State of Hawaiʻi

560 North Nimitz Highway, Suite 200
Honolulu, Hawaiʻi 96817

March 23, 2022

Request for Quotes (“RFQ”) No. LLP 2022-027

GATE INSTALLATION & 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 gate installation and repair services to the Whitmore and Kamananui gates located at Wahiawā Lands (hereinafter the “Property”).

A required site inspection for all interested Offerors will be held on **Wednesday, March 30, 2022 at 10:00 a.m. Hawaiʻi Standard Time.** All interested Offerors shall meet at the entrance gate of the Kukaniloko Birthstone Site (located at the intersection of Kamehameha Highway and Whitmore Avenue in Wahiawā, Oʻahu, Hawaiʻi 96786). Please RSVP for the site inspection, by Tuesday, March 29, 2022 at 2:00 p.m. Hawaiʻi Standard Time via email at proposals@oha.org.

**Quotes must be received through the HIePRO website by 2:00 p.m. Hawaiʻi Standard Time on Friday, April 1, 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 attendance to only two (2) representatives per Offeror.

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.

RFQ No. LLP 2022-027 Gate Installation & Repair Services at Wahiawā Lands
**Background**

The Office of Hawaiian Affairs is the fee simple owner of 511-acres of agricultural land in Wahiawā, Oʻahu, Hawaiʻi located near Lake Wilson, Kamananui Road, and Kamehameha Highway (“Wahiawā”) TMK No: 7-1-001:045 and 049.

OHA is seeking qualified contractors to assess and repair and/or replace two entry gates on the OHA Wahiawā Lands. The entry on the Kamananui Road side of the property is badly damaged and difficult to open and close and will likely need to be totally replaced. Please review the photos of the damaged gate in Exhibit A. The entry gate located at the Whitmore Avenue and Kamehameha Highway intersection is damaged but to a lesser extent and may only require its drop rod replaced or repaired. Please review Exhibit B for photos of the damaged gate. The aforementioned Exhibit A and Exhibit B, respectively, are collectively by reference incorporated herein and made part of this RFQ.

**Scope of Work**

A. The Successful Offeror shall provide gate installation and repair services that will support the OHA in maintaining its Whitmore and Kamananui gates located at Wahiawā Lands, which shall include, but may not be limited to, the following:

B. The Successful Offeror shall visit the jobsite and verify all existing conditions, site, structure, dimensions, etc., before submitting a bid. No additional compensation will be made because of any misunderstanding or error regarding condition or amount and kind of work to be done.

C. The Successful Offeror shall provide all necessary materials, tools, and equipment to complete this project in a professional manner.

D. The Successful Offeror shall verify location of any existing utilities lines and to take necessary precaution to not damage it.

E. The Successful Offeror shall assess two (2) damaged gates on the OHA Wahiawā Lands to determine if the gates need to be totally replaced or can be repaired.

F. The Successful Offeror shall provide their written recommendations with cost estimates for repair or replacement to OHA.
   
   - The Successful Offeror’s written recommendations will provide justifications for the various options in writing.
   - The Successful Offeror will consult the OHA on which options best fits the needs of OHA.

G. Once the OHA decides on the best option for repair and/or replacement, the Successful Offeror shall submit a timeline for installation.
o The Successful Offeror will proceed with the installation once the timeline for installation in approved in writing by the OHA.

H. The Successful Offeror shall conduct the repair and/or replacement according to the agreed upon timeline and will coordinate access to the project site with the OHA.

**Gate Specifications:**

Details of gate specification will be determined in consultation with the Successful Offeror and the OHA. However, the following specification are anticipated:

- A newly fabricated gate shall have the same dimensions as the current gate.
- If a gate is to be replaced, it shall be replaced by the same type/style gate but selected materials may be upgraded to those which can withstand similar damage in the future.
- All products and services shall be in accordance with all applicable federal, state and local statutes, rules, ordinances, etc.

**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


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:
<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability (including personal injury, death, and property damage)</td>
<td>$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.</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000 each occurrence.</td>
</tr>
<tr>
<td>Umbrella Liability</td>
<td>$2,000,000 aggregate.</td>
</tr>
<tr>
<td>Automobile Insurance covering all owned, non-owned, and hired automobiles</td>
<td>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.</td>
</tr>
<tr>
<td>Workers Compensation as required by laws of the State of Hawai‘i</td>
<td>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</td>
</tr>
<tr>
<td>Professional Liability (Errors and Omissions)</td>
<td>$1,000,000 per claim</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 annual aggregate</td>
</tr>
</tbody>
</table>

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.

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 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 Michelle Jordan, Procurement Supervisor, by email at michellej@oha.org.
EXHIBIT A. Photos of Damaged Gate on Kamananui Road