HAWAII PUBLIC HOUSING AUTHORITY
REQUEST FOR QUOTES
RFQ-PMB-16-2024

Furnish Fence Repair Services at Kahekili Terrace under Asset Management Project 39 on Maui

Pursuant to Chapter 103D, Hawaii Revised Statutes, the Hawaii Public Housing Authority (HPHA) will be accepting quotes to furnish fence repair services at Kahekili Terrace under Asset Management Project 39 on Maui.

The HPHA reserves the right to reject any or all quotes and may waive any quote defects when such action is in the best interest of the State. The award to the lowest responsible and responsive offeror will be made by the HPHA and is subject to the availability of funds. Nothing in this Request for Quotes shall be construed to obligate the HPHA to encumber a Contract using funding sources not specifically budgeted for this purpose.

I. Scope of Work

A. Provide all equipment, labor, disposal, materials and perform all operations necessary for the following work:

1. Kahekili Terrace A, Portion of perimeter fencing along Piihana Road

   i. Remove:
   - 41' x 6'h of damaged chain link fencing
   - 31' x 4'h. of chain link fencing

   ii. Supply and install in place complete with new:
   - 41'x6'h. of the 11 g. PVC green coated chain link fencing with PVC green slats on galvanized framework & fittings
   - 31'x4'h. of the 11g. PVC green coated chain link fencing with PVC green slats on existing galvanize framework

2. Kahekili Terrace A, Piihana Road, Perimeter near Basketball Court

   i. Supply and install in place complete with new:
   - All posts, sleeves and cross bars to restore/re-establish framework
   - 72' x 6'h of the 9ga. galvanize chain link fencing onto framework

3. Kahekili Terrace B, 2015 Holowai Place, Basketball Court

   i. Remove and replace:
   - five (5) fence posts, five (5) top rails and five (5) center rails to tie into existing fence and framework.
   - 96 lineal feet of 6 ft high galvanized chain link fencing, 9 gauge and green coated

along the fencing framework

During the term of the contract, the HPHA reserves the right to negotiate with the Successful Offeror for the furnishing of additional services should the need for additional services arise related to this project. Additional services may be made via issuance of a modification to the resulting award. Such additional services may include, without limitation: additional damages to the fence discovered after issuance of this RFQ and during the performance period of the resulting Contract.

II. General Requirements

A. Qualifying requirements

1. The Successful Offeror shall comply with the chapter 103D, HRS, Cost Principles for Purchase of Goods and Services and applicable HUD rules.

2. The Successful Offeror must have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.

B. Certifications of Eligibility

The Successful Offeror shall demonstrate vendor compliance with Federal and State laws:

1. Tax Clearance, Form A-16;

2. Department of Labor and Industrial Relations, Application for Certification of Compliance, Form LIR #27; and

3. Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

   Instead of separately applying for these paper certificates at the various State and Federal agencies, the HPHA recommends that Successful Offerors use the Hawaii Compliance Express (HCE), which allows business to register online through a simple wizard interface at:

   http://vendors.ehawaii.gov/hce/splash/welcome.html

   The HCE is hosted by the Hawaii Information Consortium, LLC (HIC) and provides the applicant with a "Certificate of Vendor Compliance" with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Offerors electing to use the HCE services will be required to pay an annual subscription fee of $12.00 to the HIC.

C. Special Conditions

1. **The HPHA and the Successful Offeror are subject to the following mandatory Federal contract clauses:**

   i. **Section 6002 of the Solid Waste Disposal Act**, as amended by the Resource Conservation and Recovery Act.

   ii. **Examination and Retention of Contractor's Records**. The HPHA, HUD or Comptroller General of the United States or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

   iii. **Right in Data and Patent Rights** (Ownership and Proprietary interest). The HPHA shall have exclusive ownership of all proprietary interest in and the right to full and exclusive possession of all information materials, and documents discovered or produced by the Contractor pursuant to the terms of this Contract.

   iv. **Energy Efficiency**. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State of Hawaii.

   v. **Termination of Cause and for Convenience**. The HPHA may terminate this contract in whole, or from time to time in part for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). Any notice of termination shall be provided in writing. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the HPHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

D. The Successful Offeror shall take precautions against damages to properties while performing the services. All damages resulted from the Successful Offeror's operations shall be repaired at the expense of the Successful Offeror. The Successful Offeror shall repair all damages caused by Successful Offeror's equipment or employees to existing utilities and structures, including without limitation water lines, electric conduits, sewer lines, and buildings. If such repairs are not completed within a reasonable time frame, the HPHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repair costs from moneys due or may thereafter become due to the Successful Offeror. In the event moneys due to the Successful Offeror is insufficient for this purpose, the Successful Offeror shall pay the difference upon demand by the HPHA.

E. For the duration of the Contract, the HPHA has the right to temporarily suspend work operation and/or terminate the Contract during any phase of the Contract due to the Successful Offeror's non-compliance. Operation may resume upon approval by the Contract Administrator and/or designee when the Successful Offeror's non-compliant performance has been satisfactorily corrected for all non-performance issues. Any losses resulting from work delays due to Successful Offeror's non-compliant performances shall be the sole responsibility of the Successful Offeror and shall be promptly remedied by the Successful Offeror at his/her own expense.

F. Wages and Labor Law Compliance and Weekly Certified Payroll Submission

Pursuant to section 103-55, Hawaii Revised Statutes (HRS), wages, hours, and working conditions of employees of contractors performing services, prior to an offeror entering in a contract to perform services in excess of $25,000 for any governmental agency, the offeror shall certify that services to be performed will be performed under the following conditions:

1. Wages. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

   The Successful Offeror shall give a copy of the rates of wages to each employee employed under the contract at the time each employee is employed; provided that the contractor does not have to provide the contractor's employees the wage rate schedules where there is a collective bargaining agreement; and

2. Compliance with labor laws. All applicable laws of the federal and state government relating to workers compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

   The State has determined that work to be performed under the resulting Contract is similar to various General Laborer positions under Bargaining Unit 01. Reference **Exhibit 1** for General Laborer II / General Laborer III Position Classifications and Specifications. Therefore, the Successful Offeror shall be required to pay their employees the prevailing State wages for work performed under the resulting Contract. The current wage rates for the period effective July 1, 2023 are available on the Department of Human Resources Development website at http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/bu-01-blue-collar-non-supervisor/ and are listed as follows:

Class	**Hourly Rate**
	Effective 07/01/2023
GENERAL LABORER II (BC-03)	$23.84
GENERAL LABORER III (WS-03)	$25.52

Offerors are further advised that in the event of an increase in wages for public employees performing similar work during the Contract performance period, the Successful Offeror shall be obligated to provide wages not less than those increased wages.

At the time of quote submission offerors are required to complete and submit the attached wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS should the quote be submitted in excess of $25,000. Reference attached Attachment A - Wage Certificate.

During the Contract performance period for award in excess of $25,000, the Successful Offeror shall submit a certified copy of all payroll for employees and subcontractors performing services under the resulting Contract to the HPHA on a weekly basis. The certified copy of payroll shall demonstrate compliance with section 103-55, HRS. The certified payroll shall include the following information:

i. Name of each employee
ii. Employees correct classification
iii. Rate of pay
iv. Daily and weekly number of hours worked
v. Deductions made
vi. Actual wages paid

Payroll records for all employees working under the resulting Contract shall be maintained by the Successful Offeror and the Successful Offeror's subcontractor during the course of the work and preserved for a period of three (3) years thereafter. The Successful Offeror shall make payroll records available for examination within ten (10) days from the date of a written request from the HPHA or any unauthorized representatives thereof.

No Contract in excess of $25,000 shall be awarded unless all conditions of this section are met. Failure to comply with the conditions of this section during the Contract performance period shall result in a cancellation of the Contract, unless such noncompliance is corrected within a reasonable period as determined by the HPHA. Final payment of the Contract shall not be made unless the HPHA determined that the noncompliance has been corrected.

G. Compensation and Payment Terms

Section 103-10, Hawaii Revised Statutes provides that the HPHA shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate the 30- day payment period. For purposes of this section, the Successful Offeror's invoice date shall not be considered. The Successful Offeror shall submit invoice(s) for services rendered to:

Hawaii Public Housing Authority
Asset Management Project 39
P.O. Box 17907
Honolulu, Hawaii 96817

H. Campaign Contributions by State and Country Contractors Prohibited

If a Contract is awarded as a result of this solicitation, the Successful Offeror agrees to comply with §11-355, HRS, which states that campaign contributions are prohibited from a State and County Government Contractor during the term of the Contract if the Contractor is paid with funds appropriated by the legislative body between the execution of the Contract through the completion of the Contract.

I. No-Smoking Policy

Smoking of tobacco or any other plant material as well as electronic smoking devices is strictly prohibited on HPHA properties. The Successful Offeror agrees and shall adhere to this no-smoking prohibition while on HPHA property. Such violation may be considered a breach of this Contract and result in suspension or termination.

J. The Successful Offeror shall be responsible for ensuring traffic control in work area(s).

III. Time of Performance and Work Schedule

A. Time of Performance

The Successful Offeror **shall commence work on or about Monday, 18 November 2024 or upon Notice to Proceed and be completed no later than thirty (30) calendar days** from receipt of Notice to Proceed unless there are circumstances beyond the Awardee's control, which are acceptable to the HPHA. NOTE: The time of performance in this contract is **extended to start at a later date due to the back log of work for the majority of vendors on Maui. The work can be scheduled to be completed at an earlier date if the successful offeror chooses to do so and coordinates with the AMP manager in advance.**

B. The Successful Offeror shall provide a work schedule to the HPHA prior to the start of services. Work shall be performed Mondays through Fridays, excluding State holidays, from 8:00 a.m. to 4:00 p.m. Hawaii Standard Time (HST).

C. The HPHA is not responsible for and shall not pay overtime pay resulting from the Successful Offeror's scheduling of staff.

IV. Site Inspection

A site inspection will be available as follows
Date of visit: Thursday, May 30th
Time: 9:00a
Location: 2015 Holowai Place, Wailuku
Contact Person: Vanessa Medeiros
Contact Phone for Day of Visit: (808) 397-6166

A site inspection is not required in order to submit a quote but is highly encouraged to become familiar with the existing conditions and the nature of the work to be performed. No additional compensation shall be allowed by reason of any misunderstanding or error regarding the conditions of the work to be performed.

V. Quote Submission

The total quote amount shall be the all-inclusive cost to the HPHA, including all applicable taxes, for providing the services specified. The HPHA is not responsible for and shall not pay overtime pay resulting from the Successful Offeror's scheduling of staff.

The quote shall include all labor, material, equipment, administrative and personnel costs and any increase in costs for benefits required by law that are automatically increased as a result of increase wages, such as Federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

Quote shall be submitted on the HIePRO not later than Friday 7 June 2024; 2:00 p.m. HST and include the following:

A. Provide the all-inclusive **unit price for each line item** listed on the HIePro. The HIePro will multiply the unit price by the quantities indicated to calculate the price quote.

B. **If quote total is in excess of $25,000, upload the completed Wage Certificate as an attachment to the HIePRO quote submission.**

VI. Attachments

Exhibit 1 – General Laborer Position Specifications
Attachment A – Wage Certificate

EQUAL HOUSING OPPORTUNITY