



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

May 21, 2021

Request for Quotes (“RFQ”) No. LLP 2021-029

TOOL MAINTENANCE & REPAIR

To All Interested Offerors:

Notice is hereby given that the Office of Hawaiian Affairs (hereinafter “OHA”) will be accepting quotes from interested Offerors that can provide tool maintenance and repair servicing for Stihl brand power tools.

The term of this Contract shall be for TWELVE (12) months, from July 1, 2021 through and including June 30, 2022, with the option to extend and subject to the availability of funds.

Quotes must be emailed to geenac@oha.org by 2:00 p.m. Hawai'i Standard Time on Friday, May 28, 2021. Please use the Attachment 1 to provide your quotes. All prices shall include tax.

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 most 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.

Scope of Work

- A. The OFFEROR shall provide and perform the services set forth below in a satisfactory and proper manner as determined by the OHA, and in accordance with the terms and conditions of this Contract.
- B. The OFFEROR shall provide tool maintenance and repair servicing for Stihl brand power tools to the OHA. The services shall include, but may not be limited to, the following:

1. The OHA is seeking power tools maintenance servicing for the following Stihl power tools listed in the table below.

Stihl Power Tools
FS 360 CEM brush cutter
FS 250 R
FS 240 R (2 machines)
Chainsaw Farmboss
Chainsaw 16" MS241CM
GEARBOX HT Pole Pruner Attachment
GEARBOX Hedge Trimmer Attachment
Circular Saw Blade(s)

2. The OFFEROR's price quotes shall be based on the minimum amount to perform a "routine tune-up" type of maintenance service for each of the power tools, assuming that there are no actual repairs to be made or significant parts to be replaced. This includes, but may not be limited to:
 - a. Check, clean, and/or replace air filter
 - b. Idle speed adjustments, if needed
 - c. Clean or replace spark plug(s)
 - d. General cleaning
 - e. Verifying proper lubrication where necessary
 - f. Maintaining the drive shaft
 - g. Checking and replacing the fuel filter (if equipped)
 - h. Blade sharpening

3. When repairs and/or part(s) replacement are required, the OFFEROR shall provide the OHA with an itemized list of said repairs and costs involved. The OHA shall authorize all repairs and no repairs shall occur without the OHA's written approval. Such repairs shall be at a cost to the OHA.

- C. 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.

- D. 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).

- E. 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).

General Requirements

- A. The successful Offeror shall comply with HRS, Chapter 103D and all State, Federal, and County requirements.

B. 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 (HCE), complete the W-9 form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) and provide a Certificate of Liability Insurance. If you are not registered with HCE, please register by going to HCE’s website: <https://vendors.ehawaii.gov/hce/>.
- 2. Submit a current copy of a Certificate of Liability Insurance with the following:
The minimum insurance coverage and limits 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 products 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

3. 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.

4. 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 elected and appointed officials, employees, and volunteers, 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.”

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 Geena Chau, Procurement Specialist, by email at geenac@oha.org.