



State of Hawai‘i

INVITATION FOR BIDS
IFB NO. COMM 2024-008

KA WAI OLA PRINTING AND DISTRIBUTION

ISSUED DATE: Wednesday, November 1, 2023

DUE DATE: Friday, November 17, 2023, 2:00 p.m. HST

Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817

NOTICE TO BIDDERS
(Chapter 103D, Hawai‘i Revised Statutes)

INVITATION FOR BIDS (IFB) No. COMM 2024-008

KA WAI OLA PRINTING AND DISTRIBUTION

Notice is hereby given that pursuant to Chapter 103D, Hawai‘i Revised Statutes, the Office of Hawaiian Affairs (hereinafter “OHA”) will be accepting sealed bids to provide printing, distribution, and subscription list management services for the OHA’s Ka Wai Ola publication.

The Invitation for Bids (hereinafter “IFB”), Specifications, and Bid Offer Form will be available to download from the State Procurement Office (hereinafter “SPO”) website at: <https://hiepro.ehawaii.gov>, or the OHA website at: www.oha.org/solicitations beginning Wednesday, November 1, 2023.

Sealed bids must be received via HIePRO no later than 2:00 p.m. Hawai‘i Standard Time (hereinafter “HST”), Friday, November 17, 2023.

The OHA reserves the right to reject any or all bids and to accept the bids in whole or part when determined to be in the best interest of the OHA. Please contact Geena Chau, IFB Coordinator, at geenac@oha.org if you have any questions.

OFFICE OF HAWAIIAN AFFAIRS
Stacy Ferreira
Ka Pouhana, Chief Executive Officer

IFB Table of Contents

Section 1: Administrative Overview	1
Section 2: Specifications	9
Section 3: Bid Offer Form and Instructions.....	23
Section 4: Bid Evaluation & Award	25
Section 5: Attachments	26
Attachment 1: Bid Offer Form	
Attachment 2: Wage Certificate	
Attachment 3: OHA General Terms & Conditions	
Attachment 4: State of Hawai'i Holidays	
Attachment 5: Bid Submittal Checklist	

SECTION 1

ADMINISTRATIVE OVERVIEW

I. AUTHORITY

This Invitation for Bids (hereinafter “IFB”) is issued under the provisions of Chapter 103D, Hawai‘i Revised Statutes (hereinafter “HRS”) as amended, and its related Hawai‘i Administrative Rules (hereinafter “HAR”), as amended. Prospective bidders are held responsible for presumptive knowledge of all requirements of the cited authorities; the submission of a bid offer by a bidder shall constitute admission of such knowledge.

II. IFB ORGANIZATION

This IFB is organized into five (5) sections:

- Section 1 Administrative Overview – Provides interested bidders with an overview of the procurement process.
- Section 2 Specifications – Provides interested bidders with a general description of the tasks to be performed, delineates applicant responsibilities, and defines applicable deliverables.
- Section 3 Bid Offer Form and Instructions – Describes the required format and content of the bid submission.
- Section 4 Bid Evaluation & Award – Describes how bids will be evaluated by the OHA Procurement Services Program.
- Section 5 Attachments

III. CONTRACTING OFFICE

The Contracting Office is responsible for overseeing the procurement and contracting resulting from this IFB. The contact information for the Contracting Office is:

Office of Hawaiian Affairs
Procurement Services Program
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817
Telephone: (808) 582-0500

The designated IFB Coordinator for this solicitation is:

Geena Chau
Procurement Services Program
Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817
Telephone: (808) 582-0502
Email: geenac@oha.org

The OHA reserves the right to change the IFB Coordinator without notice.

The Communications Program is responsible for monitoring the services performed under the Contract. The designated OHA Contract Administrator for this solicitation is:

Lisette "Pua" Fernandez-Akamine
Communications Program
Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817
Telephone: (808) 204-2464

Any changes to the OHA Contract Administrator or his/her designated representative shall be provided in writing to the Successful Bidder. The OHA reserves the right to change the OHA Contract Administrator and shall be responsible to notify the Successful Bidder.

IV. PROCUREMENT TIMELINE

<u>Activity</u>	<u>Scheduled Dates</u>
Public Notice Announcing IFB	Wednesday, November 1, 2023
Distribution of Bid Specs/Bid Offer Form	Wednesday, November 1, 2023
Questions Due to the OHA	Wednesday, November 8, 2023
Responses Due from the OHA	Thursday, November 9, 2023
Bid Submittal HlePRO Deadline	Friday, November 17, 2023, 2:00 p.m. HST
Bid Opening via HlePRO	Friday, November 17, 2023, 2:00 p.m. HST
Notice of Award	December 2023
Contract Execution	December 2023
Contract Commencement Date	January 1, 2024

The OHA reserves the right to amend or revise the timetable without prior written notice. Contract execution and commencement dates are subject to the availability of funds. No services shall be provided prior to the execution of a Contract.

V. SUBMISSION OF QUESTIONS

Interested Bidders may submit written questions to the IFB Coordinator identified in Item III. of Section 1 of this IFB. The deadline for submission of written questions is Wednesday, November 8, 2023. All written questions will receive a written response from the OHA. The OHA's response to written questions shall be issued in an addendum and available on HIEPRO on Thursday, November 9, 2023.

VI. SUBMISSION OF SEALED BIDS

A. Forms/Formats

The Bid Offer Form is attached in Section 5 of this IFB. See Attachment 1, Bid Offer Form. The Bid Offer Form and Wage Certificate shall be completed and submitted with your bid. The Bid Offer Form and Wage Certificate are available for download from the SPO HIEPRO website at: <https://hiepro.ehawaii.gov>, or the OHA website at: www.oha.org/solicitations.

B. Bid Submittal

Offers shall be submitted and received through HIEPRO no later than the date and time stamped on the cover page of the IFB and as shown in the HIEPRO. Timely receipt of bid offers shall be evidenced by the date and time registered by HIEPRO. Any original bid offers received outside of HIEPRO, including faxed, hand-delivered, or e-mailed offers, shall not be accepted or considered for the award. Any bid offer received after the due date and time shall be rejected.

Interested Bidders are advised to not wait until the last minute to submit their bid offer on HIEPRO. Interested Bidders should allow ample time to review their submittals on HIEPRO, including all attachments, prior to the due date and time. Submission must be completed and submitted by the due date and time. If the submission is not completed and submitted by the due date and time, HIEPRO will not accept the offer.

C. Wages and Labor Law Compliance

Prior to entering into a Contract in excess of \$25,000, the Successful Bidder shall certify that it is in compliance with section 103-55, HRS, Wages, hours, and working conditions of employees of the Contractor performing services. Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages to public officers and employees for similar work. Interested Bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Successful Bidder shall be obligated to provide wages not less than those increased wages.

Interested Bidders shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 2: Wage Certificate.

The Successful Bidder shall be obligated to notify their employees performing work under the Contract regarding the provisions of section 103-55, HRS, and current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a notice in the Successful Bidder's place of business in an area accessible to all employees.

D. Confidential Information

If a bidder believes that any portion of a bid contains information that should be withheld as confidential, the bidder may request in writing for nondisclosure of designated proprietary data and provide justification to support confidentiality. Such data shall accompany the bid, clearly marked, and shall be readily separable from the bid documents to facilitate eventual public inspection of the non-confidential section of the bid documents. Nondisclosure of requested information is subject to chapter 92F, HRS, and is discoverable unless exempted by law. **Note that price is not considered confidential and shall not be withheld.**

VII. DISCUSSION WITH INTERESTED BIDDERS PRIOR TO BID SUBMISSION

Discussions may be conducted with potential bidders to promote understanding of the OHA requirements.

VIII. OPENING OF BIDS

All bid submissions shall be submitted via HIePRO. Bid submissions include bid offers, modifications to bid offers, and withdrawals of bid offers.

IX. ADDITIONAL MATERIAL AND DOCUMENTATION

Bid samples or descriptive literature should not be submitted. Any unsolicited documentation, literature, samples, or brochures received as part of the bid submission shall not be examined or tested and will not be deemed to modify any of the provisions of the IFB.

X. IFB AMENDMENTS

The OHA reserves the right to amend this IFB at any time prior to the closing date for the final revised bids or as allowed under section 3-122, HAR. IFB amendments shall be in the form of addenda and Interested Bidders shall be notified of all amendments through written communication which may include electronic mail, facsimile, or postal mail.

XI. CANCELLATION OF THE INVITATION FOR BIDS

The IFB may be cancelled and any or all bids may be rejected in whole or in part at the sole discretion of the OHA when it is determined to be in the best interest of the OHA.

XII. COSTS OF BID PREPARATIONS

All costs incurred by bidders in the preparation and submission of bids are the sole responsibility of the bidders. All costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection, and verification of information provided in the Bid Offer Form shall be the sole responsibility of the bidder.

Bidders shall provide the OHA with the authorization(s) necessary to verify information provided in the Bid Offer Form.

XIII. MODIFICATION OF BIDS PRIOR TO SUBMITTAL DEADLINE OR

WITHDRAWAL OF BIDS

Bids submitted may be modified or withdrawn in HIePRO prior to the established due date and time in accordance with section 3-122-16.07, HAR . Any change, addition, and/or deletion of attachment(s) to a bid offer may be made prior to the deadline for submittal of offers in HIePRO.

XIV. MISTAKES IN BIDS

While bidders are bound by their bids, circumstances may arise where a correction or withdrawal of bids is proper. An obvious mistake in a bid may be corrected, withdrawn, or waived by the OHA to the extent that it is not contrary to the best interest of the OHA or the fair treatment of other bidders. Mistakes in bids shall be handled in accordance with section 3-122, HAR.

XV. REJECTION OF BIDS

The OHA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in the IFB and demonstrate an understanding of the service specifications. All bids offering terms and conditions contradictory to those included in this IFB may be rejected without further notice.

A bid may be automatically rejected if it is:

- 1) Unreasonable in Price: A bid is unreasonable in price, if a) the bid price when compared with price submission of other prospective bidders, prior contract prices, and/or prices available on the open market is grossly unbalanced, or b) the bid is

determined by the OHA to be unreasonable in price, including the total bid price and unit prices.

- 2) Materially unbalanced: A bid is materially unbalanced, if a) there is reasonable doubt that the bid would result in the lowest overall cost, even though it is the lowest bid, or b) the bid is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. An example of a material unbalanced bid is one where the bid is set at a very high price for the first item and subsequent items are set at extremely low prices.

All bid offers submitted not using the prescribed Bid Offer Form as provided in the IFB or does not conform to the bid submission instructions may be determined non-responsive.

The OHA reserves the right to reject bid offers in whole or in part at the sole discretion of the OHA when it is determined to be in the best interest of the OHA.

XVI. NOTICE OF AWARD

An award, if made, shall be as follows:

1. Award to the lowest responsive and responsible bidder submitting the best value bid indicated on the Bid Offer Form. Interested Bidders must submit a bid offer for all sections of the Bid Offer Form. See Attachment 1: Bid Offer Form. The unit bid price shall be inclusive of all applicable fees, taxes, and any other costs incurred in the performance of the contracted services. A bidder shall submit a bid price for all services and complete the Bid Offer Form in its entirety to be considered responsive and eligible for award. The award of a contract shall not be deemed as a commitment on the part of the OHA to automatically exercise any option period; and
2. In the case of a tie, an award shall be determined by the flip of a coin or some other random means of selection.

The Contract awarded resulting from this solicitation is subject to the approval of the OHA Corporate Counsel and other approval as required by the statutes, regulations, rules, orders, or other directives.

No work shall be undertaken by the Successful Bidder prior to the Contract commencement date. The OHA shall not be liable for any work, Contract costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the start of the Contract.

In accordance with section 3-122-112, HAR, Responsibility of Offerors, the Successful Bidder shall produce documents to the Procurement Manager to demonstrate compliance with applicable rules and statutes. The Successful Bidder receiving an award shall be

required to enter into a formal written contract with the OHA. The General Conditions of the resulting Contract are attached, and service specifications are included herein. See Attachment 3: OHA General Terms & Conditions.

XVII. PROTESTS

An actual or prospective bidder may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

1. A state purchasing agency’s failure to follow procedures established by chapter 103D, HRS;
2. A state purchasing agency’s failure to follow rules established by chapter 103D; or
3. A state purchasing agency’s failure to follow procedures, requirements, or evaluation criteria in the solicitation issued by the state purchasing agency.

Pursuant to section 103D-701, HRS, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a Contract may submit a protest. A protest shall be submitted in writing within five (5) business days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest of an award or proposed award shall be submitted within five (5) business days after the posting of award of the Contract. The Notice of Protest shall be mailed by USPS or hand delivered to the OHA Head of Purchasing Agency (hereinafter HOPA) conducting the protested procurement and the Procurement Manager who is conducting the procurement. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the OHA Procurement Services Program.

OHA-Head of the Purchasing Agency	Procurement Officer
Name: Stacy Ferreira	Name: Christopher Stanley
Title: Ka Pouhana, Chief Executive Officer	Title: Pou Kāko‘o Ho‘oki‘iki‘i, Procurement Manager
Mailing Address: 560 N. Nimitz Hwy, Suite 200 Honolulu, Hawai‘i 96817	Mailing Address: 560 N. Nimitz Hwy, Suite 200 Honolulu, Hawai‘i 96817

XVIII. AVAILABILITY OF FUNDS

All bidders and the Successful Bidder are hereby notified that the award of a Contract and any subsequent Contract renewal or extension are subject to allotments made by the OHA and subject to the availability of funds. The OHA shall retain the authority to cancel and award and/or not exercise the option periods due to the lack of available funds.

XIX. MONITORING AND EVALUATION

The Successful Bidder's performance of the Contract will be monitored and evaluated by the OHA Contract Administrator or their designated representative(s). The OHA shall provide the Successful Bidder a copy of a monitoring report for their information should the OHA require corrective action to be taken as appropriate and necessary.

Failure to comply with material terms of the Contract may be cause for suspension or termination as provided in the General Conditions. The Successful Bidder may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the OHA. These additional reports shall not be considered a change to the Scope of Work of the Contract and shall continue for the duration of time as deemed necessary by the OHA.

XX. GENERAL AND SPECIAL CONDITIONS OF CONTRACT

The OHA General Terms & Conditions are attached for bidder's information and reference. See Attachment 3: OHA General Terms & Conditions.

The OHA may impose contractually any necessary special conditions deemed necessary.

The OHA reserves the right to make modifications to the scope of work and/or reporting requirements arising for unforeseeable conditions.

XXI. COST PRINCIPLES

The OHA shall utilize cost principles in section 3-123, HAR, which are available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption from any cost principle arising under the State laws.

XXII. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED

If awarded a Contract in response to this solicitation, the Successful Bidder agrees to comply with section 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.

(END OF SECTION)

SECTION 2

SPECIFICATIONS

I. INTRODUCTION

A. Purpose or need

In 1978, a State of Hawai‘i Constitutional Convention created the OHA to address historical injustices and challenges arising out of those circumstances. The convention delegates envisioned an agency that provides a form of self-determination for Native Hawaiians and advocates for their overall well-being.

The OHA was established through Article XII of the State Constitution. Chapter 10 of the Hawai‘i Revised Statutes outlines the OHA’s duties and purposes, including promoting and protecting the rights of Native Hawaiians.

The purpose of this IFB is to competitively procure printing, distribution, and subscription list management services for the OHA’s Ka Wai Ola publication.

B. Area of Service

The Successful Bidder(s) shall be required to certify that it is capable of providing services to:

Location: Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817

C. Funding source period of availability

Funds are subject to appropriation by the OHA. Funding and period of availability may change upon notice by the OHA.

It is understood that no award shall be binding unless the OHA indicates there is an available and unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. Any Contract entered into as a result of this IFB is binding only to the extent that funds are certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriation or special funds revenues.

If there should be insufficient funds for any portion of the remainder Contract period beyond the Initial Contract period, the OHA may terminate the Contract or revise the

amount/quantity of services required without penalty. Services will be reduced or rescheduled at the same unit bid price(s).

II. GENERAL REQUIREMENTS

A. Qualifying requirements

1. The Successful Bidder shall comply with the chapter 103D, HRS Cost Principle for Purchases of Goods and Services.
2. The Successful Bidder must have no outstanding balances owing to the OHA. Exceptions may be granted by the Chief Executive Officer of the OHA for debts recently acquired and for debts which have a repayment plan approved by the Chief Executive Officer of the OHA.
3. The Successful Bidder shall, upon award of the Contract, furnish proof of compliance with the requirement of section 3-122-112 HAR:
 - a. Chapter 237 HRS, tax clearance;
 - b. Chapter 383 HRS, unemployment insurance;
 - c. Chapter 386 HRS, workers' compensation;
 - d. Chapter 392 HRS, temporary disability insurance;
 - e. Chapter 393 HRS, prepaid health care; and
 - f. One of the following:
 - i. The Successful Bidder shall be registered and incorporated or organized under the laws of the State of Hawai'i. As evidence of compliance, the Successful Bidder shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (hereinafter "BREG"). A Hawai'i business that is a sole proprietorship, however is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Bidder's status as a sole proprietor or other business entity and its business street address indicated on the Successful Bidder Form page 1 will be used to confirm that the Successful Bidder is a Hawai'i business; or
 - ii. The Successful Bidder shall be registered to do business in the State of Hawai'i as a "compliant non-Hawai'i business" as follows:

Compliant non-Hawai'i business. A business entity referred to as a "compliant non-Hawai'i business," is not incorporated or organized under the laws of the State of Hawai'i, but is registered to do business in the State. As evidence of compliance, the Successful Bidder shall submit a *CERTIFICATE OF GOOD STANDING*.

The above certificates should be applied for and submitted to the OHA as soon as possible. If a valid certificate is not submitted on a timely basis for award of a Contract, a bid otherwise responsive and responsible may not receive the award.

4. Certification of Eligibility

Bidders shall submit the following document with their bid offer to the OHA to demonstrate compliance with Federal and State laws:

- a. Tax Clearance, Form A-6;
- b. Department of Labor and Industrial Relations, Application for Certification of Compliance, Form LIR#27; and
- c. 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 OHA recommends that bidders use the Hawai'i Compliance Express (hereinafter "HCE"), which allows businesses to register online through a simple wizard interface at:

<https://vendors.ehawaii.gov/hce/>

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

5. Indemnification

The Successful Bidder shall defend, indemnify, and hold harmless the State of Hawai'i, the OHA, its elected and appointed officials, officers, and employees from and against all liability, loss, damage, cost, and expense, including all attorney fees and all claims, suits, and demands arising out of or resulting from the acts or omissions of the Successful Bidder or the Successful Bidder's Officers, employees, agents or subcontractors.

6. Insurance Requirements

Within fifteen (15) days after award of Contract and prior to the execution of the Contract, the Successful Bidder shall furnish to the Contracting Officer valid certificate(s) of insurance as evidence of the following minimum insurance coverage requirements:

<u>Coverage</u>	<u>Limit</u>
Commercial General Liability Insurance (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 <u>\$1,000,000</u> each person and <u>\$1,000,000</u> per accident and property damage liability limits of <u>\$1,000,000</u> per accident OR \$2,000,000 combined single limit.
Workers Compensation (as required by laws of the State of Hawai‘i)	Insurance shall 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.

A certificate of insurance evidencing such insurance is required prior to commencement of services. The insurance policy required by the Contract shall contain the following clause:

“The State of Hawai‘i, the Office of Hawaiian Affairs, its elected and appointed officials, officers, and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, with respect to operations performed for the State of Hawai‘i and the OHA under this Contract.”

To satisfy the minimum coverage limit required by the Contract, the Successful Bidder may use an umbrella policy in addition to the mandatory insurance policies (i.e., General Liability Insurance, Automobile Insurance, and Worker Compensation) provided that the OHA approves, and the umbrella policy follows the underlying coverage forms.

Upon execution of the Contract and before the effective date of the Contract, the Successful Bidder agrees to deposit to the OHA, valid certificate(s) of insurance necessary to satisfy the OHA of the Successful Bidder’s compliance with the insurance provision of the Contract and to keep such insurance in effect and the certificate(s) on deposit with the OHA during the entire term of the Contract.

The minimum insurance required shall be in full compliance throughout the entire term of the Contract, including all Supplemental Contracts.

Upon request by the OHA, the Successful Bidder shall furnish a copy of the policy or policies.

Failure of the Successful Bidder to provide and keep in force such insurance shall be regarded as material default under the Contract. The OHA shall be entitled to exercise any or all the remedies provided in the Contract for such default of the Successful Bidder.

7. The procuring of such required policy or policies of insurance shall not be construed to limit the Successful Bidder's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the Successful Bidder shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

The OHA is a self-insured State agency. The Successful Bidder's insurance shall be primary. Any insurance maintained by the OHA shall apply in excess of and shall not contribute to any insurance provided by the Successful Bidder.

The Successful Bidder will immediately provide written notice to the procurement services program or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

8. During the performance of the Contract, the Successful Bidder agrees not to discriminate against any employee or applicant for employment in compliance with State, Federal, and local laws. Such action shall include without limitations the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Bidder shall insert similar provisions in all subcontracts.

9. Business Office

The Successful Bidder shall have a permanent office where he/she conducts business and will be accessible in person or via telephone during normal Hawai'i State government and the OHA business hours from 7:45 a.m. to 4:30 p.m. HST to address requests that require immediate attention. See Attachment 4: State of Hawai'i Holidays. Answering services are not acceptable. A permanent office location and phone number shall be stated in the Bidder's bid offer.

10. No performance or payment bond is required.
11. A bid security deposit is not required for this IFB.

B. Type of Contract

1. The Successful Bidder shall be required to enter into a formal written Contract, Contract Based on Competitive sealed Bids for Goods and Services, with the OHA in accordance with the laws, rules and regulations of the State of Hawai‘i. The stated requirements appearing elsewhere in this IFB shall be incorporated and shall become part of the terms and conditions of the Contract.

By submission of the bid offer, bidders warrant and represent that they have read and are familiar with the contractual and services requirement set forth in the IFB and its attachments, and the provisions of which are expressly incorporated into this IFB by reference.

All bid offers received shall become the property of the OHA. The Successful Bidder’s bid shall be incorporated into the resulting Contract by reference.

Subsequent to the award and within 10 days after the prescribed forms are presented for signature, the Successful Bidder shall execute and deliver to the OHA a Contract in the form included in this IFB and in such number of copies as required by the OHA.

2. Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the OHA. No subcontract shall under any circumstances relieve the Successful Bidder of his or her obligation and liabilities under the Contract with the OHA. All persons engaged in performing the work covered by the Contract shall be considered employees of the Successful Bidder.

3. Contract Modification

The Contract may be modified only by a written document signed by the OHA and personnel authorized to sign contracts on behalf of the Successful Bidder as designated in Corporate Resolution.

4. Laws, Rules, Ordinances, and Regulations

Reference to Federal, State, City and County laws, ordinances, rules and regulations, and standard specification in this IFB shall include all amendments thereto effective as of the date of this IFB.

C. Single or multiple contracts to be awarded

Single Multiple Single & Multiple

D. Single or multi-term contracts to be awarded

Single term (> 12 months) Multi-term (> 2 years)

Initial term of Contract: TWELVE (12) months

Length of each extension: Up to TWELVE (12) months, may be less than TWELVE (12) months when it is in the best interest of the OHA

Maximum length of Contract: SIXTY (60) months

THE FOLLOWING CONDITIONS MUST BE MET FOR AN EXTENSION:

1. The Contractor experienced cost savings and has unexpended funds available that can be used to provide additional services; or
2. The OHA determines there is an ongoing need for the services and has funds to extend services up to SIXTY (60) months with no single extension period to exceed TWELVE (12) months. Contract extensions shall be awarded at the same rates as provided in the accepted bid offer. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase; and
3. A Supplemental Contract must be executed prior to expiration of the primary Contract; and
4. The Contractor must obtain the OHA approval in writing and a notice to proceed with the extension; and
5. The OHA has determined that the Contractor has satisfactorily provided services during the current Contract term; and
6. The necessary OHA funds are available and have been allotted for an extension.

The option to extend the Contract shall be at the sole discretion of the OHA. The Contract shall be extended at the same or lower rates as proposed in the original bid, unless price adjustments are provided herein.

The Successful Bidder shall provide the requested insurance information and a completed wage certificate. The Successful Bidder shall be responsible for the State of Hawai‘i general excise tax and all other applicable taxes.

E. Statutory Requirement of Section 103-55, HRS

Prior to entering into a Contract in excess of \$25,000, an interested bidder shall

certify that it complies with section 103-55, HRS, wages, hours, and working conditions for employees of the Contractor performing the services. Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Interested bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the resulting Contract, the Successful Bidder shall be obligated to provide such increased wages.

Bidders shall complete, certify and submit the attached Wage Certificate by which the bidder certifies that the services required will be performed pursuant to section 103-55, HRS. See Attachment 2: Wage Certificate.

Bidders are advised that section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages no less than wages paid to public officer and employees for similar work. Bidders are further advised that in the event of an increase in wage rates to public employees performing similar during the Contract period, the Successful Bidder will be obligated to pay wages not less than those increased wages.

The Successful Bidder shall be further obligated to notify his or her employees performing work under the resulting Contract regarding the provision of section 103-55, HRS, and the current wage rate for employees performing similar work. The Successful Bidder may meet this obligation by posting a written notice to this effect in the Successful Bidder's place of business in an area accessible to all employees.

See <https://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/>.

F. Bid Price

The Bid Price shall be the all-inclusive cost to the OHA, including all applicable federal, state, and county taxes and fees for providing the services specified. The OHA shall not be responsible for and shall not pay overtime pay resulting from the Successful Bidder's scheduling of employees. Interested bidders should account for any published wage increase in their bid offer.

The Interested Bidder's Bid Price shall include any increase in costs for benefits such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance that are required by law and are automatically increased as a result of increased wages.

G. Contract Price Adjustment Due to Increase in State Wages.

At the release of this solicitation, only the current wages for State employees performing similar work are known and published by the Department of Human Resources Development. If wages increase after the execution of the Contract, the Successful Bidder may request an increase in Contract price in order to

correspondingly increase the wages of the Successful Bidder's employees performing the work. The wage increase would correspond to an increase in costs for benefits required by law that are automatically increased. Increased wages include federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The Successful Bidder, however, shall not be paid for any reimbursement of retroactive pay negotiated by the State.

The Successful Bidder's request for the increase must meet the following criteria:

1. At the time of bidding, if the Successful Bidder's hourly wage rate is greater than the prevailing State wage, the Successful Bidder's requests for increase shall not be considered.
2. At the time of the request, the Successful Bidder must or must have provided documentation to show that it is in compliance with Section 103-55, HRS. Its employees shall be paid no less than the known wage of the State position listed herein. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for this Contract.
3. Request for increase must be made in writing to the OHA on a timely basis:
 - a. Request for increase for the initial Contract and any Supplemental period must be made as soon as practicable after the State wage agreements are made public. An approved request shall be retroactive to the date of increase for the State employees with adequate documentation that the Successful Bidder provided its employees a wage increase.
 - b. The Successful Bidder may call the IFB Coordinator named in this IFB to obtain the current wage information or download the information from the Department of Human Resource Development's website at the following address:

<https://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/>

III. SCOPE OF WORK

Work included in the resulting Contract shall consist of printing, distribution, and subscription list management services for the OHA's Ka Wai Ola publication.

- A. The Successful Bidder shall provide and perform the services enumerated below in a satisfactory and proper manner as determined by the OHA for the printing, distribution and

subscription list management for the Ka Wai Ola (hereinafter “KWO”). The services shall include, but may not be limited to, the following:

1. Printing

- a. The Successful Bidder shall accept the print-ready PDF of each publication.
- b. The Successful Bidder shall do a pre-flight check on all the PDF files provided by the OHA to ensure proper printing of all content, including advertisements and graphics.
- c. The Successful Bidder shall print a minimum of 60,100 copies monthly within TWO (2) business days of receipt of each PDF. The OHA reserves the right to adjust the monthly number of copies printed within a reasonable time.
- d. The publication shall be printed in full process four-color.
- e. The publication shall be printed on tabloid size (10.5”x 11”) newsprint paper.
- f. The publication shall include Hawaiian language diacritical markings.

2. Preparing for Distribution

The Successful Bidder shall prepare the publications according to their intended outlet:

- a. KWO mailing list - approximately 53,000 quarter-folded.
- b. For the OHA office - 100 strapped and skid packed, in bundles of 50.
- c. For ground and neighbor island delivery- 7,000 strapped and skid packed, 100s with turns of 50 or bundles of 50.

3. Managing Master Subscriber List

- a. The Successful Bidder shall manage the master subscriber list for KWO which shall be provided and determined solely by the OHA.
- b. The Successful Bidder shall update the subscriber list based on the National Change of Address (NCOA) dataset and updates provided by the OHA to include, but may not be limited to, deletions, changes of address, and new subscriptions.
- c. The Successful Bidder shall provide the OHA with access to the master subscriber list via DropBox or other mutually agreed upon method of sharing.

4. Mailing

- a. The Successful Bidder shall affix all mailing labels and deliver the mailers to the Post Office.
 - i. The OHA has a postage account with the United States Postal Service that the Successful Bidder shall use solely to mail the KWO subscriptions and monitor the postage account.
 - ii. The KWO subscriptions are mailed using the bulk mail rate.
- b. The Successful Bidder shall ensure that all subscribers in Hawai‘i and the continental U.S. and Alaska receive their KWO by the 5th day of each month.
 - i. The OHA Contract Administrator will work with the Successful Bidder to finalize a print schedule that will allow KWO to be received by all subscribers and delivered to drop off locations by the 5th day of each month. The vendor is expected to make the publication, printing, and distribution a priority to meet the distribution deadline of the 5th day of each month.
 - ii. The OHA does not provide monthly KWO print subscription service to international addresses.
- c. The Successful Bidder shall mail out batches of KWO according to the distribution list.

5. Distributing

Each month, the Successful Bidder shall distribute approximately 7,000 copies of KWO to designated drop off points throughout the state.

- a. Distribution to statewide designated drop off points shall be completed via ground delivery.
- b. The Successful Bidder shall make deliveries at least ONE (1) time per month and restock the distribution boxes during the third week of each month, as needed, and as newspapers become available.
- c. The Successful Bidder shall clean and maintain the plastic distribution boxes, to include but not be limited to, dusting and removing trash. Replacement of distribution box windows shall be done as needed and as requested by the OHA.

B. Management Requirements

1. Regarding Personnel

- a. The Successful Bidder shall ensure that all personnel meet the minimum qualifications, including experience requirements.
- b. The Successful Bidder shall employ sufficient personnel at all times for performing the work in the manner and time required by these specifications and any subsequent post orders.
- c. The Successful Bidder shall be solely responsible for the behavior and conduct of its employees.
- d. The Successful Bidder agrees to remove any of its employees from servicing or providing services to the OHA upon request in writing by the OHA Contract Administrator. At the request of the OHA, the Successful Bidder shall remove forthwith and shall not employ in any portion of the work, any person who, in the opinion of the OHA, does not perform his/her duties and responsibilities in a proper and skillful manner, is intoxicated, is disorderly, is abusive or is unable to demonstrate tact and diplomacy in dealing with the public.
- e. The Successful Bidder shall have a properly trained and licensed manager to oversee the entire operation and to ensure that the services required are satisfactorily performed.
- f. The Successful Bidder shall ensure that all information, documents, and/or materials viewed, discussed, or provided in the line of duty shall be treated as confidential. The Successful Bidder shall refrain from providing confidential information to the general public without express written consent of the OHA.
- g. During the performance of this Contract, the Successful Bidder shall agree not to discriminate against any employee or applicant for employment because of sex, race, creed, color, age, religion, or national origin. The Successful Bidder shall take affirmative action to ensure that applicants who are employed are treated fairly during employment without regard to sex, race, creed, color, age, religion, or national origin. Such action shall include but may not be limited to the following employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Successful Bidder shall insert provisions similar to the foregoing in all subcontracts.

2. Administration

- a. The Successful Bidder shall be required to attend meetings, as needed, with the OHA Contract Administrator. The day and time shall be specified by the OHA Contract

Administrator. Necessary field visits shall also be made as determined by the OHA Contract Administrator.

3. Payment

- a. The OHA shall make payment upon receipt of an itemized invoice listing dates and types of services provided and satisfactory performance of the services under the Contract as determined by the OHA Contract Administrator.
- b. The Successful Bidder shall submit ONE (1) original monthly invoice each for printing and distribution by the fifteenth (15th) day of each month.
- c. The aging date of the invoices shall be the date the invoices are received by the OHA as reflected by the date stamp. All invoices shall be payable within THIRTY (30) days of receipt.
- d. All invoices shall reference the Contract number, the Purchase Order number assigned to the Contract, and given a unique Invoice number for identification purposes.
- e. For final payment, the Successful Bidder is required to remain in compliance with the Federal and State tax requirements. The OHA shall verify through the Hawai'i Compliance Express Certificate of Vendor Compliance that the Successful Bidder is compliant with the Federal and State tax requirements before final payment is made.

- C. The OHA Contract Administrator shall act as the contract monitor and principal liaison between the Successful Bidder and the OHA. The OHA Contract Administrator shall assist in resolving policy questions expediting decisions and the review of the work performed.
- D. The Successful Bidder 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) or other communicable disease.

IV. CONTRACT MONITORING & REMEDIES

A. Monitoring

- 1. The satisfactory performance of work shall be monitored by the OHA Contract Administrator. Performance will be monitored on an ongoing basis by the OHA through desk monitoring, site inspection and/or other methods deemed as appropriate by the OHA Contract Administrator and his/her designated representative(s).

2. Should the Successful Bidder fail to comply with the requirements of the Contract, the OHA may request a written corrective action plan that shall specify the corrective actions to be taken and a timeline for implementation of the corrective action plan. The OHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
3. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this IFB and the resulting Contract, the OHA reserves the right to purchase in the open market, a corresponding quantity of services and deduct from the Successful Bidder the cost from monies due or that may thereafter become due to the Successful Bidder. In the event that monies due to the Successful Bidder are insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the OHA. The OHA may also utilize other remedies provided under the Contract and by law and rules.
4. Failure or refusal of the Successful Bidder to perform services as required may be grounds to suspend or terminate the Contract as detailed in the General Conditions.

B. Damages

1. The OHA Contract Administrator shall submit a report to the Successful Bidder listing any discrepancies or Contract violation(s) which need correction. These discrepancies or Contract violation(s) must be corrected within a specified period for payment adjustment purposes. Liquidated damages shall apply for failure to comply. Liquidated damages are fixed at the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) for each and every day the Successful Bidder fails to perform in whole or in part any of its obligations. Liquidated damages may be deducted from any payments due or to become due to the Successful Bidder.
2. The OHA reserves the right to apply liquidated damage or delay in Contract execution on the part of the Successful Bidder.

C. Termination

The OHA reserves the right to terminate the Contract without penalty for cause or convenience as provided in the General Conditions.

SECTION 3

BID OFFER FORM AND INSTRUCTIONS

General Instructions for Completing the Bid Offer Form

- A. *Bid offers shall be submitted to the OHA using the form prescribed in this IFB; do not alter the Bid Offer Form as provided in this IFB.*
- B. *Note: Bid offers submitted using a re-created form, altered Bid Offer Form, or other forms may be rejected and deemed non-responsive.*
- C. *Bidders shall complete the Bid Offer Form in its entirety. A written response is required for each item unless indicated otherwise.*
- D. *No supplemental literature, brochures, or other unsolicited information should be included in the bid packet.*

See Attachment 5: Bid Submittal Checklist.

I. Bid Offer Form

The Bid Offer Form must be completed and submitted to the OHA by the required due date and time and in the form prescribed by the OHA. See Attachment 1: Bid Offer Form.

Bidders are responsible to carefully review the Specifications, General Conditions, and Special Conditions. Submission of a bid offer shall be regarded as the bidder's assurance that he/she is willing and able to comply with the Specifications, General Conditions, and Special Conditions of the IFB. The OHA shall not consider bid offers that are contingent upon changes or exceptions to the Specifications, General Conditions, and Special Conditions. Bid Offers that are conditional upon changes or exceptions shall be automatically rejected.

Bidders shall submit their bid offer under the bidder's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate fields on the Bid Offer Form. Failure to do so may delay execution of the resulting Contract if awarded.

The Bidder's authorized signature on the first page of the Bid Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made. Ink signatures are not required for electronic submission of a bid offer on HIEPRO but shall be required upon Notice of Award. The submission of the offer on HIEPRO shall indicate the Bidder's intent to be bound.

Bidders shall submit a bid price for all line items and completed the Bid Offer Form in its entirety and conform to all requirements of the IFB to be considered responsible and eligible for award.

Interested Bidders are required to submit the following certifications with the Bid Offer Form. In lieu of providing separate certificates for the items A., B., C., and D. below, Bidders may register via Hawai'i Compliance Express (HCE), an online application at: <https://vendors.ehawaii.gov/hce/> and submit the compliant HCE Certificate of Vendor Compliance instead.

- A. Department of Labor and Industrial Relations, Certificate of Compliance with Section 3-122-112, HAR, Form LIR#27;
- B. Department of Commerce and Consumer Affairs, Certificate of Good Standing;
- C. Hawai'i State Tax Clearance Certificate;
- D. Federal Tax Clearance Certificate;
- E. Wage Certificate; and
- F. Corporate Resolution evidencing who is authorized to sign bid and contractual documents on behalf of the bidder.

(END OF SECTION)

SECTION 4

BID EVALUATION & AWARD

I. BID EVALUATION

All bid offers received by the due date and time will be reviewed by the OHA. A bid offer determined to be in exact conformity of the requirements in the IFB shall be known as a “responsive bid.” Information provided in/with the bid offer that results in a determination that the bidder has the technical and financial capacity to deliver the goods or services shall be known as a “responsible bid.”

II. METHOD OF AWARD

An award will be made to the lowest responsive and responsible bidder submitting the best value and taking into consideration the information provided on the Bid Offer Form and wages to be paid to employees performing the work specified herein.

To be considered a responsive bid and eligible for an award, the bidder shall submit a bid price for all line items listed, complete the Bid Offer Form in its entirety and conform to all requirements of the IFB.

In the event there are no responsive bid offers, the OHA may use an alternative procurement method pursuant to section 3-122-35, HAR. The OHA may re-solicit or conduct an alternative procurement method of the services.

(END OF SECTION)

SECTION 5

ATTACHMENTS

- | | |
|-----------------------------------|--|
| 1. Bid Offer Form | Due: Friday, November 17, 2023,
2:00 p.m. HST |
| 2. Wage Certificate | Due: Friday, November 17, 2023,
2:00 p.m. HST |
| 3. OHA General Terms & Conditions | For Bidder's Information |
| 4. State of Hawai'i Holidays | For Bidder's Information |
| 5. Bid Submittal Checklist | For Bidder's Information |