



State of Hawai'i

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

May 11, 2021

Request for Quotes ("RFQ") No. COMPL 2021-025

NU'UANU REBURIAL VAULT DESIGN/BUILD CONSTRUCTION PROJECT

To All Interested Parties:

Notice is hereby given that the Office of Hawaiian Affairs (hereinafter "OHA") will be accepting quotes from qualified firms for the Nu'uauu Reburial Vault Design/Build Construction Project. The qualified applicant shall provide for this Design/Build Construction Project for the reinterment of at least twenty-one (21) human remains that have been repatriated to OHA over the years from various national and international institutions.

The term of this Contract shall be for fourteen (14) months from Notice to Proceed subject to the availability of funds.

Quotes must be received through the HiePRO website by 2:00 p.m. HST on Tuesday, May 18, 2021, 2:00 p.m. Hawaii Standard Time (hereinafter "HST").

Pursuant to HAR §3-122-75, only Offerors that supply the goods, services, or construction required, shall be solicited and considered to meet the minimum quotation requirements and considering the criteria, including but not limited to quality, warranty, and delivery; award shall be made to the lowest responsive, responsible offeror. When the award to the lowest responsive, responsible offeror is not practicable, awards shall be made to the offeror whose quote provided 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.

Surety and Performance Bond

A. Surety Bond

A 5% Surety Bid Bond is required at the time of quote submission. See Exhibit 2 – Surety Bid Bond. Bid Security shall be in an amount equal to at least five per cent (5%) of the amount of the bid. Bid security shall be in the form of a surety bond, certified check or bank draft. Failure to submit the bid security shall result in the rejection of the quote.

The certified check or bank draft shall be made payable to the order of the Office Hawaiian Affairs or the OHA. The bid security shall insure the execution of the Contract and the furnishing of performance and payment bond by the successful Offeror as specified in the Contract Documents. The bid security shall conform to section 3-122-222 HAR, and any applicable law. Certified or cashier's checks submitted as bid security will be held un-cashed and uncollected. Certified or cashier's checks of unsuccessful Offerors will be returned once the Contract has been entered into with the successful Offeror.

B. Performance Bond

A 25% performance and payment bond shall be delivered by the Offeror to the OHA at the same time the contract is executed. If the Offeror fails to deliver the required performance and payment bonds, the Offeror's contract may be cancelled, the Offeror shall be subject to a claim by the OHA for all resulting damages, its bid security shall be enforced, and award of the contract may be made to the next lowest Offeror.

Background

A. Project overview and history

1. Project and Location: To perform Design/Build Construction Services for the OHA for the construction of a reburial vault at the Nu'uuanu Pali State Wayside TMK (1) 2-2-054:001 Por.

The project area is on State lands owned by the Hawai'i Department of Transportation (hereinafter "HDOT") and managed by the Department of Land and Natural Resources (hereinafter "DLNR"), Division of State Parks. The land is currently encumbered by Executive Order to HDOT but is managed by State Parks via a Use & Occupancy (hereinafter "U&O") agreement. The Board of Land and Natural Resources (hereinafter "BLNR") Chairperson has been authorized to approve construction for this project and to grant a right of entry (ROE). The project has further been made exempt from Hawai'i Revised Statutes (HRS) Chapter 343, environmental review, by the BLNR. While the project area is also within the protective subzone of a conservation district, the Office of Conservation and Coastal Lands (OCCL) will not be requiring a Site Plan Approval as the action is considered as land use P-8, minor work to existing structures. The State Historic Preservation Division has already reviewed the project pursuant to HRS Chapter 6E and are not requiring any further work.

2. Project Background: Twenty-one (21) iwi po'o (human skulls) of ancestral Hawaiians were repatriated to the OHA from the University of Cambridge

(Cambridge), Duckworth Laboratory, in England, UK, on March 1, 2020. This was a momentous achievement and the result of over ten (10) years of persistent advocacy and research for the return of these iwi kūpuna.

Of the twenty-one (21) iwi po‘o, provenance records indicate that twelve originated from the base of Nu‘uanu Pali. These twelve are believed to have been participants in the famed Battle of Nu‘uanu of 1795 in which the military forces of Kamehameha overcome the forces of Kalanikūpule. Additionally, an iwi po‘o repatriated to the OHA in 2018 from a private family in Pennsylvania is also believed to be from the Nu‘uanu Pali. For these iwi kūpuna, the OHA hopes a small area can be permanently set aside in the Nu‘uanu Pali State Wayside area as a memorial for their ceremonial reburial after having been removed from Hawai‘i over a century ago.

The OHA formally wrote a letter to the State Parks and the Hawai‘i Department of Transportation (hereinafter “HDOT”) on June 29, 2020, requesting to open discussions for the authorization and establishment of a permanent reburial site for the repatriated iwi from Cambridge at a portion of the Nu‘uanu Pali State Wayside. As follow up to this letter, a site visit to the Nu‘uanu Pali State Wayside was conducted on July 22, 2020, with representatives from OHA, HDOT, and State Parks. At the site visit, a possible location was selected at a small grassy portion of land to the east of the main walkway to the lookout area. State Parks staff believes that installation of the memorial at this location would be minimally impactful to the existing wayside and may help deter visitors from accessing prohibited trails.

As part of the follow up to the site visit, HDOT advised that the Division of State Parks’ current U&O with HDOT does allow for the proposed reburial memorial and no amendments are needed. However, OHA would still need to obtain a revocable permit from HDOT when ready to start work. The OHA has committed to obtaining this permit from HDOT when needed.

State Parks further expressed concern about follow up maintenance and costs associated with any necessary repairs. As such, the construction project must further provide adequate protections (i.e., fencing, chain) to deter visitors from disturbing the reburial vault.

3. Brief Description of Design and Build Construction Work:

- a) Design: The Offeror shall prepare all necessary plans to facilitate the construction of a small twelve (12) foot by four (4) foot Concrete Masonry Unit (hereinafter “CMU”) pre-cast vault with an open-ended bottom. The vault cap design will further provide for several alternatives (i.e., concrete cap, dirt mound with vegetation, or gravel).

The Offeror will also provide plans for 1) a protective guard (i.e., chain or wrought iron fence) at a buffer distance of fifteen (15) to twenty (20) feet from the burial vault, 2) small commemorative sign, and 3) a small three (3) foot by five (5) foot offering platform (i.e., stone altar, single boulder, or cement façade).

The Offeror shall obtain all necessary permits and entitlements to facilitate construction and procure and supply all necessary equipment and appropriate materials.

- b) **Build:** After the associated permits are obtained by the Offeror and with the approval of the proposed work and preferred alternative by the OHA, the Design Plans will be considered FINAL. A scope of construction work and project schedule/timetable will be generated from these plans by the Offeror. The Offeror will then need to provide the construction services for the reburial vault, vault cap, protective guard, commemorative sign, and offering platform.

Scope of Work

A. Project Specifications and Requirements: Design/Build Contractor’s Scope of Work

The Scope of Services described herein is provided to detail the services required by the OHA to design plans for and construct a reburial vault, vault cap, commemorative sign, offering platform, and protective guard for OHA at the Nu‘uanu Pali State Wayside to reinter iwi po‘o that were repatriated from various institutions over the years. Correspondences pertaining to the repatriation work and discussions with HDOT and State Parks regarding use of the Nu‘uanu Pali State Wayside location can be made available to the Contractor upon request to the OHA Compliance Enforcement.

If any other resources not listed in this scope are required to complete design and construction, the Offeror is to list such needs in their quote.

Projected (estimated) Project timeframe for Design, Permitting, and Construction:

Design Work	Permitting	Access Approvals (HDOT and State Parks ROE)	Build Work
1 to 3 Months	6 Months	3 Months	365 Days from Notice to Proceed

The OHA will be responsible for obtaining final approvals for access with HDOT and State Parks, but the Offeror will need to coordinate access with State Parks when ready to proceed. Construction work can occur earlier, assuming permits and all approvals for access are granted ahead of schedule.

The Offeror will pay for liquidated damages in the amount of \$25 per day if “Build Work” delays are without time extension per OHA’s General Conditions. See Attachment 2 - General Terms and Conditions.

The Scope of Services is separated into design and build parts. Please read each section carefully.

1. Design Phase

a. Reburial Vault

The Offeror shall prepare necessary plans to facilitate the construction of a twelve (12) foot by four (4) foot concrete masonry unit (hereinafter “CMU”) pre-cast vault with an open-ended bottom and a fifteen (15) by twenty (20) foot CMU platform cap. An alternative design for the cap to include a 1) dirt mound and Native Hawaiian vegetation (i.e., ti leaf, lauhala, laua‘e) or 2) gravel, will also be prepared for consideration by OHA. The vault shall be of sufficient structural integrity, depth and size to inter at least thirteen (13) individuals and include two (2) “access lids” of sufficient size to facilitate the deposit of “unclaimed corpses”.

Deliverables are as follows:

The Offeror shall submit these plans to the OHA within three (3) months of a contract “Notice to Proceed”. The OHA will decide which alternative design to utilize for the vault cap. The Offeror shall be available to meet and discuss alternatives and design with the OHA staff as reasonably necessary.

b. Protective Guard

The Offeror shall prepare necessary plans to facilitate the construction of a protective corrosion resistant chain and chain-support stanchions around the burial platform cap to deter visitors from climbing on to the platform. Design of the stanchions should have a Hawaiian aesthetic acceptable to the OHA. An alternative design will also be provided for construction of a 4 feet high wrought iron fence around the burial vault perimeter. The wrought iron fence alternative is to further include an access gate and a single metal sign of appropriate size indicating that it is a “HRS 6E Violation to Disturb a Burial”. Both the chain and fence designs will be situated at a buffer distance of 15 to 20 feet from the burial vault.

Deliverables are as follows:

The Offeror shall submit these plans to the OHA within three (3) months of a contract “Notice to Proceed”. The OHA will decide which alternative design and buffer distance to utilize. Should the wrought iron fence alternative be selected, the OHA will work with the contractor on the final language for the sign, sign dimensions, sign placement, and location of access gate. The Offeror shall be available to meet and discuss alternatives and design with the OHA staff as necessary.

c. Small Commemorative Sign

The Offeror shall prepare necessary plans to facilitate the construction of a small commemorative sign near the burial vault platform. Language on the sign, dimensions, and placement are to be discussed in collaboration with the OHA and the land manager, Division of State Parks.

Deliverables are as follows:

The Offeror shall submit these plans to OHA within three (3) months of a contract “Notice to Proceed”.

d. Offering Platform

The Offeror shall prepare necessary plans to facilitate the construction of a three (3) foot by five (5) foot traditional Hawaiian stone ahu (alter) for the placement of ho‘okupu (offerings and gifts) near the burial platform. An alternative design for the ahu to include 1) a dirt mound enclosed by a cement façade or 2) a single boulder, will also be prepared by the Offeror. The specific location of the ahu is to be discussed in collaboration with the OHA and the land manager, Division of State Parks.

Deliverables are as follows:

The Offeror shall submit these plans to the OHA within three (3) months of a contract “Notice to Proceed”. The OHA will decide which alternative to utilize. The Offeror shall be available to meet and discuss alternatives and design with the OHA staff as necessary.

e. Finalize Proposed Design Plans and Permits

Once the OHA approves of the design plans for selected alternatives, the Offeror will be required to obtain all necessary permits for the respective work. Upon receipt of all necessary permits, the design plans for each task will be labeled FINAL.

Deliverables are as follows:

Provide a list of required permits and confirmation of acquisition of all necessary permits and resubmission of design plans labeled as “FINAL” to the OHA.

2. Construction Build Phase

The Offeror’s scope of work for the construction phase will ultimately be informed by the permitted actions resulting from the “Design” effort. It is only the FINAL design plans for each design task that will be allowed to proceed to the “Build” portion of the contract.

During “Build” work, the OHA as well as the OHA beneficiaries and recognized descendants may visit the project site to monitor progress. The OHA will inform the Offeror of any site visits at least two (2) days prior to the visit. The Offeror will be responsible for ensuring that any visitors to the site comply with HiOSHA Safety Requirements and any respective Safety Plan generated for this project by the Offeror. Any visitors not employed by the OHA will further need to be covered by insurance per the OHA’s General Conditions. See Attachment 7 - General Terms and Conditions.

a. Equipment and Materials

The Offeror shall procure and supply all necessary equipment and appropriate materials to facilitate all construction tasks in a manner that is compliant with applicable State law(s). Should any rocks (i.e., gravel, boulders) be utilized, priority should be given to obtaining such rocks from or near the project area. Any rock selection for the project is to be done in consultation with the OHA. A list of equipment, procurement sources, and any sub-contractors will be provided to the OHA upon request.

b. Construction Schedule and Safety

Based on the FINAL design plans for all tasks, the Offeror will develop a construction schedule. The Offeror shall coordinate construction access and scheduling with the land manager (State Parks) and the OHA. The project schedule will be provided to the OHA Contract Administrator at least two (2) months prior to initiation of construction.

Any safety plan developed or utilized for this project by the Offeror to comply with HiOSHA standards shall be provided to the OHA at least two (2) months prior to initiation of construction.

c. Construction of reburial vault, cap, protective guard, commemorative sign, and offering platform.

The Offeror shall construct reburial vault improvements in accordance with the FINAL design plans for 1a, 1b, 1c, 1d, and 1e on pages 5 – 6.

d. Post Construction Work

After the work is completed, the Offeror will provide “AS BUILD” drawings indicating the specifications for the improvements as completed. A closing report, with completed pictures of the improvements and brief narrative, will be provided to the OHA no more than two (2) months after completion of construction work.

B. The OHA Contract Administrator shall act as the contract monitor and principal liaison between the Offeror and the OHA. The OHA Contract Administrator shall assist in resolving policy questions expediting decisions and the review of the work performed.

C. The 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).

- D. 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; (ii) had close contact with a person who has or is suspected to have COVID-19; or (iii) traveled outside of Hawai'i in the past ten (10) days and have not satisfied the negative test exception to the mandatory self-quarantine period, subject to any subsequent out-of-state travel restrictions imposed through Statewide or county emergency orders, rules, or proclamations related to COVID-19 (novel coronavirus).

Specific Qualifications and Requirements

In order to submit a quote, the Offeror shall meet the following qualifications and requirements.

A. License Requirements

The Offeror shall have an employee with a valid and current General Contractor's License and a Masonry Specialty Contractor's License (classification C-31) to be designated as Project Manager, with a minimum of two (2) years of Contractor work experience with projects involving the construction of burial vaults or similar improvements. Please include all required licenses and demonstration of experience with your quote.

B. Project Requirements

The following items must be complied with at the time Build work is initiated and remain in compliance throughout the duration of the Contractor's work on this project. The OHA will arrange random site inspections to ensure compliance with these items. Violations may result in a "Suspension of Contract". See Attachment 7 - General Terms and Conditions. Continued uncorrected violations may result in a termination of contract (see OHA General Conditions for more on termination of contract).

1. Contractor's team must comply with Hawai'i Occupational and Safety Health Act (HiOSHA) Standards applicable to proposed work that shall include, but may not be limited to the HiOSHA General Duty Clause:
 - a. A site-specific health and safety plan inclusive of Hazard Assessment; Action Plan to counter Hazards and Effective Training.
 - b. Safety Data Sheet for the use of any type of chemicals.
 - c. First aid kit with reportable use-log.
 - d. Keep on file OSHA 300 forms (must be retained for five years)
 - e. Required Personal Protective Equipment (PPE) for applicable job tasks as described by OSHA.
2. Emergency Plan to deal with accidents and non-work-related injuries.

3. Valid State of Hawai'i motor vehicle registration and insurance for all vehicles used on State property.
4. The designated Project Manager (qualified Mason) must be on-site for this project at least 50% of the time work is taking place.
5. Project schedule for design work.
6. A Finalized Project Schedule for construction of selected alternatives prior to construction after permits have been cleared.
7. A final list of all sub-contractors working on the Project. Please be advised that per the Department of Commerce and Consumer Affairs (DCCA), the specialty license can only sub out one unrelated trade and only if "incidental and supplemental". Additional information regarding sub-contracting can be found in Attachment 2 – General Terms and Conditions.

C. Offeror References

Each Offeror shall provide at least three (3) references, including the name, address, and telephone number of the company or agency, and a person to be the contact reference. The references must be within the preceding four (4) years and with similar deliverables as detailed in the Scope of Work. Please provide all references with your quote.

D. Qualification Requirements

Please provide your past experience with your quote in regard to the following:

1. Ability to work and collaborate with local communities and/or cultural (i.e: Native Hawaiian) practitioners.
2. Ability or willingness to participate in a Native Hawaiian burial ceremony.
3. Knowledge of and sensitivity to indigenous cultural (i.e: Native Hawaiian) spiritual/religious processes and procedures.

E. Personnel Requirements

1. All personnel will be considered employees or agents of the Offeror.
2. The Offeror will ensure that all personnel meet the minimum qualifications, including State licensing laws and experience requirements. The current wage rates and position class specification for personnel are available at the following addresses:

<https://dhrd.hawaii.gov/state-employees/classification-and-compensation/>

3. All staff training such as training required to ensure that the minimum services are provided in compliance with State/Federal laws, rules, and regulations, will be the responsibility of the Offeror.
4. The Offeror will be solely responsible for the behavior and conduct of its employees or agents while on the OHA or subject property. Supervision will be the responsibility of the Offeror.
5. The Offeror will ensure the confidentiality of all information, documents, or materials viewed or discussed. The Offeror's personnel will not disclose confidential information to the general public without the expressed written consent of the OHA by either policy, rules or letter. The Offeror's personnel shall complete and sign an OHA non-disclosure agreement prior to execution of the contract.
6. During the performance of this contract, the Offeror agrees not to discriminate against any employee or applicant for employment. The Offeror will take affirmative action to ensure equal treatment of its employees. Such actions will include, without limitation, 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. The Offeror will insert provisions similar to the foregoing in all subcontracts.
7. The Offeror agrees to remove any of its employees from services to the OHA upon written request by the OHA's Contract Administrator. At the request of the OHA, the Offeror will remove forthwith and will not employ in any portion of the work, any person who, in the opinion of the OHA, does not perform his/her duties and responsibilities in a proper and skillful manner, is intoxicated, disorderly, abusive, or unable to demonstrate tact and diplomacy in dealing with the public

F. Reporting Requirements

The Offeror will be responsible for the timely submission of reports as requested by the OHA, including without limitation, the following:

- a. Maintain close and frequent communication with OHA Contract Administrator at all stages of the work.
- b. The Offeror shall inform the OHA Contract Administrator of all scheduled contacts made by the Offeror with public agencies or individuals on matters relating to work performed.

- c. The Offeror shall submit to the OHA Contract Administrator upon request written progress reports on the performance of services, expenditure reports, and/or any other information required by the OHA. This could include, but may not be limited to, 1) bi-weekly status reports and related deliverables to the Board of Trustees (BOT); 2) progress reports on the implementation of corrective action plans (if applicable), and, 3) special requests in response to inquiries from the OHA BOT and/or other government agencies with the prior approval of the OHA BOT. The Offeror shall submit these reports in the appropriate formats and within the deadlines specified by the Contract Administrator.

G. Wages and Labor Law Compliance

Prior to entering into a Contract in excess of \$25,000, an Offeror will certify that it complies with section 103-55, HRS, as amended, entitled “Wages, hours, and working condition of employees of contractors performing services.” Section 103-55, HRS, provides that the services to be performed will be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Offeror will be obligated to provide such increased wages.

Offerors will complete and submit the attached Wage Certificate certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1 – Wage Certificate.

General Requirements

- A. The Offeror must be registered as a business in the State of Hawai‘i and be compliant with Hawaii Compliance Express (hereinafter “HCE”). If you are not registered with HCE, please register by going to HCE’s website: <http://vendors.ehawaii.gov/hce/splash/welcome.html>. Please provide your Certificate of Compliance with your quote.
- B. The Offeror must complete the W-9 form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) upon notification of award.
- C. The Offeror must submit a current copy of a Certificate of Liability Insurance upon notification of award with the following:
 - 1. The minimum insurance coverage and limits below, which shall also apply to 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 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

2. 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- VIII. 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, HI 96817.”

- b. “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.”
- 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.”

If you have any questions, please contact Charmaine Matsuura, Procurement Lead Specialist at charmainem@oha.org.