- Forms for recording data, including fields for date, time, location, and name with the signature of person(s) conducting or witnessing the test.
- All other information required to monitor and manage the inspection and testing.
- Name and signature of the person who prepared the test procedure.

A Detailed Test Procedure shall be submitted to the City for review and approval a minimum of 14 days prior to the test performance. No test shall be conducted until approval of the test procedures has been given by the City. The City reserves the right to develop additional test procedures to be performed by Contractor or other designated organizations.

7.3 Inspection and Testing

A combination of inspections, tests, and acceptance tests shall be used to establish the integrity of the design and installation of the MVSS devices and all their components.

The major inspection and test phases to be conducted are as follows:

- Field Performance Testing.
- Acceptance Testing.

Each test phase must be successfully concluded, reviewed, and approved prior to the start of the subsequent phase.

7.3.1 Field Performance Testing

The Contractor shall test one bus with all of the MVSS equipment installed under this Contract to ensure that it operates as intended. This end-to-end test or tests shall ensure that all interfaces are functioning properly. The Contractor shall make any adjustments or corrections to the equipment hardware or software/firmware that are required to allow a full functioning MVSS. This includes ensuring that the CAD/AVL system is functioning properly with the new MVSS.

7.3.2 Acceptance Testing

Following the successful completion of the Field Performance Test, a comprehensive test of the MVSS functions, including operation with the existing CAD/AVL System shall be

conducted with a small subset of the City's vehicle fleet. Test vehicles shall be equipped with all of the on-board vehicle equipment and software to be delivered and/or installed for the MVSS. A minimum of ten buses shall be used for a mini-fleet test as the first phase of this testing period.

Test vehicles shall be operated in actual or simulated revenue service to fully test all MVSS equipment and functions to the extent each vehicle is equipped, under actual service conditions. This test shall verify that all MVSS components (fixed-end equipment, mobile equipment, interface devices, software, and firmware) perform all functions in accordance with how they functioned prior to the MVSS changeover. The duration of the mini-fleet test will be dependent on the number of problems encountered and the need for additional testing; however, it is expected that the testing will take place over a period of at least four weeks. This testing will be repeated as necessary. The Contractor shall provide on-site support during this test to assist in the testing, to help identify variances, and to correct any variances. At the successful completion of the mini-fleet test and the correction of any resulting variances, the MVSS shall be ready to support the gradual phase-over of the remainder of the TheBus fleet phases.

Following the successful completion of the mini-fleet testing, and the correction of the resulting variances, the balance of TheBus's fleet for each phase shall be installed with the new MVSS. Following placing of the MVSS, a 30-day Acceptance test for Phase 1 and following phases shall be conducted to verify the MVSS's ability to meet its specified requirements. All variances found from previous testing must be corrected and all hardware and software documentation must be received and approved by the City prior to the start of the final Acceptance Test.

7.3.2.1 Test Satisfaction

After 30 days of cumulative test time, test records shall be examined to determine conformance with requirements. If test objectives have not been met, the test shall continue until the specified requirements are achieved. If one or more MVSS devices do not meet the defined criteria, then final Contract Acceptance of the MVSS shall be delayed until the City and the Contractor mutually agree that corrective action has been completed for those devices. Corrective action shall include performing all necessary procedures to test and verify proper operation to the City's satisfaction.

7.3.2.2 Final Contract Acceptance

Final Contract Acceptance for the MVSS shall occur, upon a determination by the City, that the Contractor has completed all work including, but not limited to, supply and installation of all equipment and software and integrating and placing in service a complete and fully operational MVSS. This includes the successful completion of all tests, delivery of all equipment and other deliverables to the City, satisfactory completion of all contractual requirements, submittal by the Contractor of all drawings, test results, manuals, as-built and other documentation, completion of Contractor-provided training, correction of all variances, and final clean-up.

8 WARRANTY, MAINTENANCE AND SPARE PARTS

This section describes the warranty, maintenance, maintenance equipment, specialized tools and fixtures, spare parts, consumables and the maintenance reporting system necessary to support the wireless networking system. The Contractor shall provide the recommended service, parts, respective quantities and expected usage to allow the City to determine its fiscal requirements throughout the expected life of the system. The City may provide a lump sum for an initial quantity of spare parts with adjustments from actual usage against the Contractor's recommendation.

8.1 Warranty

The Contractor shall be required to warranty that it has the right to sell to the City all equipment, hardware and software, provided as part of this contract, and that it be free of any proprietary rights of any manufacturer or other party, and is free of any lien or encumbrance, except for rights of third party software incorporated by the Contractor into the products. The Contractor shall be required to warranty all equipment, hardware and software for a period of not less than one year. The warranty shall cover parts and labor to replace such parts if they are determined to be defective.

8.1.1 Warranty Coverage

The Contractor hereby warrants to the City that all of the MVSS equipment, computer systems, and software, including firmware as warranted by third party suppliers, furnished under this Contract shall be free from defects in material and workmanship under normal operating use and service.

8.1.2 Warranty Period

The Contractor shall provide a one (1) year warranty, which shall commence upon the start of acceptance testing and after installation has been successfully completed. However, for each period, e.g., 30 days, that the MVSS equipment does not meet the acceptance test parameters, warranty, for the particular device in question, the warranty shall be extended for 30 days. In the event that an extended warranty on any specific system component extends beyond the Contractor's warranty period the remaining warranty shall be transferred to the City. During the course of the one-year warranty, the warranty period for individual serviced or replaced elements shall extend from the time of the City acceptance of that item for an additional full year. If there is remaining incomplete warranty work at the end of the one-year period, these elements shall be completed in a timely manner and the warranty for such elements shall then extend for an additional one-year period.

The Contractor shall be required to obtain all warranties and guarantees from vendors, manufacturers and suppliers for any hardware and/or work for the benefit of the City whether or not such warranties and guarantees are to be assigned or transferred to the City by any agreement. The Contractor shall act on behalf of the City to enforce any such warranties and guarantees for the duration of the Warranty Period.

At the end of the warranty period, the Contractor shall provide the City with all spare parts used and/or planned to be used to support the MVSS.

8.1.3 Remedial Work

The remedial work to correct all deficiencies shall include the repair or replacement, at the Contractor's option, of equipment, components, devices and/or materials including all applicable software and/or firmware. The City, at its option to meet service requirements, has the right to perform remedial work and bill the contractor for the expense.

8.1.4 Warranty Conditions

The City will operate and maintain the equipment and software in accordance with the Contractor's reasonable instructions in order to maintain this warranty. The City or its hired contractor shall be held harmless for operating the equipment and computer systems improperly if the Contractor has not provided adequate or correct training, and/or complete operating manuals, maintenance manuals, electrical and electronic schematics, and complete computer program documentation.

No warranty period shall end unless finished documentation is provided by the Contractor and approved by the City as specified "Documentation."

8.1.5 Negligence

The warranty shall not apply to any equipment which has been damaged through accident or negligence, or which has been subjected to other than normal use. Temperature, humidity and ambient electrical conditions described in these Technical Specifications shall be considered normal operating conditions for this system.

8.1.6 System-wide Defects

If during the said warranty period the rate of failure of any part or component, from any one cause or from various causes, exceeds ten (10) percent of the mean quantity of such item delivered to the City, then the entire quantity of such item shall be considered to have failed, and shall be repaired, corrected, or replaced as hereinafter provided. After correcting the defect, the Contractor shall undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other equipment purchased under this Contract. The work program shall include inspection and correction of the defective or potentially defective parts in all of the equipment.

8.1.7 Warranty Personnel

When there is uncompleted warranty work to be performed, the warranty personnel shall be required to work a minimum of eight (8) hours per day, five (5) days per week on the warranty and repair of the equipment provided under this Contract or until completion of the work. In addition, a person with the capabilities to make programming changes shall be available either on-site or via remote help desk to support the Contractor's warranty personnel.

8.1.8 Warranty Repair Agreement

The Contractor shall be responsible for all costs associated with the repair of components and/or subsystems, and the shipping charges to and from the Contractor's repair facilities, and the costs associated with their re-installation. The Contractor shall be responsible for meeting with the City to determine the schedule of repairs. The Contractor may perform, at their option the required repairs at the City facilities, and the necessary personnel, tools and materials are all at the Contractor's own expense.

8.1.8.1 Response and Repair Time

As part of the warranty, the Contractor shall provide a technical support phone number that is available for the warranty period, 24 hours a day, 7 days a week. The technical support shall be provided at no additional cost (including long distance calling costs) to the City. This support shall be provided for hardware and software problems and operational troubleshooting. If the remote technical support is not able to resolve the problems, the Contractor shall provide on-site support within 4 hours. All mission critical systems shall be restored within a maximum four-hour period after the Contractor arrives on site. The Contractor shall make available sufficient resources and equipment to resolve the problems within the shortest amount of time possible. The City shall have the option to renew telephone technical support annually.

8.1.8.2 Access to Equipment in Service

The Contractor shall follow the proper City security procedures for gaining access to the field equipment and locations. The Contractor shall not modify or repair any equipment in service without the approval of the City's project Manager or a City authorized representative.

8.1.8.3 Repair Reporting

During the entire warranty period, the Contractor shall document all repairs and/or adjustments of equipment by the Contractor. A repair report shall be submitted at the end of each week in which a repair was performed. Each repair report shall provide time, day, type of equipment, equipment number, type of failure, type of repair or adjustment, and performed by whom.

8.2 Maintenance

Maintenance shall be structured as follows:

- Preventive (cleaning, field adjustments).
- Level I: Troubleshooting, field repair, remove and replace defective parts to the lowest replaceable unit, returning the MVSS equipment to service.
- Level II: Shop repair, PCB and component level repair, module adjustments.

The City and OTS will perform preventive and Level I maintenance once the system acceptance testing has been completed and the system has been accepted. Contractor shall perform Level II maintenance commencing at installation, through and including the warranty period. Contractor shall also perform all types of maintenance during installation and testing periods leading up to service-ready status of MVSS when the City begins using the MVSS.

Contractor shall be responsible for responding to guarantee claims, including installation and follow-up of remedial actions.

The Contractor shall provide on-site personnel qualified to troubleshoot all aspects of the system from the time of first equipment installation through system acceptance.

The Contractor shall provide technical support lines 24 hours a day, 7 days a week with 4 hour on-site response time, when remote technical support cannot solve the problem, to assist the City in the maintenance and operation of the system for the first year. This support shall be provided for hardware and software problems and operational troubleshooting. The City shall have the option of renewing telephone technical support annually. All mission critical systems shall be restored within a maximum four-hour period after the Contractor has been notified.

The City shall retain the option for Level II maintenance in support of the MVSS to be provided by the Contractor for a three-year period after system acceptance (the Original Maintenance Term), with such adjustments for warranty work outstanding at the time of system acceptance, as the parties may negotiate. The City shall have the option to renew annually after the Initial Maintenance Term at a price to be negotiated as part of the contract award process. During the first year, on-site support for all devices under this Contract shall be provided.

8.3 Spares and Itemized Price List

The Contractor shall prepare and submit to the City a recommended list of spare modules and parts to support the installed fleet (CDRL 113, "Spare Parts List"). This list shall be grouped by equipment, each module, part, and plug in PC card assembly. The list shall provide complete ordering and procurement information for each item. Each item listed shall contain at least the following information: item-name, description, rating, current price, original manufacturer's name, part number, revision number, drawing reference number, and country of origin. Items that are common to more than one equipment, module, or subassembly shall be suitably cross-referenced.

Recommended quantities shall be provided based on expected usage. Alternatively, a recommendation based on a percentage not-to-exceed 10% of the installed base may be provided. All other requirements outlined in this section shall remain in effect.

The City will purchase spare parts based on the Contractor's recommendation and price. The City will monitor actual usage against the Contractor's recommendations. Should actual usage in revenue service exceed the Contractor's recommendations by greater than 50%, the Contractor shall provide justification for the difference and credit the City for an amount equal to the difference between actual usage and recommended usage.

The stock level shall be consistent with the normal replacement anticipated. This level shall be a function of the total equipment in service and the availability from the Contractor's normal supply operation for such parts. Future spare purchases shall be provided within a nominal 30-day time period. The Contractor shall identify and justify within the list any spare part that cannot be provided within the specified period. The prices quoted in this list shall be in effect for a minimum of a one-year (1) period from completion of Acceptance Testing.

In the case where the City chooses to contract maintenance services to the Contractor, the City will purchase recommended spare parts as part of the service. The Contractor shall maintain usage and maintain their own inventory as part of the service.

The Contractor shall list separately those spare parts that Contractor plans to utilize for warranty and maintenance support of the MVSS.

8.4 Maintenance Support Equipment

8.4.1 Standard Support Equipment

The Contractor shall supply to the City a list of all standard support and test equipment and tools required to operate and maintain the equipment (CDRL 114, "Standard Support Equipment List"). Standard support equipment includes equipment or tools that are commercially available from more than one source.

8.4.2 Special Tools

The Contractor shall provide a list of special tools needed to maintain the MVSS (CDRL 115, "Special Tools List"). Special tools are defined as special diagnostic tools and equipment for each subsystem and equipment that are not readily available from commercial sources.

8.5 Maintenance Reporting

The Contractor shall maintain a record of all maintenance performed on the system. This record shall be available on request to the City. The City maintenance personnel assigned to perform maintenance on the system will also keep a record of all scheduled and unscheduled maintenance performed on the system. The City's maintenance record will be available to the Contractor for use in diagnosing or other purposes at the request of the Contractor.

The information gathered shall be used to track repair histories of all major components and sub-assemblies for quality control and maintenance costs.

8.5.1 Maintenance Reporting Requirements

The individual maintenance reports shall include the following information at a minimum:

- Unique maintenance record number
- Start time/ date of maintenance
- End time/date of maintenance
- Part Identification number
- Serial number of modules and sub-assemblies
- Location where maintenance took place
- Detailed information on action taken
- Comments

- Parts used
- Codes for maintenance action and cause of action on various sub-assemblies and modules. The maintenance/cause of action may be coded into such categories as abuse, failure, malfunction, routine maintenance, no trouble found, etc. The subassemblies and modules may be coded to include all major subassemblies/modules.

8.6 Maintenance Plan

The Contractor shall identify the approach to properly maintain the MVSS, including all associated components (CDRL 116, "Maintenance Plan"). This Maintenance Plan shall indicate separately the projected resources, by craft, to perform contractor recommended preventative maintenance and projected service maintenance for all equipment and systems provided under this Contract.

The Maintenance Plan shall provide sufficient detail to permit the City to allocate labor resources to the maintenance and service of the MVSS, and shall be scaled as necessary to reflect varied requirements over the anticipated service life of the system. The Maintenance Plan shall provide reference to the appropriate preventative maintenance requirement and service reliability performance standard.

9 TRAINING

The Contractor shall develop and conduct programs to train City training personnel in all aspects related to the equipment, hardware, support and diagnostic equipment, software and firmware provided under this Contract. The training shall provide City training personnel with information and skills needed to instruct City line personnel to operate, maintain, and support the MVSS equipment to the lowest replaceable component level. The Contractor shall be responsible for training designated personnel in accordance with the requirements specified in this section. The parameters, approach and materials for Contractor personnel training shall be subject to City approval. The Contractor shall fulfill the following general training requirements:

- Responsible for operation and maintenance training of the City designated personnel on all hardware and software provided as part of the MVSS project.
- Perform all training at the City designated facilities and as a combination of classroom and hands-on training.
- Provide all training materials, training aids, and other equipment for the conduct of these courses.
- Provide one complete set of training materials (hardcopy) to each individual trained by the Contractor. One electronic set of all training material shall be provided to the City. All training materials provided shall become the property of The City.
- Submit a Training Program Plan to the City for review and approval by the City prior to training sessions. The training plan shall contain an overview and outline of the agenda for the training class.

9.1 General Training Guidelines

The Contractor's training courses shall comply with the requirements described in this section and shall include the following at a minimum:

9.1.1 Training Program Plan

Detailed outlines, lesson plans, and tests shall be submitted for review and approval by the City (CDRL 117, "Training Program Plan"). Instruction shall be designed to include courses described below and shall cover equipment familiarization, systems operations, and field and shop maintenance. At a minimum, the Contractor must provide a training program that is comprehensive enough to bring employees designated by OTS to the level of proficiency required for operations, service, and maintenance of the furnished equipment. Formal training shall include both classroom and practical work, and shall be augmented by informal follow-up if requested.

Training mock-ups shall be provided to assist with the training. The operational equipment shall be retained by the City for in-house training. Practical training on equipment and/or software shall occupy a significant portion of all training classes.

The plan shall be based upon criteria identified in this specification. The Training Program Plan is to be submitted to the City and OTS for approval no later than 30 days prior to the start of the Training Courses. The plan shall, at a minimum, provide the following for each course:

- General description and training objectives, the conditions under which training will occur, and the measures and standards to be applied.
- Expected performance objectives and how the expected objectives will be measured.
- The sequence of learning objectives.
- Outline for the course content (one for each course).
- Type or method(s) of presentation that will be used.
- Resources required, such as equipment, shop space, supplies, videocassette recorders, DVD players, and other necessary classroom equipment.
- An estimated time schedule to train (based on the required number of hours and/or sessions of instruction) employees.
- Intended audience and the maximum class size.
- Learning strategies to be used, i.e. classroom presentation, hands-on practice, paper and pencil exercises, interactive personal computer programs, etc.
- Methods and criteria for evaluating performance, including an objective grading system, to report on progress of trainees during the training.
- An approximation of the number of hours required for training, together with a breakdown of the number of hours necessary for each subject.
- A flow diagram indicating the logical progression of training to be conducted.
- Resumes showing the qualifications of the proposed instructors.
- A list of all subcontractors or other equipment manufacturers to be involved in the training program and a description of their responsibilities.

9.1.2 Instructor Qualifications

The Contractor shall provide experienced and qualified instructors to conduct the training courses at the designated training locations. Training should be oriented to the job classification of the students. The City reserves the right to review, approve and accept all of the training materials and course work prior to Contractor's use in execution of training. The principal instructors provided by the Contractor shall have had previous formal classroom instructor training and relevant experience. The instructors shall demonstrate a thorough knowledge of the material covered in the courses and familiarity with the training manuals, system documentation, tools, and training aids used in the courses. The Contractor shall warrant that all instructors are fully qualified to present the course material. The City reserves

the right to request replacement of instructors deemed to be unqualified or whose performance was deemed unsatisfactory for any reason.

9.1.3 Training Material

The Contractor shall submit the training materials required for each course discussed in the Training Program Plan in accordance with the following requirements. Contractor shall provide a list of training materials required for each course discussed in the Training Program Plan. Contractor shall reflect all changes and revisions to the installed MVSS in all training materials, whether supplied to City personnel, or used in Contractor-conducted training courses. At a minimum, the following training materials shall be provided for each course in sufficient quantities:

Instructor guides, including the following:

- Course agenda and objectives.
- Resources and facilities required for the course.
- Detailed lesson plans or outlined presentations and discussion guides.
- Pre- and post-training assignments.
- Instructions for using any audiovisual support equipment.
- Student handouts.
- Computer-based presentations.
- Video-taped demonstrations on DVD.

Final training materials shall be submitted 30 days before classes are scheduled to begin. The above deliverables shall be in addition to a master copy of each final version that shall be furnished to the City.

9.1.3.1 Electronic Documentation And Training

All documentation and training material provided as final hard copy shall also be submitted in an electronic form on DVD as specified by the City. A directory of all files on the disk shall be listed in hard copy showing filenames, date, file size, and appropriate annotation to cross-reference the chapter and section (CDRL118, "Training Materials").

9.1.3.2 Reproduction And Updating Of Training Material

The City reserves the right to reproduce portions or all of the training materials. The City also reserves the right to videotape or otherwise record all training sessions.

If the Contractor produces an update or new training aids (e.g. video tapes, manuals, etc.) within two years following the completion of equipment installation, the City shall receive copies of the updated material for its sole use in the City training programs, at no cost to the City.

9.1.3.3 Supplemental Training

The Contractor may be requested to provide extended, duplicate, or additional training for the systems provided, as deemed necessary by the City, due to modifications of the system configurations made after completion of the scheduled training courses.

9.2 Training Courses

9.2.1 Operation and Maintenance Training

The Contractor shall provide the City with an experienced and qualified instructor who shall conduct operation and maintenance training. The purpose of the training is to train the City/OTS operations and maintenance personnel supervisors in all aspects of operating, maintenance, and repair of all equipment provided under this contract. This shall include troubleshooting and diagnostic methods and preventive maintenance techniques to be employed in the proper maintenance of the equipment.

Operations and Maintenance training shall include but not be limited to the following:

- Basic construction and operation of the system components
- Examination and disassembly of all Tier One devices including, but not limited to:
 - Troubleshooting procedures, including setup, testing and understanding of automatic diagnostics.
 - Field-level repair of system and related equipment.
 - Preventive maintenance on all subassemblies.
 - Electrical wiring/troubleshooting.
 - Electronic theory and function of system.
 - Interface ports (as appropriate).
 - Software overview of all interrelated systems.
 - Disassembly and repair for all major system components.
- The Contractor shall also provide MVSS Administrator's Training and Review User's Training. This training shall include, but not be limited to, setup and modification of MVSS configuration parameters, video download procedures, and video review and export capabilities.
- All operation and maintenance training shall be videotaped and DVD recorded by the Contractor and provided to the City.

- Although the City/OTS personnel will be trained on maintenance of the MVSS, the Contractor shall perform all maintenance during the Warranty and Maintenance periods.

10 DOCUMENTATION

The Contractor shall deliver full and complete documentation in accordance with the requirements, deliverable schedule, and project plan. Documentation shall be provided in both hard copy and electronic format. The Contractor shall provide four (4) complete sets of operations and maintenance manuals covering all hardware and software provided.

Documentation shall provide sufficient description, detail, and illustration to support installation, configuration, operation, maintenance, and repair of the equipment and systems provided in the exercise of this Contract. The City Project Manager and OTS representative shall be the sole judge of adequacy of documentation and documentation submittals.

In addition to the CDRL List in Appendix A, the Contractor shall provide a complete listing of documentation to be provided in the exercise of these requirements (CDRL 119, "Documentation List"). Included at minimum shall be the documentation title, table of contents, expanded outline, listing of drawings, illustrations, schematics, exhibits, and other such information so as to enable judgment upon the adequacy of the documentation.

Delivery of final documentation shall be in accordance with the project plan, which shall specify dependencies, schedule, quantity, and location (CDRL 119, "Documentation List"). The execution of the Warranty shall require the Contractor to maintain documentation to the current revision, incorporating all engineering changes, modifications, changes, corrections, or updates (CDRL 119, "Documentation List"). The City reserves the right to reproduce documentation for its sole use and purpose.

Contractor shall record all As-built information on Drawings including:

- Field changes of dimension and detail including as-built equipment locations.
- Details not on original Contract Drawings and any other changes to original Contract Drawings.
- Revised location of all MVSS equipment as per field location.
- Final as-built configuration of equipment on all Block Diagrams.

Contractor shall also maintain the Construction Schedule (and all updates), shop drawings, diagrams, illustrations, charts, brochures, samples, survey data, and other submitted data on materials for submittal.

10.1 Documentation Submittal Requirements

A minimum of three (3) sets of documentation for each type of equipment shall be supplied. The documents supplied must be the latest version and be for the equipment delivered and installed. No documentation will be considered final until it has been reviewed and approved by the City Project Manager.

The final version of all documentation shall be provided in electronic form suitable for use on a Windows™ based PC system. Alternative electronic forms may be substituted upon approval of the City.

10.2 Project Schedule

The Contractor shall submit Preliminary Schedule documenting their approach and milestones to system installation, integration, testing and acceptance for review and approval by the City. Once approval is obtained, the Contractor shall submit updated schedules on a monthly basis.

10.3 As-Built Documentation

The Contractor shall provide sufficient documentation, including drawings and diagrams, to reflect "as-built" conditions to the satisfaction of the City or its representative (CDRL 120, "As-Built Documentation"). The Contractor shall provide four (4) copies of documentation and diagrams showing the installation of all components and systems provided by the Contractor. This documentation shall be specific to the work of the project (generic documentation will not be allowed). All copies provided shall be in hard copy and one set of final as-built documentation for each bus type shall be provided in ".pdf " file format.

The as-built documentation shall be provided 30 days after Final Contract Acceptance has been granted for each vehicle type as it occurs, and updated documentation will be required anytime the Contractor provides software or hardware upgrades.

10.4 Summary Of Manuals

The following sections summarize the principal documentation that shall be provided in the form of manuals, organized by the desired content. All documentation shall provide sufficient description, detail, and illustration to support installation, configuration, operation, maintenance, and repair of all equipment and systems provided under this Contract.

The Contractor shall supply the full complement of manuals and documentation required to train the City personnel to operate and maintain the MVSS. All manuals shall be in the English language with English measurements and submitted for review and approval. The manuals shall cover both the hardware and the software/firmware associated with each system.

All manuals shall be furnished as "Controlled" documents and each manual shall contain a unique number. The Manual number shall include the revision number for that manual. Revisions to draft and approved manuals shall be recorded on a control list to be maintained in the front of each manual. The list shall be issued with each revision and shall contain the date of the revision and the page references for that revision.

Manual and training material development shall begin, and occur concurrently throughout the design process. A schedule for development of the required manuals with the time allotted for the City review shall be submitted 30 days after Notice to Proceed (CDRL 121, "Manuals Schedule"). The training documentation shall be separate from the operation and maintenance manuals, but may reference those manuals.

10.4.1 Operations Manuals

The Operations Manuals shall provide information and instruction on the various operational controls and features of the equipment and systems (CDRL 122, "Operations Manual"). The manual shall be sufficient in description, detail, and illustration to provide full and adequate reference to the operation of each device and system. A separate Operations Manual shall be provided for each device and system.

10.4.2 Maintenance Manuals

The Maintenance Manuals shall provide information and instruction on the maintenance of the equipment and systems. The manuals shall be sufficient in description, detail, and illustration to provide full and adequate reference to the diagnosis, testing, maintenance, repair, and replacement of devices, modules, components, and system (CDRL 123, "Maintenance Manual").

Manuals shall contain diagrams, illustrations, schematics, and parts listings, diagnostic and testing procedures, flow charts, and program code description as necessary to fully support maintenance functions. A separate Maintenance Manual shall be provided for each device and system.

10.4.3 Software User's Manual

The Contractor shall provide a user's manual for each software application (CDRL 124, "Software User's Manual"). The User's Manual shall include instructions to assist users through all tasks they may need to complete, shall include screen captures, and shall be easy to follow. As a minimum, the User Manual shall include all information that is available through the context sensitive help. Fault procedures shall be described, including procedures for dealing with problems.

10.4.4 System Administrator's Manual

A System Administrator's Manual shall be provided for each software application (CDRL 125, "System Administrator's Manual"). The System Administration Manual shall outline all of the installation procedures, configuration parameters, details on configuration, back-up and recovery processes, trouble shooting techniques and technical support information. Fault procedures shall be described, including procedures for dealing with problems.

10.4.5 Listing Of Tools

The contractor shall provide a list of all special or custom tools or instruments required to install, maintain, or adjust any component in the contracted system (CDRL 115, "Special Tools List"). The contractor shall also provide a list of suppliers of required special or custom tools or instruments.

10.4.6 Bill Of Material

A complete Bill of Material (CDRL 126, "Bill of Material") shall be provided that shall include a unique part number, description, generic name and generic part number for each component in the contracted system. The Bill of Material shall include identification to lowest replaceable unit. Component detail shall be provided for Contractor-manufactured equipment. The Contractor may use manufacturer's available handbooks and data for individual items of the equipment that are a sub-component of the overall system. Sub-component detail of commercial equipment such as computers and peripherals, at the discretion of the City, may be limited to board or major component level.

10.4.7 Listing Of Sources

The Contractor shall provide a listing of sources for purchasing components and parts that are commercially available, other than from the Contractor (CDRL 127, "Distributor Sources List"). Components and parts not so listed shall be considered by the City to be proprietary and available by single source.

10.4.8 Communications Protocols

The Contractor shall provide full and complete documentation of the communications protocol between any contract provided MVSS component and any other system or external component, regardless of whether the component is provided under the terms of this Contract or any other City contract (CDRL 128, "Communications Protocols"). The documentation shall be sufficient in content and detail to afford the City the ability to interface and communicate in the same manner to an appropriately compliant component for affecting operational control or data exchange.

11 ENVIRONMENTAL FACTORS

This Article describes environmental factors to which, at a minimum, the wireless network system components shall be subjected to during their operation, and for which they must be designed to preclude from affecting System operation.

11.1 Factors

The Contractor is to assure proper operation and make provisions for their supplied System Components to work in the climate limits existing at the locations. Equipment shall meet the following requirements unless noted otherwise in these specifications:

Storage Temperature:	-20° to +158°F ambient (Indoor) -40° to +185°F ambient (Outdoor)
Storage Humidity:	5 to 95% RH (non-condensing, Indoor) 0 to 95% RH (non-condensing, Outdoor)
Operating Temperature:	-22° to +140°F ambient
Relative Humidity Range:	5% to 95% non-condensing (Indoor) 5% to 100% including condensation (Outdoor)
Dust:	Airborne particles and dust including iron and salt encountered in the bus operating environment and caused by general cleaning and sweeping.
Water/solvents:	Equipment shall be adequately protected against ingress of water or damage due to spray on equipment from cleaning walls and buses, industrial cleaning solvents, rain, snow, or slush.
Electromagnetic interference:	EN 50082-2 and EN 50081-1, and withstand the effects of conducted and received electromagnetic energy and radiation in transit environments.
Grounding/Lightning:	Contractor shall connect all equipment to a proper ground source. Surge suppressors are required for all coaxial cables connected to outdoor antennas and power circuits to protect from high voltage (1000V) spikes from lightning.

11.2 Electromagnetic Interference

The Contractor's approach to electromagnetic compatibility (EMC) shall ensure that the electrical and electronic components and subsystems shall operate without being affected by or causing harmful electromagnetic interference. Protection shall be provided against all frequency interference (RFI) emission sources, as well as internal conductive or inductive emissions.

Operation of the System Components shall not be affected by:

- Electromagnetic fields generated by local high voltage power distribution lines at distances as close as 50 feet.
- Electromagnetic fields or other electronic equipment installed on the vehicles.
- Facility equipment such as lighting and communications equipment within immediate proximity to the System Components.

11.3 Surge Suppression

The Contractor shall provide and install coaxial cable surge suppressors for all antenna cables from the MVSS to outdoor mounted external antennas. These shall be suitable for use in all frequency bands intended for use by the MVSS, shall have multi-strike capability, and bi-directional protections.

11.4 Grounding

All equipment enclosures, chassis, assemblies, panels, switch boxes, terminal boxes, and similar enclosures or structures shall be grounded. Protective grounding shall be provided by the Contractor to ensure that all exposed metal on any supplied system components are connected to a common ground point in the cabinet, rack, or building.

The Contractor shall meet the safety requirements for the grounding system that conform with the National Electric Code (NEC), ANSI TIA/EIA, Underwriter Laboratories (UL), and local codes where applicable.

All exterior communications/data cables shall be properly isolated and grounded prior to connecting to interior electronics.

APPENDIX A

CONTRACT DATA REQUIREMENTS LIST (CDRL)

Contract Data Requirements List (CDRL)

- 101 Preliminary Schedule
- 102 Submittal Record
- 103 Insurance Certificates
- 105 Monthly Progress Report
- 106 Preliminary Design Review Package
- 107 Final Design Review Package
- 108 Installation Plan
- 109 Performance Measurement Methodology
- 110 Test Reports
- 111 Overall Inspection and Test Plan
- 112 Detailed Test Procedures
- 113 Spare Parts List
- 114 Standard Support Equipment List
- 115 Special Tools List
- 116 Maintenance Plan
- 117 Training Program Plan
- 118 Training Materials
- 119 Documentation List
- 120 As-Built Documentation
- 121 Manuals Schedule
- 122 Operations Manual
- 123 Maintenance Manual
- 124 Software User's Manual
- 125 System Administrators' Manual
- 126 Bill of Material
- 127 Distributor Sources List
- 128 Communications Protocols

Technical Specifications and Provisions

SPECIAL PROVISIONS

1. GENERAL. The furnishing, delivery and installation of a MOBILE VIDEO SURVEILLANCE SYSTEM FOR TRANSIT VEHICLES, complete as specified herein, to the Department of Transportation Services, City and County of Honolulu, Honolulu, Hawaii, shall be in accordance with these Special Provisions and the Proposal, Technical Specifications and Provisions, Federal Certification Requirements and General Terms and Conditions, attached hereto and by reference made a part hereof.

2. BID PRICE. Bid prices shall include all necessary expenses to complete the furnishing, delivery and installation of the Mobile Video Surveillance System for Transit Vehicles as specified herein, including all incidental or implied work such as but not limited to, all necessary labor, materials, equipment, tools, supplies, appurtenances, travel time, fuel, applicable taxes and all other expenses. Bid prices shall also be based on delivery, f.o.b. place of destination as specified herein, to the Department of Transportation Services. In case of error in extension of the price, the unit bid price shall govern.

3. CONFIRMATION OF RECEIPT OF ADDENDUM. Any and all addenda shall be acknowledged with the date received specified in the proposal page. Failure to acknowledge addenda may result in rejection of bid.

4. METHOD OF AWARD. Award of Contract is conditioned upon the amount of funds available for the Contract. Should the lowest total sum basic bid price be below the available funds, the Director of Budget and Fiscal Services reserves the right to incorporate into this Contract, the Additive Alternate(s), in the order as listed in the Proposal, provided the funds allocated for this Contract are not exceeded. Award will then be made to the responsive responsible bidder submitting the lowest bid price, which is the sum of the total sum basic bid and the bid price for the Additive Alternate(s) selected in the Proposal, and whose equipment was demonstrated and qualified by the City and whose offer complies in all respects with the Specifications and other requirements herein. Consequently, in order to be considered for award, a bidder must bid on all items as listed in the Proposal herein. Failure to bid on all items or rejection of any item in the group shall be cause for the rejection of the bid. In case of error in extension of price, the unit bid price shall govern.

The Director, however, reserves the right to decrease the quantity as specified in the Basic Bid Section of the Proposal, or increase the quantity twenty percent (20%) as specified in the Basic Bid Section of the Proposal, and make an award in accordance with the availability of funds, at the same unit bid price and under the same terms and conditions or cancel the award in the event of insufficient funds. In the event the quantity is changed and award is made in accordance with the availability of funds or the award is canceled due to insufficient funds, any loss of anticipated profits by the Contractor due to the change in quantity or cancellation shall not constitute grounds for equitable adjustment under the contract.

Offeror is advised that if awarded a contract under this solicitation, the Offeror shall upon award of the contract, furnish proof of compliance with the requirements of Section 3-122-112, HAR:

- a. Chapter 237, tax clearance;
- b. Chapter 383, unemployment insurance;
- c. Chapter 386, workers' compensation;
- d. Chapter 392, temporary disability insurance;

- e. Chapter 393, prepaid health care; and
- f. One of the following:
 - (1) Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business").
 - (2) Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

The following documents, as proof of compliance of above, are required to be submitted upon award of the contract:

- a. Tax Clearance Certificate
- b. Certificate of Compliance (Labor)
- c. Certificate of Good Standing

It is encouraged to use the Hawaii Compliance Express site to obtain the above certificates. The state website is <http://vendors.ehawaii.gov>.

Bidders are also encouraged to submit all certificates referenced above and in Section 5. RESPONSIBILITY OFFERORS of the General Instructions to Bidders, herein with their proposals, to expedite the award process. The City reserves the right to award to the next responsive, responsible bidder if all certificates and other required documentation are not submitted within ten (10) calendar days of the City's request.

5. **FEDERAL REQUIREMENTS.** Assistance from the U.S. Department of Transportation's Federal Transit Administration will be used for these items/services. As such, Federal requirements contained in Exhibit A to these Special Provisions will apply. In order to maintain the City's eligibility for Federal funding assistance, the contractor must comply with the Federal Requirements attached hereto as Exhibit A and made a part hereof. The selected offeror must complete the forms identified in Exhibit A prior to receiving the contract. Failure to complete these forms prior to signing of the contract will result in cancellation of award of the contract.

The City and County of Honolulu (CITY), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

6. EQUIPMENT SUBSTITUTION. If, due to reasons of available upgraded equipment only, the Contractor may submit a written request to the Officer in Charge to substitute equipment listed on the Proposal pages. If substitution request is approved by the Officer in Charge, the Contractor shall provide equipment at the same terms and conditions of the Contract and at the same unit price listed on the Proposal pages and at no additional cost to the City.

7. DELIVERY. All services and equipment as specified herein shall be delivered f.o.b. place of destination, as specified herein, to the Department of Transportation Services, and fully completed within three hundred sixty-five (365) calendar days from the official commencement date on the Notice-To-Proceed.

8. INSURANCE REQUIREMENTS.

- a. The Contractor shall, at his own expense, procure and maintain during the period of the contract, the following types and amounts of insurances, from insurance companies authorized to do business in Hawaii:
 - (1) Automobile Liability Insurance, with minimum limits of not less than \$500,000 each accident for any owned/non-owned vehicles used in the performance of this contract.
 - (2) General Liability Insurance, with a limit of not less than \$1,000,000 combined single limit per occurrence.
 - (3) Workers Compensation/Employer's Liability Insurance, if applicable. Workers compensation limits shall be in accordance with State statutes, and Employers Liability limits shall be not less than \$100,000 each accident for bodily injury by accident, or \$100,000 each employee, \$100,000 aggregate, for bodily injury by disease.
- b. The above general liability insurance coverage shall include endorsements naming the CITY AND COUNTY OF HONOLULU as ADDITIONAL INSURED.
- c. Certificates shall clearly identify the project by name and/or contract number.
- d. Certificates shall show the Certificate Holder as the City and County of Honolulu, and be delivered to the Director of Budget and Fiscal Services, 530 South King Street, Honolulu, Hawaii 96813.
- e. The Contractor or the Contractor's insurer, whichever the case may be, shall orally notify the City of any change or cancellation of any insurance coverage required under the contract, at least thirty (30) days prior to the effective date of such change or cancellation; provided, that such oral notification shall be reduced into writing so that the City will have a record of any change or cancellation of any insurance coverage. Failure to submit such notice shall be a breach of this contract.
- f. Upon notification of award, the Contractor shall submit a certificate of insurance to the Director as evidence of insurance coverages set forth hereinabove. If the Contractor fails or refuses to submit a correct certificate of insurance, the Director

reserves the right to cancel the award at any time prior to the signing of the contract by the City.

- g. The Contractor shall conduct its activities so as not to endanger any person or property and shall indemnify, save and hold harmless the City and all its officers, agents and employees from any and all claims for losses, injuries, damages and liabilities to persons or property occasioned, in whole or in part, by the acts or omissions of the Contractor, its officers, agents, employees or any person(s) under the control of the Contractor.

9. ADDITIONAL RELATED ITEMS AND/OR SERVICES. During the term of the contract, the City reserves the right to negotiate with the Contractor for the furnishing of additional related items and/or services should the need for additional related items or services be required.

Additional related items or services shall be made a part of the contract by issuance of an amendment and acceptance shall be made by appropriate endorsement by the Contractor on said amendment.

10. ELECTRONIC DOCUMENTS. In addition to any hard copy document production requirements, if requested by the City, the Contractor shall provide electronic copies of all hard copy document work product prepared for the City under the terms of this contract. Hard copy work product includes plans, specifications, studies, reports and any other information that the contractor is required to provide the City on paper under the terms of this contract. The required file formats and media requirements for the electronic documents will be as specified by the Officer in Charge.

11. ACT 291, SLH 2006, PROMPT PAYMENT ACT. Bidders are advised of the applicability of Act 291, SLH 2006, the Prompt Payment Act, which became effective on July 1, 2007 for contracts that are executed on or after July 1, 2007. A copy of Act 291, SLH 2006 can be viewed at www.hawaii.gov/pwd/Members/qc/ACT291-2006.htm. All applicable references contained in the General Terms and Conditions (including, but not limited to, Section 18, 19 and 21), General Instruction to Bidders, Special Provisions and bid documents are superseded by this Act.

EXHIBIT A

**U.S. DEPARTMENT OF
TRANSPORTATION
FEDERAL TRANSIT
ADMINISTRATION (FTA)
MANDATORY
CLAUSES**

FTA MANDATORY CONTRACT CLAUSES

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Exhibits

CLAUSE 1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Flow Down

This concept flows down to all levels to clarify, to all parties to the Contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

- (1) The Department of Transportation Services ("DTS") and the CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to DTS, the CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Transit Administration ("FTA"). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CLAUSE 2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Flow Down

These requirements flow down to contractors and subcontractors who make, present submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

- (1) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, applies to its actions pertaining to this PROJECT. Upon execution of the underlying Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- (2) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- (3) The CONTRACTOR shall include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

CLAUSE 3. ACCESS TO RECORDS AND REPORTS

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Access to Records

The following access to records requirements apply to this Contract:

- (1) The CONTRACTOR shall provide DTS, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR shall, pursuant to 49 CFR § 633.17, provide the FTA Administrator or his authorized representatives including any Project Manager Oversight (PMO) contractor access to the CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.
- (2) When DTS, in accordance with 49 U.S.C. § 5325(a), enters into a contract for a capital project or improvement (defined at 49 U.S.C. § 5302(a)(1)) through other than competitive bidding, the CONTRACTOR shall make available records related to the Contract to DTS, the Secretary of Transportation and the Comptroller General of the United States or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (3) The CONTRACTOR shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (4) The CONTRACTOR shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the CONTRACTOR shall maintain the same until DTS, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR § 18.39(i)(11).

CLAUSE 4. FEDERAL CHANGES

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between the CITY AND COUNTY OF HONOLULU and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. The CONTRACTOR's failure to so comply shall constitute a material breach of this Contract.

CLAUSE 5. CIVIL RIGHTS REQUIREMENTS

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights

The following requirements apply to the underlying Contract:

- (1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying Contract:
 - (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR shall comply with any implementing requirements FTA may issue.
 - (b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR shall refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR shall comply with any implementing requirements FTA may issue.
 - (c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR shall comply with any implementing requirements FTA may issue.
- (3) The CONTRACTOR shall include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

CLAUSE 6. TERMINATION

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

The following Termination provision shall apply:

- A. Section 9 – Termination of Contract of The General Terms and Conditions for Contracts for Professional Services, attached hereto as “Contract Documents”.

CLAUSE 7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Flow Down

These requirements apply to the first tier CONTRACTOR.

The following provisions shall apply in the performance of this Contract:

- (1) **DBE ASSURANCES.** The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in termination of this Contract or such other remedy as DTS deems appropriate.

The above paragraph must be included in each subcontract the prime CONTRACTOR signs with a subcontractor.

- (2) **LISTING OF JOINT CONTRACTORS AND/OR SUBCONTRACTORS.** Names and addresses of all joint contractors and/or all subcontractors that will participate in the Contract (DBEs and non-DBEs), a description of the work that each firm will perform, the dollar amount of each firm's work, the date the firm was established, the firm's gross receipts, and confirmation from the DBEs participating on the Contract must be indicated on the form provided in Exhibit 1.
- (3) **PROMPT PAYMENT.** The CONTRACTOR shall pay all subcontractors within 10 calendar days after receipt of payment from DTS.

When a subcontractor has met all terms and conditions of the subcontract, and there are no bona fide disputes, the CONTRACTOR shall make full payment to the subcontractor of all monies due including retainage within 10 calendar days. The CONTRACTOR must obtain approval from DTS to withhold retainage from any subcontractor who has completed their portion of the work.

- (4) **PROJECT GOAL.** The total DBE participation goal (expressed in percentage terms of the Contract dollar value of work performed) is composed of a percent goal for DBEs. This goal is applicable to all the contract work performed for this PROJECT and is indicated in the Proposal. The bidder shall indicate in the appropriate space provided in the Proposal form furnished by DTS, the percentage goal of the amount of his or her bid involving DBE participation he or she intends to use in the execution of this Contract.

The DISADVANTAGED BUSINESS ENTERPRISE STATEMENT AND GOAL, as executed by the CONTRACTOR is included in Exhibit 1. The DBE participant(s) must be responsible for substantive tasks in the performance of services under this Contract.

- (5) **REPORTS TO DTS.** The CONTRACTOR shall submit the DBE Participation Report reflecting payments made by the prime contractor to DBE subcontractors. Payments to prime contractors 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 Exhibit 1.

- (6) **RECORDS.** On request, the CONTRACTOR shall make available for inspection, and assure that subcontractors at all tiers make available for inspection, records of payments to DBE firms, their efforts to subcontract work to DBE firms and other related materials and information.
- (7) **SUBCONTRACTS.** The CONTRACTOR shall include a clause containing all of the provisions of this Subsection, including this paragraph, modified only to show the particular contractual relationship, in all subcontracts under this Contract and shall require that such clauses be contained in subcontracts at all tiers.

CLAUSE 8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Flow Down

Contractors are required to pass this requirement on to subcontractors seeking subcontracts over \$100,000. Thus, the terms "lower tier covered participant" and "lower tier covered transaction" include both contractors and subcontractors and contracts and subcontracts over \$100,000.

Model Clause/Language

(Instructions) The certification and instruction language is contained at 49 CFR Part 29, Appendix B, and must be included in IFB's and RFP's [for inclusion by contractors in their bids or proposals] for all contracts over \$100,000, regardless of the type of contract to be awarded. The certification is presented in Exhibit 2.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions (Third Party Contracts over \$100,000). All bidders must complete the certification presented in Exhibit 5.

Instructions for Certification

- (1) By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out at Exhibit 2.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DTS may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to DTS if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order No. 12549 [49 CFR Part 29]. You may contact DTS for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by DTS.

- (6) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (8) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, DTS may pursue available remedies including suspension and/or debarment.

CLAUSE 9. BUY AMERICA REQUIREMENTS

Flow Down

The Buy America requirements flow down from DTS and subrecipients to first tier contractors, who are responsible for ensuring the lower tier contractors and subcontractors are in compliance. A bidder or offeror must submit to DTS the appropriate Buy America certification (Exhibit 4) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Buy America

The CONTRACTOR shall comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 CFR § 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

CLAUSE 10. BREACHES AND DISPUTE RESOLUTION

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Breaches and Dispute Resolution

*The applicable provisions of Chapter 103 and 103D, Hawaii Revised Statutes, as amended, Title 3, Department of Accounting and General Services of the Hawaii Administrative Rules ("HAR") Chapter 3-126 shall govern dispute resolution. Reference the CITY AND COUNTY OF HONOLULU's **General Terms and Conditions** for each specific Contract type.*

CLAUSE 11. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C.1601, et seq.]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification (Exhibit 4) required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the CITY.

CLAUSE 12. CLEAN AIR REQUIREMENTS

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Clean Air

- (1) The CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The CONTRACTOR shall report each violation to DTS and understands and agrees that DTS will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The CONTRACTOR shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLAUSE 13. CLEAN WATER REQUIREMENTS

Flow Down

The Clean Water requirements flow down to DTS and subrecipients at every tier.

Clean Water

- (1) The CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor shall report each violation to DTS and understands and agrees that DTS will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The CONTRACTOR shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLAUSE 14. CARGO PREFERENCE REQUIREMENTS

Flow Down

The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels

The CONTRACTOR shall:

- (1) Use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- (2) Furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to DTS (through the CONTRACTOR in the case of a subcontractor's bill-of-lading.); and
- (3) Include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CLAUSE 15. FLY AMERICA REQUIREMENTS

Flow Down

The Fly America requirements flow down from DTS and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Fly America Requirements

The CONTRACTOR shall comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Parts 301-10, which provide that DTS and subrecipients of Federal funds and their CONTRACTORS are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR shall include the requirements of this section in all subcontracts that may involve international air transportation.

CLAUSE 16. DAVIS-BACON & COPELAND ANTI-KICKBACK ACTS

- (1) **Minimum wages**
 - (i) All laborers and mechanics employed or working upon the site of the work (or under the United

States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH- 1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR § 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR § 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the CONTRACTOR does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (v) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the on and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1) (v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (2) **Withholding** - The DTS shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the PROJECT), all or part of the wages required by the Contract, the DTS may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records**

- (i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the PROJECT). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR§5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The CONTRACTOR shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the DTS for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be

submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1) U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- (iii) The CONTRACTOR or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the U.S. DOL, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR§5.12.

(4) **Apprentices and trainees**

- (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The

allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. DOL determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees - Except as provided in 29 CFR§5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. DOL, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order No. 11246, as amended, and 29 CFR part 30.

- (5) **Compliance with Copeland Act requirements** - The CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts** - The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR§5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR§5.5.
- (7) **Contract termination: debarment** - A breach of the Contract clauses in 29 CFR§ 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR§5.12.
- (8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. DOL set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. DOL, or the employees or their representatives.
- (10) **Certification of eligibility**
 - (i) By entering into this Contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR§5.12(a)(1).
 - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR§5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.

CLAUSE 17. CONTRACT WORK HOURS & SAFETY STANDARD ACTS

- (1) **Overtime Requirements.** No CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which

such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) **Withholding for Unpaid Wages and Liquidated Damages.** The City shall upon its own action or upon written request of an authorized representative of the U.S. DOL withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts.** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

CLAUSE 18. BONDING

Refer to General Instructions to Bidders, Chapter 1, Section 1.15 Bid security, contract performance and payment bonds.

CLAUSE 19. ENERGY CONSERVATION REQUIREMENTS

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Energy Conservation

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLAUSE 20. RECYCLED PRODUCTS

Flow Down

These requirements flow down to all contractor and subcontractor tiers.

Recovered Materials

The CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order No. 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

CLAUSE 21. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

It is the policy of the Department of Transportation, in accordance with the requirements of 49 U.S.C. § 5301(d), that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies.

The bidder agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA) as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services.

A bidder must submit to the FTA recipient the "Certification of Compliance with Americans with Disabilities Act" with all bids on FTA funded contracts. Bids that are not accompanied by a completed certification must be rejected as non-responsive.

CLAUSE 22. PRIVACY ACT

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements

The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any Contract:

- (1) The CONTRACTOR shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR shall obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.
- (2) The CONTRACTOR shall include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CLAUSE 23. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Flow Down

The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any DTS requests which would cause DTS to be in violation of the FTA terms and conditions.

CLAUSE 24. INTELLIGENT TRANSPORTATION SYSTEMS (ITS) NATIONAL ARCHITECTURE

Flow Down

The incorporation of FTA terms has unlimited flow down.

Conformance with ITS National Architecture

All ITS projects shall conform to the National ITS Architecture standards and requirements.

CLAUSE 25. STATE AND LOCAL LAW DISCLAIMER

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. *The language of the suggested clauses may need to be modified depending on State law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.*

EXHIBITS

The CONTRACTOR shall complete the following Exhibits in the performance of this contract.

- | | |
|-----------|---|
| Exhibit 1 | Disadvantaged Business Enterprise (DBE) Participation Forms |
| Exhibit 2 | Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and voluntary Exclusion |
| Exhibit 3 | Buy America Certifications |
| Exhibit 4 | Lobbying |
| Exhibit 5 | Conflict of Interest |

EXHIBIT 1

DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION FORMS

- City and County of Honolulu; Statement Regarding the Disadvantaged Business Enterprise (DBE) Program for U.S. Department of Transportation-Assisted Contracts
- Disadvantaged Business Enterprises Statement and Goal
- Notice of Requirements for Participation by Disadvantaged Business Enterprises (DBEs), Pursuant to Title 49, Code of Federal Regulations, PART 26 (49 CFR, Part 26)
- Listing of Subcontractors, Truckers, Suppliers and Manufacturers
- DBE Participation Report (Sample Format)
- Confirmation by DBE

CITY AND COUNTY OF HONOLULU
STATEMENT REGARDING THE
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
FOR U.S. DEPARTMENT OF TRANSPORTATION-ASSISTED CONTRACTS

The City and County of Honolulu (City) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (USDOT), 49 CFR, Part 26. The City has received Federal financial assistance from the USDOT, and as a condition of receiving this assistance, the City has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also our policy -

- A. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts in the City's transportation programs;
- B. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
- C. To ensure that the City's DBE program is narrowly tailored in accordance with applicable law;
- D. To ensure that only firms that fully meet the eligibility standards under 49 CFR, Part 26 are permitted to participate as DBEs;
- E. To help remove barriers to participation of DBEs in USDOT-assisted contracts; and
- F. To assist the development of firms that can compete successfully in the marketplace outside the DBE program.

The Director of the Department of Transportation Services is responsible for implementation of this policy. The DBE Liaison Officer will be responsible for the development, administration and monitoring of this program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City in its financial assistance agreements with the USDOT.

This policy statement shall be circulated to agencies of the City and County of Honolulu which expend USDOT funds and to appropriate community and business organizations that perform work on USDOT-assisted contracts.

This statement supersedes the statement executed on November 27, 1989.

8/31/99
Date

_____/s/
JEREMY HARRIS
Mayor
City and County of Honolulu

DISADVANTAGED BUSINESS ENTERPRISE

STATEMENT AND GOAL

To be eligible for award of the Contract, the CONTRACTOR must execute and submit this statement. Failure to complete and submit this statement or the inclusion of a false certification shall be considered as evidence that the proposal is non-responsive.

The CONTRACTOR certifies that it acknowledges Disadvantaged Business Enterprise (DBE) participation goals have been established for this Contract and hereby assures that it will meet the goals or provide appropriate data that sufficient reasonable efforts have been made to do so. The CONTRACTOR is aware of and will comply with applicable Federal and State statutes and regulations concerning disadvantaged business participation in the CITY's programs, and all resolutions and regulations promulgated by the CITY which are incorporated herein by this reference as if fully set forth. The CONTRACTOR asserts that he has taken affirmative action to seek out and consider Disadvantaged Business Enterprises for the portions of the work that are intended to be subcontracted and such affirmative actions are fully documented in the CONTRACTOR's records and are available upon request.

The CONTRACTOR, together with the subcontractors, vendors, and/or joint contractors listed on the following pages, will have DBE participation as follows if the Contract is awarded to the CONTRACTOR:

<u>Type of DBE</u>	<u>Specified DBE Goal for this Contract</u>	<u>Percentage*</u>
Owned and Controlled by DBEs	+ % of the value of the Contract	_____ %

+No Contract goal has been established for this Contract; however, Federal funds will be used for this Contract and DBEs shall have an equal opportunity to receive and participate in the Contract.

* Percentage to be filled in by the CONTRACTOR and such a percentage shall be expressed in terms of the Contract dollar value of the work to be performed by DBEs. If the CONTRACTOR is not able to meet the stated goal, the CONTRACTOR must show good faith efforts in meeting the stated goals as determined by the CITY.

Company Name _____

Principal's Signature _____

Principal's Title _____

Date _____

NOTICE OF REQUIREMENTS FOR PARTICIPATION BY
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)
Pursuant to Title 49, Code of Federal Regulations, Part 26 (49 CFR, Part 26)

- I. GENERAL - The following shall be incorporated as part of the contract documents for compliance. If any requirements herein are in conflict with the general provisions, instruction to bidders, or special provisions applicable to this project, the requirements herein shall prevail unless specifically superseded or amended in the special provisions or by addendum.
- II. DISADVANTAGED BUSINESS ENTERPRISE - This project is subject to Title 49, Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprise in Department of Transportation Programs," hereinafter referred to as the "Regulation," and is incorporated and made a part of this Contract herein by this reference.
- A. Policy. It is the policy of the U.S. Department of Transportation (DOT) and the Hawaii Department of Transportation and all of the political subdivisions of the State of Hawaii (Department) that DBEs, as defined in the Regulation, have an equal opportunity to receive and participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the DBE requirements of the Regulation, apply to this Contract.
- B. DBE Obligation. The CONTRACTOR shall take all necessary and reasonable steps in accordance with the Regulation, to ensure that DBE's have an equal opportunity to compete for and perform on contracts. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts financed in whole or in part with Federal funds.
- C. DBE Assurances. The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of the Regulation in the award and administration of DOT assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in termination of this Contract or such other remedy as the Department deems appropriate.
- The above paragraph must be included in each subcontract the prime contractor signs with a subcontractor.
- D. Failure to Comply with DBE Requirements. All contractors and subcontractors are hereby advised that failure to carry out the requirements specified above constitutes a breach of contract and, after notification to the DOT, may result in termination of the Contract or such other remedy as deemed appropriate by the Department.
- E. Bidders shall fully inform themselves with respect to the requirements of this Regulation, particular attention is directed to the following matters:
1. A DBE must be a small business concern, as defined pursuant to the Regulation, which is owned and controlled by one or more socially and economically disadvantaged individuals.
 2. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime contractor or subcontractor, or vendor of material or supplies.
 3. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
 4. A DBE must be certified by the Hawaii State Department of Transportation (HDOT) before credit may be allowed toward the DBE goals.

- III. DBE GOAL FOR THIS PROJECT - The total DBE participation goal (expressed in percentage terms of the contract dollar value of work performed) is composed of a percent goal for DBEs. This goal is applicable to all the contract work performed for this project and is indicated in the Proposal. The bidder shall indicate in the appropriate space provided in the Proposal form furnished by the Department, the percentage goal of the amount of his or her bid involving DBE participation he or she intends to use in the execution of this Contract.
- IV. DBE INFORMATION - With the exception of the DBE certification application, bidders are required to submit certain information with their bid proposals. Such information is subject to verification by the Department which may require additional information or clarification. The information shall include:
- A. Names of DBEs to be used, with a complete description of work or supplies to be provided by each and the dollar value of each such DBE transaction. (See the Proposal.)
- Firms intending to participate in this project as DBEs must be certified by HDOT no later than the bid opening date. Prime bidders must reasonably assure themselves that prospective subcontractors, manufacturers and suppliers claiming DBE status are in fact certified as such on or before the bid opening date.
- B. Subcontractors, manufacturers and suppliers listed in the Proposal as contributing toward the prime bidder's attainment of the project DBE goal must be certified DBEs, and must complete the ADBE Confirmation Form@ prior to award.
- V. AWARD OF CONTRACT - The Department reserves the right to reject any or all bids. The award of contract, if it be awarded, will be to the lowest responsible bidder who meets or exceeds the contract DBE goal, or makes good faith efforts to do so, as determined by the Department.
- A. If the lowest responsible bidder meets or exceeds the total contract DBE goal, such bidder will be awarded the contract.
- B. If the lowest responsible bidder does not meet the total contract DBE goal, such bidder shall submit information sufficient to satisfy the Department that the firm made good faith efforts to meet the contract DBE goal no later than five (5) working days after notification from the Department. If the Department is satisfied that such bidder has made sufficient good faith efforts to meet the contract DBE goal, such bidder will be awarded the contract.
- C. If the lowest responsible bidder does not meet the total contract DBE goal and does not demonstrate good faith efforts to the satisfaction of the Department, such bidder will be rejected as non-responsive. The Department will consider the next lowest responsible bidder for award in accordance with paragraph A or B above.
- In determining the project DBE goal attainment for a prime bidder, the credit to be allowed such prime bidder for each DBE vendor of materials or supplies listed in his or her proposal will depend upon whether such vendor is (a) only a supplier of such commodities, or (b) a supplier who is also the manufacturer of such commodities, or 8 a supplier who is not the manufacturer but who is required to perform substantial alteration to such commodities before delivery to the prime contractor. The percentage of a vendor's quoted price to the prime bidder which will be credited will be 100% for vendors in the (b) and 8 categories, and 60% for vendors in the (a) category.
- VI. EVIDENCE OF GOOD FAITH EFFORTS -The kinds of efforts that bidders should take and document which will be considered demonstrative of "Good Faith Efforts" include but are not limited to the following:
- A. Whether the bidder solicited through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work and whether the bidder solicited interest within sufficient time to allow the DBEs to respond and if appropriate steps were taken to follow up with interested DBEs;

- B. Whether the bidder selected portions of work to be performed by DBEs and, where appropriate, broke out contract work items into economically feasible units to facilitate DBE participation even when the prime might otherwise prefer to perform these work items with its own forces;
- C. Whether the bidder provided interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to the solicitation.
- D. Whether the bidder negotiated in good faith with interested DBEs (evidence includes names, addresses and phone numbers; description of information provided regarding plans and specifications; and evidence as to why additional agreements could not be reached);
- E. Whether the bidder rejected DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities;
- F. Whether the bidder made efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance;
- G. Whether the bidder made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services; and
- H. Whether the bidder effectively used the services of available minority/women community organizations, contractors' groups or other organizations to provide assistance in recruitment and placement of DBEs;

In determining whether a bidder has made good faith effort, the Department may take into account the performance of other bidders in meeting the Contract goal.

VII. SUBCONTRACTING - Submission of "DBE information" required herein above will satisfy the subcontractor information required for this Contract insofar as DBE subcontractors are concerned.

- A. No substitution of a DBE subcontractor shall be made at any time without the written consent of the Department, and
- B. If a DBE subcontractor is unable to perform successfully and is to be replaced, the CONTRACTOR will be required to make good faith efforts to replace the original DBE subcontractor with another DBE subcontractor;
- C. Agreements between a bidder and a DBE in which a DBE promises not to provide subcontracting quotations to other bidders are prohibited.

VIII. PROMPT PAYMENT.

- A. The CONTRACTOR shall pay all subcontractors within 10 calendar days after receipt of payment from the Department.

When a subcontractor has met all terms and conditions of the subcontract, and there are no bona fide disputes, the CONTRACTOR shall make full payment to the subcontractor of all monies due including retainage within 10 calendar days. The CONTRACTOR must obtain approval from the Department to withhold retainage from any subcontractor who has completed their portion of the work.

IX. RECORDS AND REPORTS - The CONTRACTOR shall keep records as are necessary for the Department to determine compliance with the CONTRACTOR's DBE obligations. The records kept by the CONTRACTOR shall include:

- A. The names of all DBE subcontractors and vendors identified as DBEs category (for vendor indicate also if a supplier or manufacturer);

- B. The nature of work of each DBE subcontractor and vendor;
- C. The dollar amount contracted with and paid to each DBE subcontractor and vendor;

Records shall be available at reasonable times and places for inspection by authorized representatives of the Department and appropriate Federal agencies.

The CONTRACTOR shall submit the DBE Participation Report with their invoice. Payment will not be processed if the DBE participation is not properly completed and attached.

List of DBE Suppliers/Truckers and Manufacturers/Truckers; if more space is needed, attach additional sheets. Attach Subcontractor Confirmation for each DBE listed. DBE credit will not be given if the confirmation sheet is not attached.

				Yes ¹	No				

Name and Address of Manufacturer/Trucker Firm (List only DBEs)	Nature of Work	DBE	Business Start Date	Gross Receipts To Nearest \$Million	Dollar Amount ²
		Yes ¹	No		

¹Firms claiming DBE status must be certified by the State of Hawaii, Department of Transportation (HDOT) no later than the bid opening date. Prime bidders must reasonably assure themselves that listed firms claiming DBE status are in fact certified or certifiable as such by HDOT. Indicate dollar amount for each firm regardless of status. The dollar amount to be entered shall be the amount estimated to be paid to the firm shown (the listed firm's net lump sum quoted price to the prime bidder).

DBE PARTICIPATION REPORT (Sample Format)									
Submit this report with each invoice (request for progress payment or progress report) under this Contract.									
Contract Description:	Contractor Name:								
Contract No.:	Contract Amount (including amendments): \$								
	Current (Invoice #)	To Date							
Period Covered By This Report:									
	A \$	B	\$						
		Type of Services/Material	Subcontract Amount	Payments					
<u>DBE Subcontractor/Vendor/Supplier</u>		<u>Services/Material</u>	<u>Amount</u>	Prior Months	Current Month	To Date			
Name									
Address									
Telephone No.									
Name									
Address									
Telephone No.									
Name									
Address									
Telephone No.									
Name									
Address									
Telephone No.									
Note: Payments to DBE supplier or dealer that is not a manufacturer must be adjusted.									
TOTALS						C			
D. DBE Participation To Date C / B)									
E. DBE Goal for this Contract									

CONFIRMATION BY DBE

The undersign confirms that it is a DBE and is participating in

(Contract/Project Name)

as a subcontractor, manufacturer or supplier to:

(Prime Contractor)

(Print Name of Firm)

(Print Business Address)

By: _____
(Signature)

By: _____
(Print Name)

Title: _____

(Date)

EXHIBIT 2

CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower Tier Participant (potential subcontractor under a major third party contract), _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER TIER PARTICIPANT (POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official

Title

Date

EXHIBIT 3

BUY AMERICA CERTIFICATIONS

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date

Signature

Company Name

Title

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR Part 661.7.

Date

Signature

Company Name

Title

EXHIBIT 4

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

EXHIBIT 5

CONFLICT OF INTEREST

I _____ certify that (check one):
(Name of CONTRACTOR)

☐ I do not have any relationships or conflicts with any firms or individuals that would preclude my selection by DTS as a CONTRACTOR on this Contract.

☐ I have had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may exclude my participation on this Contract. I understand that based on the information I have provided, DTS may exclude me from further consideration and DTS may withdraw my selection. I further certify that the degree and extend of my relationship with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.

(Signature)

(Print Name)

(Date)

GENERAL INSTRUCTIONS TO BIDDERS

1. **BIDDER'S QUESTIONS.** A bidder having questions regarding the bid specifications herein shall submit those questions in writing or fax those questions to:

Purchasing Administrator
Purchasing Division, Department of Budget and Fiscal Services
City and County of Honolulu
530 South King Street, Room 115
Honolulu, Hawaii 96813

Facsimile telephone numbers are (808) 768-3299 (front) and
(808) 768-3177 (back).

Questions as to bid specifications must be submitted in writing or by facsimile machine and must be received by the Purchasing Administrator no later than five (5) working days prior to the bid due date. The City will respond to the questions in a timely manner. The City shall not be obligated to respond to questions not received on a timely basis.

Bidders having questions on other than bid specifications may direct those questions to the person named, if any, on the "Notice to Bidders" page (front cover page of this solicitation).

2. **SUPPLEMENTAL INSTRUCTIONS OR CHANGES.** Any supplemental instructions or changes will be in the form of written addenda to this solicitation. Any addenda will be mailed, faxed, or made available for pick up by all prospective bidders, prior to the date fixed for the opening of bids. It shall be presumed that any addenda so issued have been received by a bidder and such addenda shall become a part of the bid submittal.

Bidders who have not obtained this bid solicitation document directly from the City Purchasing Division shall be responsible for immediately notifying the City Purchasing Division to receive all written addenda on a timely basis. Bidders who do not so notify the Purchasing Division and submit bids without receipt of all addenda issued may be deemed to have submitted bids not responsive to the bid solicitation.

3. **PREPARATION OF BIDS.** Bids shall be prepared and submitted on forms furnished by the Purchasing Division or on an exact copy thereof in full accordance with the instructions given. Unless otherwise noted in the Special Provisions or other section of this solicitation, bidders may bid on any of the items listed on the bid form, leaving the others blank. Any bid which contains omissions (except as noted above), alterations, additions not called for, conditional bids or irregularities of any kind, may be rejected. Bids not responsive to this solicitation shall be rejected.

Bids must be signed in ink by the person or persons duly authorized to sign bids in the space provided for signature on the bid forms. Unsigned

bids may be rejected.

If a contract is awarded, the successful bidder shall execute the contract as follows: In the case of a domestic corporation, the title or titles of the person or persons signing must be stated and the corporate seal affixed thereto. In the case of a foreign corporation, if the corporate seal is not readily available, a copy of a resolution of the Board of Directors of such corporation, or other written evidence of authority signed by an officer of the corporation, authorizing the person or persons signing to execute bids, contracts and all other necessary documents in connection therewith shall be attached. Where the bidder is an association or group, the title or titles of the person or persons signing must be stated and an affidavit of the association or group must be attached which acknowledges the authority of the signer or signers to sign bids, contracts and all other necessary documents in connection therewith for the association or group.

Bids shall be typewritten or printed in ink. Errors may be erased or crossed out, and corrections typewritten or printed in ink but must be initialed in ink by the person or persons signing the bids.

Any illegible or otherwise unrecognizable price bid shall be cause for automatic rejection of the bid.

A facsimile of the signature of the person or persons authorized to sign bids may be submitted in the space provided for signature on the bid form only. However, the bidder must provide the original signature(s) on the bid form within two (2) City working days from the date of bid opening, unless otherwise authorized by the Director of Budget and Fiscal Services (Director).

Unsigned bids may be rejected.

Bid price(s) offered shall remain valid for a minimum of sixty (60) calendar days, unless otherwise specified in the Special Provisions or other section of this solicitation.

All costs to prepare and submit a bid shall be at the bidder's expense.

4. **TAXES.** Unless otherwise specified in this solicitation document, the bidder shall include and be responsible for paying all taxes, which shall be applicable to the goods or services or the furnishing or sale thereof.

A prospective bidder 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, the applicable use tax, or other taxes will apply to the bidder or Contractor.

5. **RESPONSIBILITY OF OFFERORS.** In accordance with §3-122-112, as amended, Hawaii Administrative Rules, the successful Offeror shall produce documents, as specified below, to the City Purchasing Division at the time of award of the contract, unless otherwise specified below or in the Special Provisions of the bid document, to demonstrate compliance with this section.

a. HRS Chapter 237 tax clearance requirement for award and final payment. Instructions are as follows:

Pursuant to §103D-328, Hawaii Revised Statutes (HRS) as amended, the successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date it is received by the City Purchasing Division.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX TAX CLEARANCE APPLICATION Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information):
<http://www.state.hi.us/tax/al1alpalist.htm>
DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the tax clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the City Purchasing Division.

The successful Offeror must obtain and provide the tax clearance within twenty-one (21) calendar days of the City's request, unless otherwise specified in the Special Provisions of this bid document, or otherwise authorized by the City Purchasing Administrator. Failure to obtain the tax clearance within the specified time shall result in rejection of the bid and the City may award the contract to another vendor.

DOTAX and the IRS will provide extra certified copies of the clearances upon you request. Hence, you may want to request extra certified copies if you anticipate entering into several other potential contracts.

Contractor is also required to submit a tax clearance certificate for final payment on any contract over \$25,000. The tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

- b. HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, successful Offeror shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The Certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the City Purchasing Division. A photocopy of the certificate is acceptable.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the City Purchasing Division.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the City Purchasing Division.

- c. Requirement for award. To be eligible for award, the Offeror must comply as follows:

Hawaii Business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, Offeror shall submit a *CERTIFICATE OF GOOD STANDING* issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. An Offeror's status as sole proprietor or other business entity and its business street address will be used to confirm that the Offeror is a Hawaii business.

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, Offeror shall submit a *CERTIFICATE OF GOOD STANDING*.

To obtain a *CERTIFICATE OF GOOD STANDING* go online to www.BusinessRegistrations.com and follow the prompt instructions. To register or to obtain a "Certificate of Good Standing" by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST).

The "Certificate of Good Standing" is valid for six months from date of issue and must be valid on the date it is received by the City Purchasing Division. Offerors are advised that there are costs associated with registering and obtaining a "Certificate of Good Standing" from the DCCA. A photocopy of the certificate is acceptable.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the City Purchasing Division as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. In addition to a tax clearance certificate an original "Certification of Compliance for Final Payment (SPO Form-22)", attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu. These requirements do not apply to contracts less than \$25,000, or any small purchase contract; nor do they apply to price or vendor list purchases.

6. **OUT-OF-STATE BIDDERS.** Section 103.53.5, Hawaii Revised Statutes related to out-of-state bidders has been repealed.

7. **SUBMISSION OF BIDS.** Before submitting bids, bidders must read and examine the Special Provisions, Specifications, or Proposal and Specifications, General Terms and Conditions, and all other bid documents attached hereto and by reference made a part hereof. Submission of bids shall be deemed verification of such reading and examination.

The general terms and conditions, specifications, special provisions and other documents referenced in or attached to the solicitation shall be considered a part of the submittal of the bidder whether attached to the bid or not at the time of its submission. Such documents shall not be altered in any way when the bid is submitted and any alterations so made by the bidder may be sufficient cause for rejection of the bid.

Bids shall be sealed in envelopes. The bid number, bidder's name and address, and closing date of the bid must be printed on the outside of the envelope. The bidder is responsible for the accuracy of printing the bid number and the closing date of the bid on the outside of the envelope. The bid envelope must be time stamped and deposited at the designated location in the Office of the Purchasing Division, Room 115, City Hall, 530 S. King Street, Honolulu, Hawaii 96813. All bid envelopes must bear the Purchasing Division's time stamp mark. Envelopes which are not time stamped or which are time stamped after the specified bid opening time and date shall be rejected.

Bidders are responsible for the submission of their bids on a timely basis. However, a late bid shall not be considered late if received before contract

award and would have been timely but for the action or inaction of personnel within the offices of the Director of Budget and Fiscal Services or the Division of Purchasing.

Unless multiple or alternate bids are specifically provided for or allowed in the Special Provisions or another section of this bid solicitation, multiple or alternate bids shall not be accepted and shall be rejected. However, if a bidder clearly indicates a primary bid, it shall be considered for award as though it is the only bid submitted by the bidder.

Copies of bids transmitted directly to the City Purchasing Division via facsimile machine shall not be acceptable, unless otherwise specified in the Special Provisions or other section of this solicitation.

If there is any evidence indicating that two or more bidders are in collusion to restrict competitive bidding, the bids of all such bidders shall be rejected and such evidence may be cause for the disqualification of the participants on any future proposal for any contract with the City.

8. **BID OPENINGS.** The opening of tenders under this solicitation for bids shall be by a representative of the Director of Budget and Fiscal Services, at the hour and place stated in the call for tenders, in the presence of all bidders who attend.

The opened bids shall be available for public inspection at the time of bid opening except to the extent that the bidder designates trade secrets or other proprietary data to be confidential. Bidders shall ensure that material so designated as confidential shall be readily separable from the bid in order to facilitate public inspection of the nonconfidential portion of the bid. Prices and makes and model or catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.

9. **MODIFICATIONS.** Bids may be modified or withdrawn prior to the deadline for submittal of bids when the modification or withdrawal is addressed to the Director or the Purchasing Administrator and received in the City Purchasing Division, Room 115, 530 S. King Street, Honolulu, Hawaii 96813, by the following documents:

Withdrawal of bids: a written notice; a faxed notice; or a telegraphic message received by telephone by the Purchasing Division from the receiving telegraph company office, provided the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at the telegraph company office prior to the due date and time for bids.

Modification of bid: a written notice that a modification to the bid is submitted and is accompanied by the actual modification(s) securely sealed in a separate envelope or container. No oral, facsimile, telephonic, or telegraphic modification of bid will be considered.

Any notice of withdrawal, notice of modification of a bid with the actual modification, or any bid received at the place designated for receipt

and opening of a bid after the time and date set for receipt and opening of bids is late and shall be rejected. However, a late withdrawal or late modification shall not be considered late if received before contract award and would have been timely but for the action or inaction of personnel within the offices of the Director of Budget and Fiscal Services or the Division of Purchasing.

10. BROCHURES, SPECIFICATIONS, AND QUESTIONNAIRES. Whenever a questionnaire is attached to the bid form, bidders shall complete and submit such questionnaire with their bids, together with all specifications and brochures.

The Director reserves the right to require bidders to provide, at their own expense, within ten (10) calendar days, unless otherwise specified in the Special Provisions or other section of this solicitation, from the date of the City's request, all specifications and brochures on the item or items offered. Failure to comply with the City's request within the time specified may be sufficient cause for rejection of a bid.

Whenever the completion and submission of a questionnaire is required, all specifications and brochures submitted by the bidder shall be properly annotated identifying all applicable data on the item(s) being offered and shall fully substantiate the information requested in the questionnaire. In the event the information requested in the questionnaire cannot be substantiated by the manufacturer's specifications and brochures, the manufacturer shall certify in writing that the item(s) will be manufactured in accordance with the bid questionnaire and manufacturer's specifications.

Failure to comply with the requirements herein may be sufficient cause for rejection of a bid.

11. QUALIFICATION OF BIDDERS. Prospective bidders must be capable of performing the work for which bids are being called. Either before or after the deadline for bid submittal, the City may require a bidder to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the bidder's ability to furnish satisfactorily the goods or services being solicited by the City. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signature of the person who signs the bid. Any bidder who refuses to answer such inquiries will be considered non-responsive. All answers to such questions will be handled by the City on a confidential basis and will be returned after they have served their purpose.

The City also reserves the right to visit a bidder's place of business to inspect the bidder's facilities and equipment and to observe the methods of operation, including personnel, in order to facilitate evaluation of performance capabilities.

The Director shall be the sole judge of the qualifications of the bidder to perform the contract.

12. DISQUALIFICATION OF BIDDERS. A bidder shall be disqualified and its

bid automatically rejected for any one or more of the following reasons: bidder is under suspension or debarred from consideration of contract award in accordance with Chapter 126, Subchapter 2, Hawaii Administrative Rules (HAR); bidder lacks proper equipment and/or sufficient experience to perform the work contemplated; bidder does not meet or comply with bid requirements; goods or services offered does not meet or comply with bid requirements or bid specifications; bidder submits a bid not responsive to the bid solicitation; bidder does not possess proper license, if required to cover the type of work contemplated, at the time of the bid submittal due date, unless otherwise specified in this solicitation; bidder delivers its bid after the deadline specified in the public notice calling for bids, or as amended, except as allowed in Section 3-122-29 (1), HAR; bidder is determined to be non-responsible; or bidder fails to pay, or satisfactorily settle, all bills overdue for labor and material on former City contracts prior to the bid submittal due date.

13. IRREGULAR BIDS. Bids will be considered irregular and shall be rejected for the following reasons including but not limited to the following: if a bid guaranty is required and is received separately from the bid; if a bid guaranty is required and is not identifiable as guaranty for a specific bid; if a bid guaranty is required and is received after the date and time set for the opening; if a bid guaranty is required and is not in accordance with acceptable bid security requirements of Chapter 122, Subchapter 24, HAR; if the bidder or surety fails to sign the surety bond submitted as bid guaranty; if bidder fails to use the surety bond form furnished by the City or identical wording contained in the said form when submitting a surety bond as bid guaranty; if the bid is conditioned upon receiving award of both this particular contract being solicited and another City, County or State of Hawaii contract; if the bidder shows any non-compliance with applicable law or contains any unauthorized additions or deletions, or is in anyway making the bid incomplete, conditional, indefinite, or ambiguous as to its meaning; or is unbalanced in which the bid price for any item is obviously out of proportion to the prices for other items.

14. BRAND OR TRADE NAME. Whenever one or more manufacturer's brand or trade name is specified, bidders shall base their bids on one of the specified brands. However, other manufacturers' brands may also qualify if found to be equal to or better than those specified. A bid based on an unspecified brand will be subject to evaluation as to its comparable quality, including quality or adequacy of manufacturer and dealer support.

The burden of proof as to the comparable quality of alternate products shall be upon the bidder and the bidder shall, at the bidder's own expense, furnish within ten (10) calendar days, unless otherwise specified in the Special Provision or other section of this solicitation, from the date of the City's request, all necessary information and/or exact samples of the item(s) being considered for award. The Officer in Charge reserves the right to determine whether alternate brands are equivalent to and meet the indicated standards of quality, and the decision shall be final.

15. WAIVER OF MINOR DEVIATIONS. The Director reserves the right to waive and/or accept any minor deviations from the specifications and/or terms and conditions, if in the Director's opinion such waiver will be in the best

interest of the City, and that such waiver shall not affect the standards of performance, operation, capacities or capabilities of the item offered.

16. BIDDER MISTAKES. Bidder mistakes may be corrected if the mistake is a minor informality which is a matter of form rather than substance evident from the bid document or is an insignificant mistake that can be waived by the Director or corrected by the bidder without prejudice to other bidders depending on which is in the best interest of the City; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible.

If a mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of such mistakes include: typographical errors; errors in extending unit prices; transposition errors; and arithmetical errors. In the event of a discrepancy between unit bid prices and extensions, the unit price shall govern. In case of error in addition, the amount offered for each item added shall govern.

17. AWARD OF CONTRACT. RIGHT TO REJECT BIDS. Unless otherwise specified in the Special Provisions or other section of this solicitation, the Director will issue a written award of the contract, if an award is made, to the responsive and lowest responsible bidder on each individual item called for. The Director reserves the right to reject any or all bids, or any part thereof, or waive any defects, when in the Director's opinion, such rejection or waiver will be in the best interest of the City.

A notice of award of the contract, if any, shall be posted at the following location:

Office of the Purchasing Division
530 S. King Street, Room 115
Honolulu, Hawaii 96813

18. LOW TIE BIDS. In the event low tie bids or low identical priced bids are received from responsive and responsible bidders, award shall be made in accordance with Chapter 3-122, Subchapter 5, HAR.

19. WITHDRAWAL OF BID AFTER DEADLINE FOR BID SUBMITTAL. A bidder may be permitted to withdraw a low bid if a mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or the bidder submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.

20. AWARD LESS THAN \$50,000. On any individual award totaling less than \$50,000, the Director reserves the right to award the contract by Purchase Order. Also, on any individual award on a price commitment agreement, where the estimated total purchase expenditure for the duration of the agreement is less than \$50,000, the Director reserves the right to award the contract by letter. Award by Purchase Order or award by letter shall result in a binding contract between the parties without further action by either the Contractor or the City. The contract, whether awarded by purchase order or by letter, shall be performed in accordance with the terms set forth in the General Terms

and Conditions, Proposal and Specifications, Special Provisions and all other sections or documents which are attached hereto.

For awards made by purchase order or by letter, the Director may waive any requirement for security for faithful performance that may be required in the solicitation for bids.

21. **CANCELLATION OF AWARD.** The Director reserves the right to cancel an award at any time prior to the signing of the contract by the City.

22. **PROTEST PROCEDURES.** Protests on any part of this invitation for bids or award of contract shall be made pursuant to Hawaii Revised Statutes Section 103D, as amended, and applicable provisions of the Hawaii Administrative Rules.

23. **SPECIAL PROVISIONS, REQUIREMENTS OR SPECIFICATIONS.** Whenever separate proposal section, special provisions, requirements, specifications or plans are referred to or attached hereto, they shall be considered a part of this bid solicitation document as if contained herein. Should any of the proposal section, special provisions, requirements, specifications or plans conflict with these instructions to bidders, said proposals, special provisions, requirements, specifications or plans shall govern.

**GENERAL TERMS AND CONDITIONS
FOR GOODS AND SERVICES
FOR THE CITY AND COUNTY OF HONOLULU**

1. DEFINITIONS. Whenever used herein:

- a. **"CITY"** means the City and County of Honolulu.
- b. **"CHANGE ORDER"** means a written order signed by the Contracting Officer of the City directing the Contractor to make changes to the contract, without the consent of the Contractor.
- c. **"CHIEF PROCUREMENT OFFICER"** means the Director of Budget and Fiscal Services of the City.
- d. **"CONTRACT"** means the written agreement covering the specifications, scope of work, performance of the services or providing the goods required. The contract also includes the special provisions, and the general terms and conditions, any modifications of the contract in writing and written orders of the Director and Officer-in-Charge. It also includes any terms implied by law.
- e. **"CONTRACT MODIFICATION"** means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
- f. **"CONTRACTOR"** means the person, as defined in Section 103-41, Hawaii Revised Statutes, duly entering into the contract with the City in connection with these General Terms and Conditions.
- g. **"DAYS"** means calendar days unless otherwise specified.
- h. **"DIRECTOR"** means the Director of Budget and Fiscal Services of the City, who has been duly authorized to act as the Contracting Officer of the City.
- i. **"HAR"** refers to Hawaii Administrative Rules of the Procurement Policy Board of the State of Hawaii. Copies of the HAR are available for examination at the Purchasing Division and are available for purchase at the State of Hawaii, Department of Accounting and General Services.
- j. **"OFFICER IN CHARGE"** means the Director(s) of the Department of the City requesting or ordering the goods or services specified under this contract.

- k. **"OFFICIAL COMMENCEMENT DATE"** means the commencement date for work or delivery designated in the written "Notice to Proceed" issued by the Officer in Charge, or the Director, after execution of the contract by the City. The term **"OFFICIAL COMMENCEMENT DATE"** applies to definite quantity goods or services contracts only, unless otherwise specified in the Special Provisions.
- l. **"PURCHASING DIVISION"** means the Division of Purchasing, Department of Budget and Fiscal Services of the City.
- m. **"SOLICITATION"** means an invitation for bids ("IFB"), used in the competitive sealed bidding process for the purpose of obtaining bids to perform a contract.
- n. **"STATE"** means State of Hawaii, unless otherwise specified.
- o. **"WORK"** means the furnishing by the Contractor of all labor, services, materials, equipment, and other incidentals necessary for the satisfactory performance of the contract.

2. **GENERAL TERMS AND CONDITIONS INTENDED TO COVER.** These General Terms and Conditions are intended to cover the furnishing and paying for goods and services called for, including delivery to the places designated, unless otherwise specified by any proposals, special provisions, requirements, specifications or plans referenced or attached hereto.

3. **SPECIAL PROVISIONS, REQUIREMENTS OR SPECIFICATIONS.** Whenever separate proposals, special provisions, requirements, specifications or plans are referenced or attached hereto, they shall be considered a part of the contract as if contained herein. Should any of the proposals, special provisions, requirements, specifications or plans conflict with these General Terms and Conditions, said proposals, special provisions, requirements, specifications or plans shall govern.

4. **CONSTRUCTION OF CONTRACT.** The masculine shall be deemed to embrace and include the feminine and the singular shall be deemed to embrace and include the plural, whenever required in the context of the contract.

5. **INTERPRETATION OF BID PROPOSAL, SPECIAL PROVISIONS, REQUIREMENTS, PLANS, SPECIFICATIONS, AND GENERAL TERMS AND CONDITIONS.** In case of any doubt as to the meaning of any proposal, special provisions, requirements, specifications, plans, and general terms and conditions, the interpretation by the Director shall control. All directions and explanations required or necessary to complete the contract shall be formulated by the Director or an authorized representative.

6. **EXECUTION OF CONTRACT.** This contract shall not be considered binding upon the City until the contract has been fully and properly executed by all the parties thereto.

7. **DELIVERY.** This clause shall apply to definite quantity goods or services contracts only. The number of calendar days for delivery of goods or completion of contract will be calculated from the official commencement date.

After the contract is signed by the Director, the Officer in Charge or the Director will issue to the Contractor a written "Notice to Proceed" establishing the official commencement date.

Should the Contractor begin work or make delivery in advance of the official commencement date, such work or delivery shall be considered as having been done at the bidder's own risk and expense as a volunteer and no payment will be owed to the Contractor for such advance work or delivery.

The service, material or goods shall be performed, completed or delivered on or before the due date specified by the City in its "Notice to Proceed." Should job completion or delivery of goods or services be delayed on account of any act or omission on the part of the City, extraordinary weather, fire, other extraordinary reasons for which the Contractor is not responsible, or by any other circumstances for which the Contractor has not control, the due date for such performance may be extended by the Director. The Director shall be the final judge for extending the due date of any contract, provided that written application for an extension of time is filed by the Contractor with the Director before the expiration of the due date or before the expiration of any extended time limit. The request for extension shall be in writing and include documents such as Contractor's Purchase Order, manufacturers' acknowledgment, shipping manifest and any other documents substantiating the causes of such delay. Such extension, if granted, shall not be deemed a waiver of the right to terminate the contract for other or additional delays not covered by the specific terms of such extensions(s).

The Contractor shall deliver the materials or goods and furnish the services at such particular location designated and in the manner directed by the Director.

8. CONTRACT ADMINISTRATION. It is expressly understood and agreed that the Contractor is an independent Contractor, with the authority to control and direct the performance and details of the work and services herein contemplated; however, the City retains the general right of inspection by a designated representative in order to judge, whether in the City's opinion, such work is being performed by the Contractor in accordance with the terms of this agreement.

9. COMPLIANCE WITH CONTRACT TERMS, ETC. The work shall be completed in conformity with the specifications and each and every requirement of the general terms and conditions and other provisions forming a part of the contract. In the event the Contractor fails to so perform, the chief procurement officer, in addition to any other recourse, reserves the right to suspend the Contractor from bidding on any or all contracts of the City, State of Hawaii, or other counties of the State, pursuant to Chapter 3-126, HAR.

10. TAXES. Unless otherwise specified in the Special Provisions or other section of the solicitation document or contract, the bidder or Contractor shall include and be responsible for paying all taxes which shall be applicable to the goods or services or the furnishing or sale thereof.

11. **CHANGE ORDERS AND MODIFICATIONS.** The Contractor will not undertake to perform any portion of the contract work affected by changes until authorized by the Director or an authorized representative in writing or until a change order or modification has been approved and issued.

12. **STANDARD EQUIPMENT.** Whenever the word "standard" is used in these specifications to describe any item, piece of equipment, or parts assembly, it shall be construed to mean that the items or assemblies so described shall be the newest, regular, and current product of the manufacturer thereof. Such product shall be identified by a model or other designation without modification or omission of any of its usual parts, or the substitution of others, except as hereinafter specified, and the details, capacities and ratings must conform in every respect to the said manufacturer's catalog or other printed matter describing the items or assemblies. Standard sub-assemblies, accessories, fittings and finishes shall be construed to be those which are regularly furnished as a part of the principal unit or assembly and shall be included in the selling price thereof.

13. **QUALITY OF GOODS.** Unless otherwise specified, any goods required by the bid solicitation or contract shall be new and the best quality of its kind, and shall be goods of recognized manufacturers, unless otherwise specified in the Special Provisions, Specifications, or other section of the contract.

14. **INSURANCE REQUIREMENTS.** Whenever insurance coverages are required of the Contractor under this contract, the Contractor shall keep in force the insurance policy(s) for the duration of the contract period, unless otherwise specified. Failure to comply shall be regarded as material default under this contract, entitling the City to exercise any or all of the remedies provided in this contract for a default of the Contractor.

15. **INDEMNITY.** The Contractor shall indemnify, hold harmless and defend the City and its officers, employees, agents, and representatives from all suits, actions, claims, damages, and judgments of any character that may be brought against the City by whomsoever, on account of any injuries or damages sustained by any person and property, due to the negligent acts or omissions by the Contractor, or any of its officers, employees, subcontractors, assignees, or representatives, in the performance of the contract. In the event the City and the Contractor are found to be joint tortfeasors with respect to any such injuries or damages, the Contractor's obligations to indemnify the City under this section shall extend only to the Contractor's pro rata share of negligence as determined in accordance with Section 663-12, Hawaii Revised Statutes as amended.

16. **PATENTED ARTICLE.** The Contractor shall hold the City and all its officers, agents, servants and employees harmless against all claims arising from the use of any patented article, patented process, or patented appliance used in connection with the contract. Any royalties due or becoming due for the use of any patented article or process shall be paid by the Contractor and considered to be originally included within the proposal and contract price.

17. CHANGE ORDERS.

- a. Change order. By written order, at any time, and without notice to any surety, the Director may, unilaterally, order of the Contractor: 1) Changes in the work within the general scope of the contract; and 2) Changes in the time of performance of the contract that do not alter the scope of the contract work.
- b. Adjustments of price or performance time. If any change order increases or decreases the Contractor's cost of, or the time required for, performance of any part of the work under this contract, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this section shall be determined, where applicable, in accordance with the Price Adjustment clause of the General Terms and Conditions or as negotiated. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the contract as changed, provided that the Director or an authorized City representative promptly and duly makes the provisional adjustments in payment or time for the direct costs of the work as the City deems reasonable. The right of the Contractor to dispute the contract price or time or both shall not be waived by its performing the work, provided however, that it follows the written notice requirements for disputes and claims established by the contract or these terms.
- c. Time period for claim. Within ten (10) days after receipt of a written change order unless the period is extended by the Director or an authorized City representative in writing, the Contractor shall respond with a claim for an adjustment. The requirement for a timely written response shall not be waived and shall be a condition precedent to the assertion of a claim.
- d. Claim barred after final payment. No claim by the Contractor for an adjustment hereunder shall be allowed if written response is not given prior to final payment under this contract.
- e. Claims not barred. In the absence of a change order, nothing in this clause shall be deemed to restrict the Contractor's right to pursue a claim under the contract or for breach of contract.

18. MODIFICATIONS TO CONTRACT.

- a. Contract modification. By a written order, at any time, and without notice to any surety, the Director or an authorized representative, subject to mutual agreement of the parties to the contract and subject to all appropriate adjustments, may make modifications within the general scope of this contract to include any one or more of the following:
 - 1. Drawings, designs, or specifications, for the goods to be furnished;
 - 2. Method of shipment or packing;
 - a. Place of delivery;
 - b. Description of services to be performed;
 - c. Time of performance (i.e., hours of the day, days of the week, etc.);
 - d. Place of performance of the services; or
 - e. Other provisions of the contract accomplished by mutual action of the parties to the contract.
- b. Adjustments of price or time for performance. If any modification increases or decreases the Contractor's cost of, or the time required for, performance of any part of the work under this contract, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this contract or as negotiated.
- c. Claim barred after final payment. No claim by the Contractor for an adjustment hereunder shall be allowed if written agreement of modification is not made prior to final payment under this contract.
- d. Claims not barred. In the absence of a contract modification, nothing in this clause shall be deemed to restrict the Contractor's right to pursue a claim under the contract or for a breach of contract.

19. PROMPT PAYMENT BY CONTRACTORS TO SUBCONTRACTORS.

- a. Prompt payment. Any money, other than retainage, paid to a Contractor shall be dispersed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
- b. Upon final payment to the Contractor, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.

20. STOP WORK ORDERS.

- a. Order to stop work. The Director, may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding sixty (60) days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this paragraph. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Director shall either: (1) Cancel the stop work order; or (2) Terminate the work covered by such order as provided in the "termination for default clause" or the "termination for convenience clause" of this contract.
- b. Cancellation or expiration of the order. If a stop work order issued under this section is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly, if: (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and (2) The Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Director decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. Termination of stopped work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract.

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

- a. Price adjustment.

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

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

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

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

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

- b. Submission of cost or pricing data. The Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Chapter 3-122, Subchapter 15, HAR.

22. PAYMENTS. Payments will be authorized by the Director after completion of performance or delivery and acceptance by the Director of all materials, goods, and services stipulated in the contract or Purchase Order and after the invoices, in triplicate, are received by the ordering agency, Attention: Fiscal Officer. The invoices must list the following information: contract and confirmation purchase order numbers (if any), item numbers, description of items, quantities, unit prices, and extended totals. Further, in the event that the Contractor is providing equipment under the contract or Purchase Order, the Contractor must also provide the following information with the submittal of its invoices: equipment make, model, serial number, and the specific equipment delivery or installation location, including delivery address and building facility room number, if such information is made available to the Contractor. Various equipment that make up a system shall be listed individually. Providing the aforementioned equipment information is required before payment is made to the Contractor. Attached is a SAMPLE OF EQUIPMENT LISTING showing how a Contractor shall provide the equipment information required. Payments will be computed in accordance with any applicable unit prices bid.

Payments will be made as soon thereafter as the regular course of business will allow; provided, however, that payments shall be made no later than thirty (30) calendar days following receipt of the statement for goods received and services completed.

Unless otherwise specified, partial payment(s) for any item or portion of any item under the contract may be permitted. Said partial payment(s) may be authorized by the Officer in Charge or an authorized representative, provided that delivery and acceptance of the item is made before the contract delivery date and upon submittal of proper invoices and substantiating documents by the Contractor. Said authorization by the Officer in Charge or an authorized representative shall be by endorsement on the submitted invoice; no other action will be required to effect the partial payment(s).

Also, in accordance with Sections 103-53 and 103D, HRS as amended, final payment under any contract of \$25,000 or more shall be withheld until the Contractor secures and the City receives tax clearances from the Director of Taxation of the State of Hawaii and the Internal Revenue Service to the effect that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued, under Title 14 that are administered by the Department of Taxation of the State of Hawaii and under the Internal Revenue Code against the Contractor have been paid. The tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to a tax clearance certificate an original "Certification of Compliance for Final Payment (SPO Form-22)", attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu. These requirements do not apply to contracts less than \$25,000, or any small purchase contract; nor do they apply to price or vendor list purchases.

23. VARIATION IN QUANTITY FOR DEFINITE QUANTITY CONTRACT. This clause shall apply to definite quantity goods or services contracts only. Upon the agreement of the parties, the quantity of goods or services or both specified in the contract may be increased by a maximum of twenty percent (20%) provided: the unit prices will remain the same except for any price adjustments otherwise applicable; and the Director or an authorized representative makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

24. SUBLETTING. The Contractor shall not sublet any of the work to be performed without written permission from the Director. The subcontracting shall not, under any circumstances, relieve the Contractor of the Contractor's obligation and liability under the contract with the City. All persons engaged in performing the work covered by the contract shall be considered as agents of the Contractor, and shall be subject to the provisions thereof.

25. ASSIGNMENT OF MONEY DUE OR PAYABLE. No assignment of money due or to become due to a Contractor on any City contract shall be made without prior written consent of the Director. Such consent shall be given and such an assignment shall be accepted only if the assignment meets the following requirements:

- a. The assignment must be money due or to become due on a formal contract. A formal contract is a contract in writing which has been approved as to form and legality by the Corporation Counsel, and certified as to availability of funds by the Director of Budget and Fiscal Services. A formal contract does not include a Purchase Order or letter contract.
- b. The assignment must be the entire amount due or to become due on the contract and the amount due or to become due must be not less than one thousand dollars (\$1,000).

26. **CONTRACT NOT BINDING UNLESS FUNDS AVAILABLE.** No contract awarded shall be binding or of any force and effect unless the Director has, in accordance with Section 103D-309, HRS, endorsed thereon a certificate 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; with the exception of a multi-term contract, whereby, the Director shall only be required to certify that there is an appropriation or balance of an appropriation over and above all outstanding contracts, that is sufficient to cover the amount required to be paid under the contract during the fiscal year or remaining portion of the fiscal year of each term of the multi-year contract; provided further that this section shall not apply to any contract in which the total amount payable to the Contractor cannot be accurately estimated at the time the contract is to be awarded.

In any contract involving not only City funds but supplemental funds from the federal government, this section shall be applicable only to that portion of the contract price as is payable out of City funds. As to the portion of the contract price as is expressed in the contract to be payable out of federal funds, the contract shall be construed to be an agreement to pay the portion to the Contractor, only out of federal funds to be received from the federal government. This paragraph shall be liberally construed so as not to hinder or impede the City in contracting for any project involving financial aid from the federal government.

27. **NOVATION OR CHANGE OF NAME.**

- a. No assignment of contract. No City contract is transferable, or otherwise assignable, without the written consent of the Director provided, that a Contractor may assign monies receivable under a contract after due notice to the City, subject to the assignment of money due or payable clause specified under this contract.
- b. Recognition of a successor in interest; assignment. When in the best interest of the City, a successor in interest may be recognized in a novation agreement in which the transferor and the transferee shall agree that: the transferee assumes all of the transferor's obligations; the transferor remains liable for all obligations under the contract but waives all rights under the contract as against the City; and unless the transferor guarantees performance of the contract by the transferee, the transferee shall furnish all required bonds.
- c. Change of name. When a Contractor requests to change the name in which it holds a contract with the City, the Director shall, upon receipt of a document indicating such change of name (for example an amendment to the articles of incorporation of the corporation), enter into an agreement with the requesting Contractor to effect such a change of name. The agreement changing the name shall specifically indicate that no other terms and conditions of the contract are thereby changed.
- d. Reports. All change of name or novation agreements effected hereunder shall be reported to the Director within thirty (30) days of the date that the agreement becomes effective.

- e. Actions affecting more than one purchasing agency. Notwithstanding the provisions of paragraphs a through c, when a Contractor holds contracts with more than one purchasing agency of the City, the novation or change of name agreements herein authorized shall be processed only through the Office of the Director.

28. CLAIMS BASED ON CITY'S ACTIONS OR OMISSIONS.

- a. Notice of Claim. If any action or omission on the part of the Director or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the Contractor for additional compensation, damages, or an extension of time for completion, the Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

The Contractor shall have given written notice to the Director or designee of such officer: (a) Prior to the commencement of the work involved, if at that time the Contractor knows of the occurrence of such action or omission; or (b) Within thirty (30) days after the Contractor knows of such action or omission if the Contractor did not have such knowledge prior to the commencement of the work; or (c) Within such further time as may be allowed by the Director in writing.

This notice shall state that the Contractor regards the act or omission as a reason which may entitle the Contractor to additional compensation, damages, or an extension of time. The Director or designee of such officer, upon receipt of such notice may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Director or designee of such officer;

The notice required by subparagraph (1) describes as clearly as practicable at the time the reasons why the Contractor believes that additional compensation, damages, or an extension of time may be remedies to which the Contractor is entitled; and

The Contractor maintains and, upon request, makes available to the Director within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

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

- c. Adjustments of price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of the contract.

29. **TERMINATION FOR DEFAULT.**

- a. Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Director may notify the Contractor in writing of the delay or non-performance, and if not cured in ten (10) days or any longer time specified in writing by the Director, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or other breach of contract.

Should the Contractor commit the same or similar substantial breaches of the contract on multiple occasions, the first correction, if any, by the Contractor of such breaches may be considered to be only a temporary correction, and not a cure. In such event the contract may be terminated.

In the event of termination in whole or in part, the Director may procure similar goods or services in a manner and upon terms deemed appropriate by the Director. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- b. Contractor's duties. Notwithstanding termination of the contract and subject to any directions from the Director, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
- c. Compensation. Payment for completed goods delivered and accepted by the City shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Director; if the parties fail to agree, the Director shall set an amount subject to the Contractor's rights under Chapter 3-126, HAR. The City may withhold from amounts due the Contractor such sums as the Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

- d. Excuse for nonperformance or delayed performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, if the Contractor has notified the Director within fifteen (15) days after the cause of the delay and the failure arises out of causes, including but not limited to the following: acts of God; acts of the public enemy; acts of the State of Hawaii and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if the failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements.

Upon request of the Contractor, the Director shall ascertain the facts and extent of the failure, and, if the officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled in fixed-price contracts, "Termination for Convenience" and in cost-reimbursement contract, "Termination". As used in this paragraph of this clause, the term "subcontractor" means subcontractor at any tier.

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

30. **TERMINATION FOR CONVENIENCE.**

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

- b. Contractor's obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the dates set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work subject to the City's approval. The Director may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- c. Right to goods. The Director may require the Contractor to transfer title and deliver to the City in the manner and to the extent directed by the Director: any completed goods; and the partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights, hereinafter called "manufacturing material," as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

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

d. Compensation:

- (1) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by Chapter 3-122, Subchapter 15, HAR, bearing on such claim. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Director may pay the Contractor, if at all, an amount set in accordance with Subparagraph (3) below.
- (2) The Director and the Contractor may agree to settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by Chapter 3-122, Subchapter 15, HAR, and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the City, the proceeds of any sales of goods and manufacturing materials under Paragraph c. of this clause, and the contract price of the work not terminated.

(3) Absent complete agreement under Subparagraph (2), the Director shall pay the Contractor the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this subparagraph for the following:

- (a) Contract prices for goods or services accepted under the contract;
- (b) Costs incurred in preparing to perform and performing the terminated portion of the work plus a five percent (5%) markup on actual direct costs on such portion of the work, such markup shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided that, if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no markup shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
- (c) Subject to the prior approval of the procurement office, the costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph b. of this clause. Subcontractors shall be entitled to a markup of no more than ten percent (10%) on direct costs incurred to the date of termination. These costs must not include costs paid in accordance with Subparagraph (3)(b).
- (d) The total sum to be paid the Contractor under this subparagraph shall not exceed the total contract price reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (2), and the contract price of work not terminated.

(4) Cost claimed, agreed to, or established under Subparagraphs (2) and (3) shall be in accordance with Chapter 3-123, HAR.

31. DISPUTES.

- a. All controversies between the City and the Contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Director, in writing, within one hundred twenty (120) calendar days after a written request by the Contractor for a final decision concerning the controversy; provided that, if the Director does not issue a written decision, within one hundred twenty (120) calendar days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

- b. The Director shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
- c. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Circuit Court of the State of Hawaii within the six (6) months from the date of receipt of the decision.
- d. The Contractor shall comply with any decision of the Director and proceed diligently with performance of this contract pending final resolution by the circuit court of the State of Hawaii of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of contract by the City; provided that, in any event the Contractor shall proceed diligently with the performance of the contract where the Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

32. **STATUTORY OR ORDINANCE REQUIREMENTS.** The applicable provisions of Chapter 103, 103D Hawaii Revised Statutes, as amended, Title 3, Department of Accounting and General Services of the State of Hawaii Administrative Rules (HAR), and the City Charter and the City Ordinances shall be deemed to be a part of the contract as though fully set forth therein.

The Contractor shall at all times observe, perform, and comply with all federal, state and local laws or ordinances, rules and regulations which in any manner affect those engaged or employed in the performance of the work, the manufacture and sale of materials and equipment required under the contract, and the conduct of the work. The Contractor shall also comply with all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. Any reference to such laws, ordinances, rules and regulations shall include any amendments thereto. If any discrepancy or inconsistency is discovered in the contract for the work in relation to any such laws, ordinances, rules and regulations, orders or decrees, the Contractor shall forthwith report the same to the Officer in Charge in writing.

33. **REMEDIES.** Any dispute arising under or out of this contract is subject to Chapter 3-126, HAR.

34. **INTEREST.** Interest on amounts ultimately determined to be due to a Contractor or the City shall be payable at the statutory rate applicable to judgments against the City under Chapter 662, HRS, from the date the claim arose through the date of decision or judgment, whichever is later.

35. **SEXUAL HARASSMENT POLICY FOR EMPLOYER HAVING A CONTRACT WITH THE CITY.** All City Contractors must comply with City Ordinance 93-84 on sexual harassment. All Contractors shall have and enforce a policy prohibiting sexual harassment. The Contractor's sexual harassment policy must set forth the same or greater protection than those contained or required by the ordinance. The ordinance is applicable to the employer's business and includes the following:

- a. Prohibitions against an officer's or employee's sexual harassment of the following:
 - (1) Another officer or employee of the employer;
 - (2) An individual under consideration for employment with the employer; or
 - (3) An individual doing business with the employer;
- b. A provision prohibiting a management or supervisory officer or employee from knowingly permitting a subordinate officer or employee to engage in the sexual harassment prohibited under Subdivision a;
- c. A prohibition against retaliation towards an officer, employee, or individual who has complained of sexual harassment, conducted an investigation of a complaint, or acted as a witness during an investigation of a complaint;
- d. A prohibition against a malicious false complaint of sexual harassment by an officer, employee, or individual;
- e. Provisions allowing an officer, employee, or individual to make a sexual harassment complaint to an appropriate management, supervisory, or personnel officer or employee;
- f. Procedures for investigating a sexual harassment complaint in an unbiased, fair, and discreet manner with appropriate safeguards to maintain confidentiality and protection from embarrassment;
- g. A provision requiring the use of the "reasonable person of the same gender standard," to determine if sexual harassment has occurred. Under the standard, sexual harassment shall be deemed to have occurred if the alleged offender's conduct would be considered sexual harassment from the perspective of a reasonable person of the same gender as the alleged victim. If the alleged victim is a woman, the "reasonable person of the same gender standard" shall be equivalent to and may be called the "reasonable woman standard;"
- h. Disciplinary actions which may be imposed on an officer or employee who committed a prohibited act; and

- i. For an employer with at least five (5) employees, a provision requiring the annual viewing of a video on the sexual harassment policy by each management or supervisory officer or employee.

The policy required under this section shall be in effect for at least the duration of the employer's contract with the City.

The action of the bidder or proposer in submitting its bid, proposal or signing of the contract shall constitute its pledge and acceptance of the provisions for the sexual harassment policy as required by City Ordinance 93-84.

City Ordinance 93-84 is on file and available for viewing in the Purchasing Division. Bidders or Contractors needing a copy must pick up the copy from the Office of the City Clerk, Room 203, City Hall, 530 S. King Street, Honolulu.

**CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)**

Reference: _____
Contract Number IFB/RFP Number

_____ affirms it is in
Company Name
compliance with all laws, as applicable, governing doing business in the
State of Hawaii to include the following:

1. Chapter 383, HRS, Hawaii employment Security Law -
Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and
Consumer Affairs, Business Registration Division.

Moreover, _____ acknowledges
Company Name
that making a false statement shall cause its suspension and may cause its
debarment from future awards and contracts.

Signature: _____ Date: _____

Print Name: _____

Title: _____

SAMPLE OF EQUIPMENT LISTING

The following is a sample of the detailed list of equipment that is required by Section 22, Payments, of the General Terms and Conditions herein. To request an electronic copy of this Word software table: Contact the Property Management & Disposal Section, Purchasing Division, BFS, 808-523-4781.

DETAILED LIST OF EQUIPMENT

Date _____ Contract No. _____ Purchase Order No. _____ Invoice No. _____

City Department _____ City Department Requisitioner (if known) _____

Proposal No. _____ Contractor Name _____

City Requisitioner _____

Phone No. (if known) _____

Project _____

Description _____

DESCRIPTION	MAKE	MODEL NUMBER	SERIAL NUMBER	QTY	UNIT PRICE	TOTAL PRICE	SPECIFIC LOCATION (i.e. Room No.)
1 Portable lift	American Equipment Company	AEC123	12345678901 64890123456 98765432101	3	40,000.00	120,000.00	Mechanic Shop Room 3
2 Hand Truck 55 gallon	International Sales Inc	DEF45678	2345678912	1	4,000.00	4,000.00	Tire Shop, Work Station A
3 CPU 5.0 GHZ Pent6 700MB SDRAM 60GB HD with keyboard, mouse	The Computer Place	GHI876	C0001234 C0001235	2	900.00	1,800.00	Administration Room 5
4 Monitor Flat Panel 21"	The Computer Place	JKL543	M0001236 M0001237	2	500.00	1,000.00	Administration Room 5
			TOTAL	8		126,800.00	

I certify that the following information is correct.

Page _____ of _____

Contractor or Representative _____

Print name

Signature

Phone _____