



State of Hawai'i
560 North Nimitz Highway
Suite 200
Honolulu, Hawai'i 96817

October 4, 2022

Request for Quotes (“RFQ”) No. LLP 2023-008

STEWARDSHIP SERVICES FOR WAIALUA COURTHOUSE

To All Interested Parties:

Notice is hereby given that the Office of Hawaiian Affairs (hereinafter “OHA”) will be accepting quotes from interested Offerors that provide general stewardship services for Waialua Courthouse, located at 66-207 Kamehameha Highway, 96712, Hale‘iwa, O‘ahu, Hawai‘i, TMK Number: 6-6-009:023, (hereinafter the “Property”).

A required site inspection for all interested Offerors will be held on **Friday, October 7, 2022 at 10:00 a.m. Hawai‘i Standard Time (“HST”)**. All interested Offerors shall meet at the Waialua Courthouse, located at 66-207 Kamehameha Highway, 96712, Hale‘iwa, O‘ahu, Hawai‘i. Please submit an RSVP for the site inspection, by Thursday, October 6, 2022 at 10:00 a.m. HST, by email at proposals@oha.org.

Quotes must be received through the HiePRO website by 2:00 p.m. HST on Monday, October 17, 2022.

Due to COVID-19, we are requesting that all interested Offerors who plan to attend the site inspection adhere to the following: wear a face covering, stay at least 6 feet apart from other people, and limit attendance to only two (2) representatives per Offeror.

The term of this Contract shall be for Twenty-four (24) months commencing on November 1, 2022 through and including October 31, 2024 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 the award to the lowest responsive responsible offeror is not practicable, the 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.

Background

The Office of Hawaiian Affairs (hereinafter “OHA”) is the manager of the 1.06-acre parcel including **The Waialua Courthouse** located at 66-207 Kamehameha Highway, 96712, Hale‘iwa, O‘ahu, Hawai‘i, TMK Number: 6-6-009:023. The Waialua Courthouse is a historic structure and a marquee landmark near the gateway to Hale‘iwa Town. The Waialua Courthouse is managed by the OHA in partnership with the Waialua Hawaiian Civic Club to provide a land base for beneficiaries and beneficiary organizations to gather, meet, plan, and perpetuate Hawaiian culture. As such, community groups such as hula hālau currently use the meeting room facilities once or twice a week.

The OHA is seeking qualified Offerors to provide general stewardship services, property repair assessment and plan for the Waialua Courthouse (see Exhibit A – Waialua Courthouse Floor Plan), attached hereto and by reference incorporated herein and made part of this RFQ.

Scope of Work

The Successful Offeror awarded the contract shall perform and provide all services required in the contract and as specified in the Scope of Work section herein. The services shall include, but may not be limited to, the following:

A. Property Repair Assessment

- a. The Successful Offeror shall prepare an assessment that identifies all repairs needed for the Property. The assessment may include the following repairs and improvements:
 - i. Jail Cell Foundation and Bars;
 - ii. Repainting;
 - iii. Carpet Removal;
 - iv. Installation of Wooden Floors;
 - v. Fencing;
 - vi. Light Fixtures and Other Electrical Needs;
 - vii. Resurfacing of Basement Floors; and
 - viii. Installation of Parking Lamps.
- b. The Successful Offeror may recommend additional repairs and/or improvements in the assessment.
- c. The Successful Offeror shall prioritize the repairs and/or improvements with safety and compliance being of the highest priority.
- d. The Successful Offeror shall include cost estimates and a list of requirements to complete the repairs and/or improvements (i.e. Permitting, vendor certifications and/or licenses, and other similar items) within the assessment.

B. Property Repair Plan & Other Supporting Documentation

- a. The Successful Offeror shall collaborate with OHA to determine which of the repairs and/or improvements assessed will be incorporated into a “Repair Plan” that will be submitted to the State Historic Preservation Division (SHPD) for approval to move forward with all repairs.
- b. The Repair Plan shall include the following:
 - i. Photos of Recommended Repairs and/or Improvements;
 - ii. Location of Recommended Repairs and/or Improvements (on floor plan);
 - iii. Specifications For Repairs and/or Improvements; and
 - iv. Restoration Plan (as needed).
- c. Other Supporting Documentation (required for SHPD submittal) shall include the following:
 - i. Cover Letter to SHPD for Determination Request;
 - ii. Photos of the Property (on floor plan); and
 - iii. A TMK Map.

C. Collaboration and Engagement with Other Vendors

- a. The Successful Offeror shall, upon invitation, engage and collaborate with the OHA and its Contractor(s) to inform and implement various projects on the Property. This may include but is not limited to tree trimming, pest control, and structure repairs and improvements.
- b. The Successful Offeror, upon request of OHA, shall meet with OHA contractors for site visits or to inspect the completed work.

D. Limited Vegetation and Landscape Maintenance

- a. The Successful Offeror shall provide limited vegetation maintenance as needed and take care of the simpler landscaping and gardening tasks that shall include, but may not be limited to, lawn mowing, weed whacking, hand-weeding, and shrub trimming.
- b. All cut and gathered vegetation shall be taken to a designated area to be chipped or composted, and either used on the Property or transported off-site. The location of the designated area shall be determined collaboratively with the OHA. There shall be no burning of any materials whatsoever on the Property.
- c. The removal of trees shall be approved in writing in advance by OHA and completed with minimal ground disturbance. Vegetation removal must include steps to minimize erosion and stabilize the ground surface.

E. Parking Lot Management

- a. The Successful Offeror shall manage and regulate access to the parking lot. The Successful Offeror shall allow users of the Property to utilize the parking lot and is responsible for denying, towing and/or citing unauthorized vehicles.

F. Educational / Cultural Programming & Community Gathering Activities

- a. The Successful Offeror shall work with appropriate community members and groups to conduct activities and programming on the Property.
- b. The Successful Offeror shall provide educational and interpretive programs on the Property, including leading interpretive tours and service projects.

G. Security

The Successful Offeror shall provide, at a minimum, on-site presence on a weekly basis to monitor the conditions of the Courthouse and to ensure the Courthouse is being used in a proper manner by the public. Security activities may include, but are not limited to, the following:

- a. Report trespassers to the Honolulu Police Department.
- b. Conduct weekly site visits and provide quarterly reports to OHA any vagrant activities observed.
- c. Ensure only authorized users are utilizing the parking lot.

H. Reporting Requirements

The Successful Offeror shall provide written quarterly reports on activities, milestones, challenges, solutions, successes, and expenditures to be submitted within **thirty** (30) days after the end of each quarter summarizing the following:

- a. Current Condition: The current condition of the Property, including, but not limited to, the condition of the structures, vegetation, and parking lot, and any hazardous or potentially legally noncompliant conditions;
- b. Recommended Actions: Any recommended maintenance or management actions to remediate or improve those current conditions;
- c. Description of Use: A description of the Successful Offeror's use or maintenance actions conducted on the Property during that quarter;
- d. Challenges: Any challenges or concerns that arose during the quarter; and
- e. Other pertinent information.

I. Qualifications

The Successful Offeror shall possess the following qualifications:

- a. Demonstrated involvement with Waialua or North Shore initiatives and projects.
- b. Familiarity and experience with preservation of historic buildings.
- c. Experienced with Hawaiian cultural and/or educational programming and curriculum development and implementation.
- d. Demonstrated (qualifier) relationship with the Waialua Courthouse and the North Shore and/or Waialua OHA beneficiaries and community.

General Contract Compliance for Successful Offeror

- A. The Successful Offeror shall comply with HRS, Chapter 103D, as amended, 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. The 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 Hawaii Compliance Express (hereinafter “HCE”), complete the 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 HCE’s website: <http://vendors.ehawaii.gov/hce/splash/welcome.html>

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

Coverage	Limits
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 Successful Offeror 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

- A. 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 Successful Offeror 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- VIII. Successful Offeror 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 Successful Offeror shall furnish a copy of the policy or policies that satisfy the Insurance Requirements of this Contract.
- B. Each insurance policy required by the contract, including a subcontractor’s policy, shall contain the following clauses:
1. “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, HI 96817.”
 2. “The Office of Hawaiian Affairs, its trustees, employees, representatives and agents and the State of Hawai‘i are added as additional insureds as respects to operations performed for the Office of Hawaiian Affairs.”
 3. “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.”

Other Requirements

- A. The Successful Offeror shall comply with applicable safety, hygiene, and physical distancing guidance from the Centers for Disease Control and Prevention (CDC), as well as with State, county, industry, and regulatory practices for safety, hygiene, and physical distancing, including standards and requirements adopted and issued by Hawaii Department of Health (DOH) or required by State and county emergency orders, rules, or proclamations related to COVID-19 (novel coronavirus). No person shall enter an OHA worksite if they have: (i) a fever, cough, shortness of breath or difficulty breathing, or other symptoms of respiratory illness or of COVID-19 as set forth by the CDC; or (ii) had close contact with a person who has or is suspected to have COVID-19.

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 Michelle Jordan, Procurement Supervisor, by email at michellej@oha.org.