



State of Hawai‘i

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

March 8, 2022

Request for Quotes (“RFQ”) No. LLP 2022-028

GRAVEL MAINTENANCE & REPAIR SERVICES AT WAHIAWĀ LANDS

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 gravel maintenance and repair services at the Whitmore and Kamananui gate located at Wahiaiwā Lands (hereinafter the “Property”).

A required site inspection for all interested Offerors will be held on **Tuesday, March 15, 2022 at 10:00 a.m. Hawai‘i Standard Time**. All interested Offerors shall meet at the entrance gate of the Kukaniloko Birthstone Site (located at the intersection of Kamehameha Hwy and Whitmore Ave in Wahiaiwā, O‘ahu, Hawai‘i 96786). Please contact Michelle Jordan to RSVP for the site inspection, by Monday, March 14, 2022 at 2:00 p.m. Hawai‘i Standard Time, by email at michellej@oha.org. Appointments will be scheduled in 30-minute increments.

Quotes must be received through the HiePRO website by 2:00 p.m. Hawai'i Standard Time on Friday, March 18, 2022.

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 to only two (2) representatives.

The OHA will execute a fixed price contract with the awarded vendor.

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 fee simple owner of 511-acres of agricultural land located in Wahiawā, O‘ahu, Hawai‘i located near Lake Wilson, Kamananui Road, and Kamehameha Highway (“Wahiawā”) TMK No: 7-1-001: 045, 046 & 049.

The OHA is seeking qualified contractors to assess, repair and maintain gravel entry ways on the OHA Wahiawā Lands as shown in Exhibit A (photos of location of the two affected gravel entry way location, Exhibit B (photos of the Kamananui Road Cattle Gate, the entrance, and the area near the ingress/egress road, and Exhibit C (photos of the Whitmore Cattle Gate at the intersection of Whitmore Avenue and Kamehameha Highway and the gravel entry way), respectively, and collectively by reference incorporated herein and made part of this RFQ.

Scope of Work

- A. The Successful Offeror awarded the contract shall perform and/or provide all services required in the contract and specified in the Scope of Work section herein.
- B. The Successful 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.
- C. The Contract Administrator shall act as the contract monitor and principal liaison between the Successful Offeror and the OHA. The Contract Administrator shall assist in resolving policy questions, expediting decisions, and the review of the work performed.
 1. The Successful Offeror shall provide the Contract Administrator a prioritized Project Schedule and commence work upon issuance of a written Notice to Proceed (hereinafter "NTP") from the OHA.
 2. The prioritized Project Schedule shall include, but not be limited to, all tasks to be completed and expected dates for completion and shall be submitted to the OHA within TEN (10) days of the execution of this Contract. The schedule shall be coordinated between the OHA and the Successful Offeror for actual services to be performed and/or provided. Any changes to the schedule shall be agreed upon by both parties no less than FIVE (5) business days prior to the scheduled date.
- D. The Successful Offeror shall complete the Scope of Services in accordance with the timeline set forth in the prioritized Project Schedule after the NTP is received. The time stated for completion shall include the final cleanup of the premises.
- E. The following section reflects the requirements of the Scope of Services that shall include, but may not be limited to:
 1. The Successful Offeror shall assess two (2) gravel entry ways (See Exhibit A for location of entry ways) to determine what portions of the entry ways need to be repaired.

2. The Successful Offeror shall make recommendations to the OHA with an itemized cost breakdown for the repair work. Once the scope of the repair work is determined, the Successful Offeror will conduct the work to complete the repairs.

F. Repair Gravel Entry Way at the Kamananui Road Cattle Gate

1. The Successful Offeror shall repair the gravel that resides in the ingress/egress road on the property beginning at the edge of the Kamananui Road cattle gate. See Exhibit B.
2. Details of the repair work will be determined in consultation with OHA.

G. Repair Gravel Entry Way at the Whitmore Avenue and Kamehameha Highway Intersection Gate

1. The Successful Offeror shall repair the area immediately fronting the large boulders in the easement road and adjacent to the existing chain barrier and posts and the area beyond the posts where the maintenance road is located. See Exhibit C.
2. Details of the repair work will be determined in consultation with the OHA.

H. The Successful Offeror shall lay the materials between EIGHT to TEN inches (8"- 10") deep.

- I. The Successful Offeror shall re-use the gravel currently on site and install new gravel as needed, with prior written consent from the OHA. Any new gravel must be SIX inch (6") minus surge rock or something like the gravel currently on site.

- J. The Successful Offeror shall provide annual gravel maintenance as required to keep both gravel entry ways in working order.

- K. The OHA may request that gravel areas be expanded. The Successful Offeror shall create a project plan and itemized cost breakdown for any requested expansion. Once the project plan and cost breakdown are approved by the OHA, the Successful Offeror shall conduct all work to complete the expansion according to the approved project plan.

L. Right-of-Entry

1. For each day the Successful Offeror seeks to access the Property, the Successful Offeror shall provide the OHA with a "Daily Plan," which shall include information that identifies the duration of the visit, access route to be used, the staff and equipment to be used, location of daily work, and description of work to be conducted on site.
 - i. The Successful Offeror shall submit its Daily Plan at least 10 business days prior to the requested access date.

- ii. The Successful Offeror's access shall be subject to OHA's written approval of the Successful Offeror's Daily Plan(s) and shall be subject to other conditions that the OHA may require.
2. Prior to each access, the Successful Offeror shall coordinate with the OHA and arrange to access the site together with an OHA staff member, unless otherwise directed by the OHA.
3. The Successful 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.
4. Vehicular access is limited to Successful Offeror's vehicles, including heavy machinery, construction type equipment, or non-passenger vehicles.
5. Access to the property will be through the Kamananui Road cattle gate entrance and the Whitmore Cattle Gate entrance at the location shown on Exhibit A.
 - i. The Successful Offeror shall be responsible for providing company lock(s) for the access point cattle gate, as necessary. The Successful Offeror's locks shall be "daisy-chained" to the existing OHA locks and those of the OHA contractors, so as to allow all parties access through their own locks. The Successful Offeror shall remove their locks upon satisfactory completion of the contract. If the Successful Offeror fails to remove their locks at the end of their contract, the Successful Offeror acknowledges that the OHA will cut them off to prevent unauthorized access.
6. Other Conditions
 - i. The Successful Offeror shall procure all goods, services, materials, and permits required to complete the scope of work.
 - ii. The Successful Offeror shall be solely liable for damage of any kind while on the Property.
 - iii. The Successful Offeror shall immediately advise the OHA of any problems that arise while executing this scope of work.
 - iv. The Successful Offeror shall comply with Occupational Safety & Health Act of 1970 standards.
 - v. The Successful Offeror shall meet with an OHA representative in-person as frequently as may be requested by the OHA.
 - vi. The Successful Offeror shall be available to meet with the OHA's Board of Trustees, CEO, and executive team for discussions as requested.

- vii. The Successful Offeror shall be available to collaborate with any third-party also conducting work on the property (e.g. security, police, etc.), 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.chawaii.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 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

- 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 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.
- E. 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 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 Successful Offeror 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 Successful Offeror 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 Successful Offeror 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 Successful Offeror 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 Offeror 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 an Offeror and/or its employees may also be subject to contractual remedies or other remedies as allowed under the law; and

6. The Successful Offeror 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 Michelle Jordan, Procurement Supervisor, by email at michellej@oha.org.