



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

February 26, 2021

Request for Quotes (“RFQ”) No. WCH 2021-014

SEPTIC & CESSPOOL SERVICES FOR WAIALUA COURTHOUSE

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 septic maintenance pumping, and decommissioned cesspool assessment and repair services for the Waialua Courthouse located at 66-207 Kamehameha Highway, Hale‘iwa, O‘ahu; TMK No: 6-6-009:023.

A site inspection for all interested Offerors will be held on Tuesday, March 9, 2021, from 9:00 am to 12:00 noon, Hawai‘i Standard Time. All interested Offerors shall meet at the Waialua Courthouse, 66-207 Kamehameha Highway, Hale‘iwa, O‘ahu. Please contact Brutus LaBenz to RSVP for the site inspection by email at brutusl@oha.org. RSVP no later than March 5, 2021 Hawai‘i Standard Time. Appointments will be scheduled in 30-minute increments.

Due to the 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 one representative.

The term of this Contract shall be for SIXTY (60) months, from May 1, 2021 through and including April 30, 2026, subject to the availability of funds.

Quotes must be received through the HiePRO website by 2:00 p.m. Hawai‘i Standard Time on Friday, March 26, 2021.

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.

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 order 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 throughout the week.

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 septic and cesspool services to the OHA. The services shall include, but may not be limited to, the following:
 1. Septic Maintenance: Perform maintenance cleaning/pumping of septic system. See Exhibit 1 – WCH Septic System.
 - a. Provide regular maintenance yearly and/or as needed.
 - b. The last recorded maintenance work was completed in 2015.
 2. Decommissioned Cesspool Assessment: Assess the existing decommissioned cesspool on site and make recommendations for any needed repair work. See Exhibit 2 – Decommissioned Cesspool Condition.
 - a. OFFEROR shall provide detailed repair recommendations and estimates as line items for the OHA’s consideration.
 - b. Final approval subject to the OHA approval and subject to the availability of funds.
 3. Responsibility for Employees or Agents on the OHA Property
 - a. The OFFEROR shall be solely responsible for the behavior and conduct of their employees or agents on the OHA property.
 - b. A minimum of ONE (1) English-speaking supervisor per crew shall always be present to supervise the performance of work.
 - c. All safety requirements shall be exercised including, but may not be limited to: The use of hardhats, shoes, eye protection, traffic cones, flags, and ropes to direct pedestrians and vehicles away from hazards. The OFFEROR shall bear full responsibility for the safety and appropriateness of its workers' apparel and personal gear.

4. Responsibility for Work

- a. Risk of Loss - The OFFEROR is responsible for and shall bear all risk of loss or damage to any materials, tools, and equipment delivered to the Project Area until completion and final acceptance of the work by the OHA, and to any work completed by the OFFEROR, unless the loss or damage resulted solely from the negligence of the OHA. The OHA is not responsible for any loss or damage to the work completed, or to any materials, tools, or equipment belonging to the OFFEROR resulting from a tortious action of a third-party. The OFFEROR shall look to such other third-party for any right-of-relief in these cases.
- b. Precautions Against Damage - The OFFEROR shall be responsible for:
 - i. Taking all precautions necessary to prevent damage or injury to the work of the OFFEROR, the OHA, or its agents; and
 - ii. Taking all precautions necessary to prevent damage or injury to the property of the OFFEROR or its employees, the OHA or its agents, and members of the general public.
 - iii. These measures shall include, but may not be limited to, laying drop cloths, construction shields and guard fences, and any other precautionary measures which may be warranted and approved of by the OHA.
- c. Attorneys' Fees and Costs - If the OFFEROR's actions arising out of or relating to this Contract cause the OHA to retain counsel to assist it in resolving the matter in dispute or if the OHA is forced to pursue legal action against the OFFEROR to enforce the terms and conditions of this Contract, then the OHA shall be entitled to its attorneys' fees and costs incurred therein.

5. Communications

- a. The OFFEROR shall be available to meet with the OHA, its Board of Trustees, and its staff as deemed necessary and at the frequency as determined by the OHA.
- b. The OFFEROR shall be available to meet with the community or third party as deemed necessary and at the frequency as determined by the OHA.

6. Increase, Decrease or Change in Services

- a. The OHA reserves the right to increase or decrease the required clearing and maintenance services during inspection and during the Contract period.
- b. All requests for increased services shall be provided at the same or similar rates for clearing and maintenance services.
- c. Adverse conditions that may require major changes not stated in the contract must be reported to the OHA Contract Administrator or the OHA authorized representative. All modifications require prior written approval by the OHA.

7. Schedule

- a. All work must be scheduled during the OHA business hours (Monday through Friday, 7:45 a.m. – 4:30 p.m. Hawai'i Standard Time, excluding State holidays).
- b. The OFFEROR shall work with the OHA to schedule contract services.

8. The OFFEROR shall perform all work in accordance with all applicable codes, local ordinances, and requirements.
 9. The OFFEROR shall comply with all State, Federal, and County requirements, and shall obtain all necessary permits as required to complete the Scope of Services.
 10. The OFFEROR shall provide all required labor, materials, permits, plans, engineering, tools, equipment, and local and state inspections to provide a 100% completed project.
- 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 follow all Federal, State, and County guidelines and emergency orders related to COVID-19, as well as agency-specific guidelines such as those set forth in the OHA COVID-19 Safety & Health Plan. The OHA COVID-19 Safety & Health Plan is updated as appropriate and is subject to change. The most current version of the OHA COVID-19 Safety & Health Plan will be made available to the OFFEROR before the start of performance of services.
- E. The OFFEROR shall follow Basic Infection Prevention Measures of All OHA Work Sites as set forth in the OHA COVID-19 Safety & Health Plan when performing services on behalf of OHA, performing services on OHA work sites, and/or visiting OHA work sites. This includes but is not limited to: staying home if sick; wearing face masks; frequent and thorough handwashing; respiratory etiquette; daily routine cleaning and disinfecting of frequently touched surfaces, equipment, and other elements of the work environment; and physical distancing in accordance with CDC guidelines.

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.