



**STATE OF HAWAII OFFICE OF
HAWAIIAN AFFAIRS**
560 NORTH NIMITZ HIGHWAY, SUITE 200
HONOLULU, HAWAII 96817

March 25, 2019

REQUEST FOR QUOTES – RFQ LPM 2019-29

PALAEUA CULTURAL PRESERVE DRAINAGE EASEMENT

To All Interested Parties:

Notice is hereby given that the Office of Hawaiian Affairs (hereinafter “OHA”) will be accepting quotes from interested vendors to conduct an annual inspection and report for the drainage easement located at the Palauea Cultural Preserve in Palauea, Honua‘ula, Maui, Hawai‘i, TMK No: 2-1-023: 034.

A mandatory site inspection for all interested vendors will be held on Tuesday, April 9, 2019 at 11:30am. All interested parties shall meet at the Palauea Cultural Preserve in Palauea, Honua‘ula, Maui. To RSVP for the site inspection, please contact Jennifer Lau, Procurement Specialist, by 3:30 p.m., Friday, April 5, 2019 by email at jenniferl@oha.org or by phone at (808) 594-1815. Please note that the terrain at Palauea is very rocky and is scattered primarily with kīawe trees. Some things you may consider wearing for the day: appropriate footwear, headgear, sunscreen, long sleeved shirts, and long pants.

The Successful Vendor shall start services upon receiving the notice to proceed to complete the scope of work.

Quotes shall be received through the HIePRO website by 2:00 p.m. HST on Thursday, April 18, 2019.

I. BACKGROUND

The OHA is the fee simple owner of the Palauea Cultural Preserve in Palauea, Honua‘ula, Maui (the “Property”). The 20.8 acre Property contains some of the last native Hawaiian archaeological sites in the surrounding area, which is mainly comprised of high-end residential and commercial developments. A number of native and Polynesian introduced plant species can also be found on the Property.

There are several drainage easements on the Property, one of which is a channelized drainage canal that borders the northern edge of the Property fronting Kaukahi Street. This drainage canal is the subject of this inspection and cleaning (hereinafter referred to as the “Easement”). The purpose of this contract is to ensure the drainage easement is in proper working condition as to prevent any damage to the OHA’s lands, cultural sites, and surrounding properties in the event of a large storm water event.

II. SCOPE OF WORK

The Successful Vendor shall provide and perform the services required in a satisfactory and proper manner as determined by the OHA. The services shall include, but may not be limited to, the following:

1. The Successful Vendor shall provide the OHA Contract Administrator with a project schedule, inclusive of all tasks to be completed and expected dates of completion within FOURTEEN (14) days of the execution of this Contract.
2. The Successful Vendor shall comply with all State, Federal, and County requirements, and shall obtain all necessary permits, licenses, goods, services, and materials as required to complete this Scope of Work.
3. Drainage Inspection
 - a. The Successful Vendor agrees to satisfactorily conduct an inspection of the entire length of the drainage easement within the OHA property and all areas surrounding the easement that could impact water drainage across the easement.
 - b. The Successful Vendor shall review the previously conducted Drainage Inspection Report and utilize the OHA Palauea Drainage Easement Maintenance Plan and Inspection Form for the purposes of this inspection. **See** Exhibit A: OHA Palauea Drainage Inspection Report.
 - c. The Successful Vendor shall conduct site investigations to inspect the existing drainage conveyance and easement area within the OHA property.
 - d. All work on OHA’s Palauea property shall be conducted between 7:45 a.m. and 3:30 p.m., Monday through Friday, excluding State and OHA holidays, unless otherwise approved by the OHA in writing.
 - e. The Successful Vendor shall exert extreme care during site visits to prevent damage to the archeological and cultural sites, and the indigenous and endemic plants.
 - f. The OHA will grant a Right-of-Entry to the Successful Vendor upon the execution of this Contract, which the Successful Vendor shall comply with during its access and use of the property.

- g. The Successful Vendor shall be responsible for keeping the area where its employees are working clean and for removing all waste, debris, or other material brought onto the site by the Successful Vendor upon completion of each workday.
- h. The Successful Vendor shall be solely responsible for the behavior and conduct of their employees or agents on the OHA's property. The Successful Vendor shall, furthermore, ensure proper safety protocols are followed to protect the health and wellbeing of its employees and agents, including but not limited to, requiring appropriate apparel, other personal gear, and hydration.

III. REQUIREMENTS

1. The work shall comply with State, Federal, and County laws and requirements and the Occupational Safety and Health Administration (OSHA) laws and regulations. The Successful Vendor shall adhere to all provisions of the Hazard Communications Standard as administered by OSHA, State of Hawaii pertaining to hazards at the jobsite, and any other State, County, or Federal safety requirements.
2. Under the Hawaii Revised Statutes (hereinafter "HRS") section 444-7(b), the interested vendor shall hold the "A" General Engineering Contractor classification and pursuant to the HRS Chapter 44 and Hawaii Administrative Rules (hereinafter "HAR") chapter 16-77, must be compliant to provide services for this project.
3. Fixed-Price Proposal. The interested vendor shall provide one fixed-price proposal for the complete project that includes every aspect of the work, itemizes all costs associated with providing the services including, but not limited to the General Excise Tax.
4. The Successful Vendor is required to furnish all labor, materials, tools, transportation, incidental and supplies and to determine the means, methods and schedules required to complete the work in accordance with the contract documents with a fixed-price contract.
5. The Successful Vendor shall be required to obtain all required insurance as a part of the contract price. The Successful Vendor shall not commence any work until it obtains all required insurance. All insurance must be maintained with a company authorized by law to issue such insurance in the State of Hawaii. The Successful Vendor shall maintain all insurance until final acceptance of the work by the OHA.
6. Permits and Licenses. As a part of the contract price, the Successful Vendor shall obtain all permits and licenses required by law to perform the work and pay charges, fees and taxes incidental to obtaining such permits and licenses. The Successful Vendor assumes exclusive responsibility for identifying and acquiring all permits and licenses necessary to perform the work, except for those permits and licenses identified in the contract documents as being the responsibility of the OHA.
7. The Successful Vendor shall provide safety signs, as necessary.

8. The Successful Vendor shall immediately advise the OHA of any problems that arise while executing this scope of work.
9. Wage Certificate. All interested vendors shall complete and submit the Wage Certification Form certifying that the services required will be performed pursuant to HRS, Section 103-55. See Exhibit B: Wage Certificate.
10. Workforce. The Successful Vendor shall provide all supervision, skill and unskilled labor needed to perform the work. The Successful Vendor shall prepare a list of all the names of personnel working for the Contractor and any subcontractors, the list shall be submitted to the Contract Administrator at least fourteen (14) days prior to commencement of work.
11. Subcontractors. The Successful Vendor shall be responsible for the conduct and workmanship of subcontractors engaged in the Project, and for subcontractors' compliance with the term of the Scope of Work. The Successful Vendor is responsible for the behavior and workmanship of subcontractors while on the property.
12. The Successful Vendor shall be responsible for keeping the area where its employees are working clean and for removing all waste, debris, or other material brought on the site by the Successful Vendor upon completion of each workday.
13. The Successful Vendor shall be solely responsible for damage of any kind caused by its personnel and/or agents while on the Property.
14. The Successful Vendor shall exert extreme care during this process, and during other site visits, to prevent damage to the archeological and cultural sites, and the indigenous and endemic plants.
15. Modification to Contract. The Successful Vendor shall not incur any costs beyond those described in the Scope of Work unless directed in writing by the OHA. Any work performed by the Successful Vendor beyond this Scope of Work without written direction from the OHA shall be at the risk and at no cost to the OHA. All modifications and terminations of the contract shall be in compliance with the HAR §3-125.
16. The Successful Vendor shall immediately advise the OHA of any problems that arise during the execution of this Scope of Work.
17. The Successful Vendor shall meet with an OHA representative in-person as frequently as may be requested by the OHA.
18. The Successful Vendor shall be available to meet with the OHA's Board of Trustees, CEO, and Executive Team for discussions as requested.

19. The Successful Vendor shall be available to collaborate with any third party also conducting work on the Property (e.g. security, police, management), as deemed necessary and appropriate by the OHA.

20. Right of Entry

- a. For each day the Successful Vendor seeks to access the property, the Successful Vendor 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.
- b. The Successful Vendor’s access shall be subjected to the OHA’s written approval of the Daily Plan(s) and shall be subjected to other conditions that the OHA may require.
- c. The Successful Vendor shall allow only persons acting on its behalf, and its members, employees, officers, directors, representatives, agents, consultants, or subcontractors necessary for the project to enter the property.

21. Within ten (10) days of the award for a contract, the Successful Vendor must be registered as a business in the State of Hawai‘i, be compliant with Hawai‘i Compliance Express, complete the OHA W-9 form and 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 Limits</u>	<u>Limits</u>
General Liability	\$2,000,000 general aggregate \$1,000,000 each occurrence
Automobile Liability	\$1,000,000 Combine Single Limit (each accident)
Worker’s Compensation/ Employer’s Liability	\$100,000 each accident \$500,000 disease policy limit \$100,000 disease policy limit per employee

22. 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 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.”
- 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 Jennifer Lau, Procurement Specialist, by email at jenniferl@oha.org or by phone at (808) 594-1815.