



State of Hawai'i

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

January 11, 2022

Request for Quotes (“RFQ”) No. LLP 2022-022

WAIALUA COURTHOUSE ROOF REPAIR

To All Interested Parties:

Notice is hereby given that the Office of Hawaiian Affairs (hereinafter “OHA”) will be accepting quotations from interested Offerors that can provide an assessment of and also repair the roof and water damaged areas of the Waialua Courthouse located at 66-207 Kamehameha Highway, Hale'iwa, Hawai'i.

A required site inspection for all interested Offerors will be held on Wednesday, January 19, 2022 from 10:00 a.m. – 2:00 p.m. Hawai'i Standard Time. All interested Offerors shall meet at the Waialua Courthouse. Please contact Taylor Asao to RSVP for the site inspection, by Tuesday, January 18, 2022 at 2:00 p.m. Hawai'i Standard Time, by email at taylor@oha.org. Appointments will be scheduled in 30 minute intervals.

Due to COVID-19, we are requesting that all 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 representatives per Offeror.

The term of this Contract shall be for SIX (6) months from the projected commencement date of February 1, 2022 through and including August 1, 2022 subject to the availability of funds.

Quotes must be received through the HiePRO website by 2:00 p.m. HST on Tuesday, January 25, 2022.

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 Waialua Courthouse is a historic structure and a marquee landmark near the gateway to Hale'iwa Town. The Courthouse is managed by the OHA in partnership with the Waialua Hawaiian Civic Club, in order to provide a land base for beneficiaries and beneficiary organizations to gather, meet, plan and perpetuate Hawaiian culture. As such, community groups use the meeting room facilities throughout the week.

Due to heavy rainfall O'ahu experienced last fall from the Kona Low storm over the recent New Year holiday, a roof repair is critical to protect the integrity of the Waialua Courthouse. The OHA is interested in contracting a roof repair company to fix all portions of the roof that is causing a leak. Additionally, all evidence of water damage from the leak including, but not limited to, the side entrance door, shall also be assessed and repaired.

The Waialua Courthouse is a one-story building, with a basement. See Attachment 2 for the floor plan. The leak is located in the highlighted area called A-1.

Scope of Work

The Offerer shall provide all required labor, materials, permits, tools, and equipment to complete the entire project. The services shall include, but may not be limited to, the following:

- A. Site Inspection. The Offeror shall inspect the roof and all areas where water damage is observed to determine the scope of work needed to complete the repair.
- B. Project Proposal. The Offerer shall provide the OHA with recommendations for the repair of the roof and all water damaged areas in a written proposal. The OHA shall approve the proposal in writing before any repair work may begin. The proposal may include, but is not limited to, the following:
 - 1. Specifications;
 - 2. Recommended materials (as close to the original materials as possible) and alternatives (if any);
 - 3. Estimated timeline to complete the project;
 - 4. Itemized cost breakdown of materials and labor; and
 - 5. Any additional services that may be required to complete the project.
- C. Roof Repair
 - 1. The project work must be scheduled with the OHA Contract Administrator no later than 2 weeks from selected date.
 - 2. The Offeror shall follow the approved Project Proposal.

D. Qualifications

1. C-42 Roofing Contract License issued by the Department of Commerce and Consumer Affairs Professional and Vocation Licensing.
2. 5 years of professional experience as a roofer.

E. Right of Entry

For each day the Offeror seeks to access the Property, the Offeror shall provide the OHA Contract Administrator with a "Daily Plan," which shall include information that identifies the duration of the visit, the staff and equipment to be used, and description of work to be conducted on site.

1. The Offeror shall submit its Daily Plan at least 5 business days prior to the requested access date.
2. The Offeror's access shall be subject to the OHA's written approval of the Offeror's Daily Plan(s) and shall be subject to other conditions that OHA may require.
3. Prior to each access, the Offeror shall coordinate with the OHA Contract Administrator to arrange access to the site together with an OHA staff member, unless otherwise directed by the OHA.
4. The Offeror shall allow only persons acting on its behalf, and its members, employees, officers, directors, representatives, agents, consultants, or contractors necessary for the Project to enter the Property.

F. Other Conditions

1. All trash and debris shall be taken off site and disposed of properly.
2. The Offeror shall be solely liable for damage of any kind while on the Property.
3. The Offeror shall immediately advise the OHA of any problems that arise while executing this scope of work.
4. The Offeror shall comply with the Occupational Safety and Health Act of 1970 standards.
5. The Offeror shall be available to collaborate with any third-party also conducting work on the property (e.g. security, police), as deemed necessary and appropriate by the OHA.

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>.
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:

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 subcontractor 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

- D. 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.

- D. 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 Contractor 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 Hawai‘i Department of Health (DOH) or required by State and county emergency orders, rules, or proclamations related to COVID-19 (novel coronavirus).
- B. 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).
- C. Pursuant to Governor Ige’s Executive Order No. 21-07 issued September 8, 2021 (“Order”), contractors and visitors are required to provide their vaccination or testing status as a condition of entry onto State property and into State facilities. As such, starting on Monday, September 13, 2021, all contractors entering, working, or providing services to any OHA physical worksites shall submit an attestation of their vaccination status and for those who are unvaccinated or partially vaccinated, a negative test result of a COVID-19 test. The Contractor shall be responsible for the following:

1. The Contractor shall identify all employees accessing any OHA physical worksites and provide a written attestation to OHA as to each employee whether they are: (1) fully vaccinated for COVID-19; (2) partially vaccinated for COVID-19 (including receipt of one dose of a two-dose course of vaccination); or (3) not vaccinated for COVID-19;
2. The Contractor will ensure and provide verification that any unvaccinated or partially vaccinated employee is subject to regular COVID-19 testing that shall occur once per week;
3. The Contractor will ensure that any unvaccinated or partially vaccinated employee does not enter, work, or provide services in any OHA physical worksite unless the employee obtains a negative test result of a COVID-19 test as a condition to being allowed to enter or remain in any OHA physical worksite;
4. If not otherwise required by State or county orders, the Contractor will ensure that all employees, whether fully vaccinated, unvaccinated, or partially vaccinated, will wear a mask the entire time they are present in any OHA physical worksite and physically distance themselves from others;
5. Any unvaccinated or partially vaccinated Contractor and/or its employees not in compliance with this Order or found to have submitted falsified information pursuant to this Order shall be precluded from entry to any State facility. Any violation of this Order by a Contractor and/or its employees may also be subject to contractual remedies or other remedies as allowed under the law; and
6. Contractors must e-mail the attestation required pursuant to this Order to their OHA Contract Administrator prior to entering, working, or providing services at any OHA physical worksite.

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 Alison Roney, Procurement Specialist, by email at alisonr@oha.org.