



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

March 29, 2021

Request for Quotes (“RFQ”) No. WCH 2021-017

PEST CONTROL 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 pest control 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 Wednesday, April 14, 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 Monday, April 12, 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 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 received through the HiePRO website by 2:00 p.m. Hawai‘i Standard Time on Wednesday, April 28, 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 pest control inspection, servicing, maintenance, and other pest related services for the Waialua Courthouse. The services shall include, but may not be limited to, the following:
 1. The OFFEROR agrees to satisfactorily provide the services hereinafter set forth which includes but may not necessarily be limited to:
 - a. An initial site inspection.
 - b. Recommended services, frequency of services and associated costs.
 - c. Services subject to the OHA approval and available budget.
 - d. Pest control for the following pests: termites, wasps, rodents, cats, and chickens.
 2. Minimum and/or mandatory requirements for services:
 - a. Right of Entry
 - i. For each day the OFFEROR seeks to access the property, the OFFEROR shall provide the OHA with a "Daily Plan" which shall include information that identifies the duration of the visit, the staff and equipment to be used, location of daily work and description of work to be conducted on site.
 - ii. The OFFEROR's access shall be subject to the OHA's written approval of the Daily Plan(s) and shall be subject to other conditions that the OHA may require.
 - iii. 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.
 - iv. The OHA Contract Administrator shall coordinate a schedule with the OFFEROR for pest services. Any changes to the schedule shall be agreed

upon by both parties no less than FIVE (5) business days prior to the scheduled date.

- v. All work must be done between 7:45 a.m. and 4:30 p.m., Monday through Friday, excluding State holidays.
- vi. The OFFEROR shall provide proper safety signs, as necessary, and shall not obstruct the free flow of traffic, ingress and egress of private driveways and public right-of-way access.
- vii. The OFFEROR shall post temporary signage at the entrance of the Project Area and near the work areas to notify the public of any closed areas during scheduled work. No area should be closed without the OHA's consent.
- viii. The OFFEROR shall take adequate measures to alert, warn and protect the public from any hazardous conditions in and around the immediate work site.

3. 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.
- 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,	Bodily injury liability limits of \$1,000,000 each person and \$1,000,000 per accident; property damage liability

non-owned, and hired automobiles	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.