



**STATE OF HAWAII OFFICE OF
HAWAIIAN AFFAIRS**
560 NORTH NIMITZ HIGHWAY, SUITE 200
HONOLULU, HAWAII 96817

February 08, 2024

REQUEST FOR QUOTES – RFQ OPS 2024-010

NATIVE HAWAIIAN PLANT RENTAL AND MAINTENANCE SERVICES

To all Interested Parties:

Notice is hereby given that the Office of Hawaiian Affairs (hereinafter “the OHA”) will be accepting quotes from interested Offerors to provide Native Hawaiian Plant Rental and Maintenance Services at the OHA’s Honolulu Office located within the Nā Lama Kukui Building (hereinafter “NLK”) at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817.

Quotes must be e-mailed to karinam@oha.org by 2:00 p.m. HST on February 15 , 2024. The quote shall itemize all costs associated with providing the services as defined in the Scope of Services below, including delivery, installation fees, and General Excise Tax.

The term of this Contract shall be for twenty-four (24) months from March 05, 2024 - February 28, 2026, subject to the availability of funds.

Pursuant to HAR §3-122-75, considering the criteria, including but not limited to, quality, warranty, and delivery; the award shall be made to the lowest responsive, responsible Offeror. When award to the lowest responsive, responsible Offeror is not practicable, award shall be made to the Offeror whose quotation provides the best value to the OHA.

The OHA reserves the right to reject any or all quotes and to accept the quotes in whole or part in the best interest of the OHA.

Site Visit

All Offerors are strongly encouraged to attend the site inspection. Please contact Karina at karinam@oha.org if you will be attending the site inspection. It will be held on February 12, 2024 at 1pm. All interested parties shall meet at Nā Lama Kukui Building (hereinafter “NLK”) located at 560 N. Nimitz Hwy, Suite 200; Honolulu, Hawai‘i 96817.

I. Scope of Services

- A. The successful Offeror shall provide and perform the services set forth below in a satisfactory and proper manner as determined by the OHA.
- B. The successful Offeror shall, in conjunction with the OHA Contract Administrator, evaluate the office spaces and identify appropriate Native Hawaiian and Polynesian plants with suitable locations within the 44,641 sq. ft. offices;
- C. The successful Offeror shall provide at a minimum twenty-eight (28) Native Hawaiian and Polynesian plant rentals of various types The OHA reserves the right to make reasonable changes as it deems necessary.
 - 1) Quantity of Twenty- Eight (28) Large Plants
Approximate Height Range- 5'-10'
Pot Size Range- 5-10 gallon
Including Plant Filler (ie. Ferns, Moss, small palms etc.) for each of the (28) plants.
- D. The successful Offeror shall be responsible to maintain the plants in healthy condition. Maintenance services shall include, but may not be limited to, the following:
 - a. Watering, fertilizing, and other plant care duties for each plant while providing replacement of the plant(s) as needed;
 - b. Include appropriate baskets (e.g., wicker, lauhala) in which to place the potted plants;
 - c. Include waterproof liners or planter saucers conducive for indoor offices to prevent water leakage, spills and/or soiling of carpets and/or tiles; and
 - d. Include plant identification tags for each plant.
- E. The successful Offeror shall provide required initial inventory report within fourteen (14) days of Contract execution.
- F. The successful Offeror shall require all personnel to be qualified based on knowledge, training, and proven skill to perform tasks efficiently and in a satisfactory manner.
- G. The successful Offeror shall keep the premises, including but may not be limited to, parking lot, common areas, stairwells, etc. upon servicing, free from accumulations of any water, dirt, mud or debris caused by the work or by access to the OHA Office spaces.
- H. The successful Offeror shall maintain a "broom clean" work environment or its equivalent in reference to removing all tools, equipment and surplus materials.

I. Damage to any of the OHA property shall be resolved within 24 hours. The OHA shall notify by email the successful Offeror on the day of service by the close of business of any damages. The OHA has the right to clean and repair any damages through additional services at the vendor's expense if the damages are not addressed within 24 hours.

J. Security and Access:

- a. The successful Offeror shall possess and wear picture ID Tags with the company name or a company shirt. Family members and/or non-employees of the company are not permitted at work sites during the performance of work.
- b. The successful Offeror shall be responsible for the OHA's security card(s) for entry and exit from premises while performing services under the Contract. The successful Offeror shall return the security card daily, if successful Offeror fails to return the card they may be charged for card replacement(s) if cards are not returned within 24 hours.
- c. The successful Offeror shall be responsible for the security of the building while performing services under the Contract. When leaving, the successful Offeror shall close all doors behind them and not allow access to non-OHA employees.
- d. The successful Offeror shall ensure all information, documents, or materials viewed, discussed or provide in the line of duty shall be treated as confidential. The successful Offeror shall refrain from providing confidential information to the general public without written express consent of the OHA.
- e. The successful Offeror's employees working under this Contract shall sign in and sign out daily at the Main Reception Area during the hours of 8 am and 4pm- Monday - Friday. The OHA shall use the monthly logs to verify hours and completion of services under this Contract.
- f. The successful Offeror shall be solely responsible for the behavior and conduct of their employees on the OHA property and shall instruct personnel to fully cooperate with the OHA Contract Administrator.
- g. The successful Offeror's employees shall refrain from socializing, fraternizing or interfering with the staff in the discharge of their duties. The successful Offeror agrees to remove any of its employees for good cause upon written request by the OHA.

K. Invoicing/Payment

- a. The successful Offeror shall submit monthly invoices for payment to include Purchase Order No. and successful Offeror's unique Invoice number. Payment shall be made upon the satisfactory completion of services and work as approved by the Contract Administrator.

- b. The successful Offeror shall clearly indicate any adjustments made to the billing statement for work not performed.
 - c. The “aging” date of the invoice shall be the date the invoice is received by the OHA, as reflected by the date stamp. All invoices shall be given thirty (30) days to be paid.
- L. Upon completion of the Contract. The successful Offeror shall remove all plants, equipment and supplies from the premises of the OHA’s Honolulu Office at NLK within 24 hours of Contract completion.

III. General Contract Requirements for Successful Offeror

- A. The successful Offeror shall comply with HRS, Chapter 103D and all State, Federal, and County requirements.
- B. The successful Offeror shall also comply with the General Terms and Conditions appended hereto as Attachment 1 and by reference incorporated herein and made part of this RFQ. Additionally, the successful Offeror shall also comply with any Special Conditions that the OHA may require. Th OHA also reserves the right to make appropriate modifications to the quantity of items or reporting requirements contingent upon unforeseen conditions.
- C. License and Compliance
 - 1. The successful Offeror must be registered as a business in the State of Hawai‘i, be compliant with Hawai‘i Compliance Express (hereinafter “HCE”), complete the OHA W-9 form (<https://www.irs.gov/pub/irs-pdf/fs9/pdf>) and provide a Certificate of Liability Insurance. If you are not registered with HCE, please register by going to the HCE website at <http://vendors.ehawaii.gov/hce/splash/welcome.html>.
 - 2. The successful Offeror must submit a current copy of a Certificate of Liability Insurance with the following:

The minimum insurance coverage and limits are below, which shall also apply to subcontractor(s) where appropriate:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (including personal injury, death, and property damage)	\$2,000,000 per occurrence; \$2,000,000 general aggregate per policy year; \$2,000,000 product and completed operations aggregate limit per policy year.
Personal and Advertising Injury	\$1,000,000 each occurrence.
Umbrella Liability	\$2,000,000 aggregate.
Automobile Insurance covering all owned, non-owned, and hired automobiles	Bodily injury liability limits of \$1,000,000 each person and \$1,000,000 per accident; property damage liability limits of \$1,000,000 per accident. Or \$2,000,000 combined single limit.

Workers Compensation as required by laws of the State of Hawai‘i	Insurance to include Employer’s Liability. Such coverage shall apply to all employees of the CONTRACTOR and (in case any sub-contractor fails to provide adequate similar protection for all its employees) to all employees of sub-contractors
Professional Liability (Errors and Omissions)	\$1,000,000 per claim \$2,000,000 annual aggregate

The State of Hawai‘i, the OHA, its elected and appointed officials, employees, and volunteers shall be named added as additional insured with respect to occurrences during or in connection with the performance of this Contract. Before the effective date of this Contract, the CONTRACTOR agrees to provide the OHA with certificate(s) of insurance necessary to satisfy the OHA that the insurance provision of this Contract have been complied with and to keep such certificate(s) on deposit with the OHA during the entire term of this Contract. The minimum insurance required shall be in full compliance with the Hawai‘i Insurance Code throughout the entire term of the Contract, including supplemental contracts, and shall be written by a company authorized to do business in the State of Hawai‘i and rated no less than an AM Best rating of A-. The CONTRACTOR and its carriers agree to waive their rights of subrogation with respect to any claims covered, or which should have been covered, by valid and collectible insurance, including any deductibles or self-insurance maintained thereunder. Upon request by the OHA, the CONTRACTOR shall furnish a copy of the policy or policies that satisfy the Insurance Requirements of this Contract.

3. Each insurance policy required by the contract, including a subcontractor’s policy, shall contain the following clauses:
 - a. “This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the Office of Hawaiian Affairs, 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817.”
 - b. “The Office of Hawaiian Affairs, its trustees, employees, representatives and agents and the State of Hawai‘i are added as additional insured's as respects to operations performed for the Office of Hawaiian Affairs.”
 - c. “It is agreed that any insurance maintained by the Office of Hawaiian Affairs will apply in excess of, and not contribute with, insurance provided by this policy.”

The RFQ may be canceled when it is determined to be in the best interest of the OHA. If you have any questions, you may contact Karina Macklin, Procurement Agent, by e-mail at karinam@oha.org.