



State of Hawai'i

INVITATION FOR BIDS

IFB DPM 2019-06

KA WAI OLA PRINTING AND DISTRIBUTION

ISSUED DATE: Monday, October 1, 2018

DUE DATE: Friday, October 19, 2018, 2:00 p.m. HST

NOTICE TO BIDDERS
(Chapter 103D, HRS)

OHA IFB DPM 2019-06

Notice is hereby given that pursuant to Chapter §103D, Hawaii Revised Statutes (hereinafter “HRS”), as amended, the Office of Hawaiian Affairs (hereinafter “OHA”) will be accepting sealed offers for the printing and distribution of the OHA’s Ka Wai Ola publication.

This Invitation for Bid, Specifications, and Bid Offer Form may be picked up at the OHA’s Main Reception Desk on O‘ahu located at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817 or downloaded from either the OHA website at: www.oha.org/solicitations or the State Procurement Office (hereinafter “SPO”) website at: <https://hands.ehawaii.gov/hands/opportunities>, beginning October 1, 2018. Interested bidders must have experience with printing and distribution of publications and managing a master subscriber list.

Pre-Bid Conference

The OHA’s Procurement Unit will conduct a Pre-Bid Conference from 9:00 a.m. to 10:00 a.m. Hawaii Standard Time (hereinafter “HST”) at the OHA, 560 North Nimitz Highway, Maui Ola Board Room, Honolulu, Hawai‘i 96817, on Tuesday, October 9, 2018. The OHA strongly recommends that all interested bidders attend. For those interested in attending via conference call, please contact the RFP Coordinator listed below no later than 12:00 p.m. HST, Friday, October 5, 2018.

Bid Deadline

Sealed bids must be received at the OHA’s Reception Desk at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817 by 2:00 p.m. HST, Friday, October 19, 2018. Electronic mail, electronic submittal and facsimile transmission will not be accepted. The official time will be that which is recorded on the time stamp clock of the OHA for hand-delivered proposals. Deliveries by private mail services, such as Federal Express, will be considered hand deliveries. **All mail-in bids delivered/postmarked by the United State Postal Services must be received at the OHA Reception Desk by 2:00 p.m. HST, Friday, October 19, 2018.**

Bid Opening

Opening of bids will commence at 4:00 p.m. HST at the OHA on Friday, October 19, 2018.

The OHA reserves the right to reject any or all bids and to accept the bids in whole or part in the best interest of the OHA. Questions relating to this solicitation will be directed to the IFB Coordinator, Mrs. Miki Cachola Lene, at (808) 594-1993 or email mikic@oha.org.

OFFICE OF HAWAIIAN AFFAIRS

Kamana‘opono M. Crabbe, Ph.D.

Its Ka Pouhana, Chief Executive Officer, Head of Purchasing Agency

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Section 1- Administrative Overview

I. Authority

In 1978, the Article XII of the State of Hawai‘i Constitutional Convention established the Office of Hawaiian Affairs (hereinafter “OHA”) to address the historical injustices and challenges arising out of those circumstances. Chapter 10 of the Hawai‘i Revised Statutes, as amended, outlines the OHA’s duties and purposes, including promoting and protecting the rights of Native Hawaiians.

The OHA is a semi-autonomous public agency of the State of Hawai‘i, with the legal mandate of bettering the conditions of Native Hawaiians. The OHA’s mission is “To mālama (protect) Hawai‘i’s people and environmental resources and the OHA’s assets toward ensuring the perpetuation of the culture, the enhancement of lifestyle and the protection of entitlements of Native Hawaiians, while enabling the building of a strong and healthy Hawaiian people and nation, recognized nationally and internationally.”

The OHA seeks to competitively procure services to print and distribute its Ka Wai Ola (hereinafter “KWO”) publication and manage its master subscription list.

This Invitation for Bids (hereinafter “IFB”) is issued under the provisions of Chapter 103D, HRS, and the related administrative rules. Interested bidders are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed bid by any interested bidder shall constitute an admission of such knowledge on the part of the interested bidder.

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 | Scope of Work and Specifications – Provides interested bidders with a general description of the tasks to be performed, delineates the interested bidder responsibilities, and defines deliverables (as applicable). |
| Section 3 | Bid Forms and Instructions – Describes the required format and content for the bid. |
| Section 4 | Bid Evaluation and Award – Describes how the bids will be evaluated by the OHA. |
| Section 5 | Attachments and Exhibits |

III. Contracting Office

The Contracting Office is responsible for overseeing the procurement and issuing the Contract resulting from this IFB. The Contracting Office is:

Office of Hawaiian Affairs
Procurement Unit
560 North Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817

Telephone: 594-1888

The IFB Coordinator or his/her designated representative is listed below:

Miki Cachola Lene
Office of Hawaiian Affairs
Procurement Unit
560 North Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817
Telephone: (808) 594-1993
Fax: (808) 594-1863

Email: mikic@oha.org

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

The Digital and Print Media program is the program responsible for administering and monitoring the Contract. The designated Contract Administrator or his/her designated representative is responsible for monitoring the activities performed under the Contract and is listed as follows:

Alice Silbanuz
Office of Hawaiian Affairs
Digital Print and Media Program
560 North Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817

Any changes to the Contract Administrator or his/her designated representative will be provided in writing to the Successful Bidder. The OHA reserves the right to make the changes to the Contract Administrator.

Once the Successful Bidder has received the Notice to Proceed, all communications regarding approval, reports, and requests should be directed to the Contract Administrator.

IV. Procurement Timeline

The timetable at present represents the OHA's best estimated schedule. If an activity of the timetable is delayed, the rest of the timetable dates may be shifted. The Contract start date will be subject to the issuance of a Notice to Proceed.

| <u>Activity</u> | <u>Scheduled Date</u> |
|--|--------------------------------------|
| Public Notice Announcing IFB Distribution of bid specs/bid offer form | Monday, October 1, 2018 |
| Pre-Bid Conference 560 N. Nimitz Hwy, Suite 200 Honolulu, HI 96817 | 9:00 am, Tuesday, October 9, 2018 |
| Deadline for Questions | 4:30 pm, Wednesday, October 10, 2018 |
| Deadline for Responses to Questions | 4:30 pm, Thursday, October 11, 2018 |
| Bid Submittal Deadline/Bid Closing 560 N. Nimitz Hwy, Suite 200 Honolulu, HI 96817 | 2:00 pm, Friday, October 19, 2018 |
| Bid Opening 560 N. Nimitz Hwy, Suite 200 Honolulu, HI 96817 | 4:00 pm, Friday, October 19, 2018 |

The OHA reserves the right to amend or revise the timetable without prior written notice when it is in the best interest of the OHA.

V. Pre-Bid Conference

Interested bidders are strongly encouraged to attend or call into the optional Pre-Bid Conference.

Date: Tuesday, October 9, 2018
Time: 9:00 – 10:00 a.m. HST
Location: Office of Hawaiian Affairs
560 N. Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817

For those interested in attending via conference call, please contact the IFB Coordinator no later than 12:00 p.m. HST, Friday, October 5, 2018.

Impromptu questions will be permitted at the Pre-Bid Conference and verbal answers provided. Verbal answers provided by the OHA are not binding and are only intended to provide general direction. Formal written responses to substantive questions will be issued as addendum to this IFB. Any changes required will also be issued as an addendum to this IFB.

VI. Submission of Questions

Interested bidders may submit questions to the IFB Coordinator identified in Section 1. Item III. Contracting Office, on page 2 of this IFB. Questions must be received in writing via electronic mail, facsimile, or postal mail no later than the “Deadline for Questions”, identified in Item IV. Procurement Timeline on page 3 above. All written questions will be responded to in an addendum to this IFB and posted to the OHA’s website and the SPO website no later than the “OHA’s Response to Questions” date

identified in Section 1. Item IV. Procurement Timeline. The OHA does not guarantee receipt of question submitted via electronic mail.

The only official position of the OHA is that which is stated in writing and issued in this IFB and/or as an addendum to this IFB. No other means of communication, whether oral or written, will be construed as a formal or official response/statement and may not be relied upon as such.

The interested bidders are advised that anything discussed at the Pre-Bid Conference does not change any part of this IFB. All changes and/or clarifications to this IFB will be done in the form of an addendum to this IFB.

OHA reserves the right to reject or deny any request(s), in whole or in part, made by any bidder.

VII. Submission of Sealed Bid Offer

A. Form - The Bid Offer Form is attached in Section 5. See Attachment 1: Bid Offer Form. Interested bidders must submit a bid offer for all sections of the Bid Offer Form.

B. Bid Submittal – The Bid Offer Form and Wage Certificate shall be downloaded from the HANDS website and completed. **Submittal of the bid shall be by hard copy delivered to the OHA’s Reception Desk at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817 by 2:00 p.m. HST, Friday, October 19, 2018.** Electronic mail, electronic submittal and facsimile transmission will not be accepted. All bids must be in the OHA’s possession by the submittal time deadline to be considered responsive. Any bids received after the designated date and time shall be rejected. There shall be no exceptions to this requirement.

C. Wages and Labor Laws 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, as amended, 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 Contractor shall be obligated to provide wages not less than those increased wages.

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

The Contractor shall be further 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 Contractor may meet this

obligation by posting a notice in the Contractor's place of business in an area accessible to all employees.

VIII. Discussion with Interested Bidders Prior to Bid Submission

Discussions may be conducted with potential bidders to promote understanding of the purchasing agency's requirements.

IX. Opening of Bids

A. Upon submittal of sealed bids by interested bidders, all bids will be time-stamped.

Procurement files shall be open to public inspection **after a Contract has been awarded and executed by all parties.**

B. Sealed bids received by the due date and time shall be opened at the bid opening. All bids must be in the OHA's possession by the submittal time deadline. Bid Opening shall commence at 4:00 p.m. HST, Friday, October 19, 2018 at the OHA, 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817.

C. In the unlikely event that the OHA receives a bid that is misplaced or mishandled through no fault of the bidder, the OHA shall publicly open the bid as soon as possible, and inform all bidders about the additional bid and the bid price. Said bid shall only be opened if there is clear evidence that the bid was received at the OHA by the posted due date and time and that the bid was not opened during the posted bid opening date and time.

X. Additional Materials and Documentation

Bid samples or descriptive literature shall not be submitted **unless specifically required within the technical specifications.** Any unsolicited documentation, literature, samples, or brochures shall not be examined or tested, and shall not be deemed to vary any of the provisions of this IFB.

XI. IFB Amendments

The OHA reserves the right to amend this IFB at any time prior to the Bid Closing date and time. 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.

XII. Cancellation of IFB

This IFB may be cancelled when it is determined to be in the best interest of the OHA.

XIII. Costs for Bid Preparation and Verification

- A.** Any costs incurred by interested bidders in preparing or submitting a bid are the interested bidder's sole responsibility. Any costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.
- B.** Costs incurred in connection with the review, inspection and verification of information provided in the Bid Offer Form shall be the interested bidder's sole responsibility.
- C.** Interested bidders shall ensure that the OHA is provided with the written authorization(s) necessary to verify information provided on the Bid Offer Form.

XIV. Mistakes in Bids

While interested bidders are bound by their bids, circumstances may arise where a correction or withdrawal of a bid is proper. An obvious mistake in a bid may be corrected or withdrawn, or waived by the bidder to the extent that it is not contrary to the best interest of the OHA or to the fair treatment of other interested bidders. Mistakes in bids shall be handled as provided for in section 3-122-31, 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 this IFB and which demonstrates an understanding of the service specifications. Any bid offering or any other set of 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 either of the following:

1. Unreasonable in Price. A bid is unreasonable in price if the bid price, when compared to the price submission of other prospective bidders, prior Contract prices, and/or prices available on the open market, is grossly unbalanced. The total price of the bid and the prices for individual items are considered.
2. Materially unbalanced. A bid is materially unbalanced if there is reasonable doubt that the bid would result in the lowest overall cost, even though it is the lowest bid, or the bid is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. An example of a materially unbalanced bid is where the bidding is at a very high price for the first term and extremely low for subsequent terms.

Any bid offer which is submitted in a manner which alters the bid form or does not conform to the format and instructions provided shall be determined non-responsive.

XVI. Confidential Information

If an interested bidder believes that any portion of their bid contains information that should be withheld as confidential, the interested bidder shall provide a written request for nondisclosure of designated proprietary information to be confidential and provide justification to support confidentiality. Such request shall accompany the bid, be clearly marked, and shall be readily separable from the bid document to facilitate eventual public inspection of the non-confidential sections of the bid documents. Note that price is not considered confidential.

XVII. Notice of Award

A. If made, an award shall be as follows:

1. Awarded to the responsible and responsive bidder submitting the best value bid indicated on the Bid Offer Forms. Interested bidders must submit a bid offer for all sections of the Bid Offer Form; and
2. In the case of a tie, the bid shall be awarded by the flip of a coin or some other random means of selection.

B. No work is to be undertaken by the successful bidder prior to the Contract commencement date. The OHA is not liable for any work, Contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the commencement date specified in the Contract.

C. Interested bidders shall produce documents to the IFB Coordinator to demonstrate compliance with section 3-122-112, HAR, Responsibility of offerors. The Successful Bidder receiving the award shall be required to enter into a formal written Contract. The General Conditions of the Contract are attached and service specifications are included herein. See Exhibit 1: General Conditions and Section 2 – Scope of Work and Specifications.

XVIII. Protests

- A.** A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved individual/business knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to the proposal receipt date.
- B.** Pursuant to section 103D-701, HRS, as amended, any actual or prospective bidder, offeror, or Contractor who is aggrieved in connection with the solicitation or award of a Contract may submit a protest. An actual or prospective bidder may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures.

The Notice of Protest shall be mailed by USPS or hand delivered to the OHA, to the attention of the Head of Purchasing Agency and the Procurement Officer within five

(5) working days after the aggrieved person knows or should have known of the facts giving rise thereto a protest based upon the content of the solicitation, and shall be submitted in writing prior to the date set for receipt of offers.

In addition, a protest of an award or proposed award shall be submitted within five (5) days after the posting of award of the Contract. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the OHA's Head of the Purchasing Agency.

Any award resulting from this solicitation shall be posted to the State Procurement Office website on Contract Awards and information at <http://www.hawaii.gov/spo>.

| OHA – Head of the Purchasing Agency | Procurement Officer |
|--|--|
| Name: Kamanaʻopono M. Crabbe, Ph.D. | Name: Phyllis Ono-Evangelista |
| Title: Ka Pouhana, Chief Executive Officer | Title: Pou Kākoʻo Hoʻokiʻikiʻi, Procurement Manager |
| Mailing 560 N. Nimitz Hwy, Suite 200 Address: Honolulu, Hawaiʻi 96817 | Mailing 560 N. Nimitz Hwy, Suite 200 Address: Honolulu, Hawaiʻi 96817 |

XIX. Availability of Funds

The award of a Contract and any permitted renewal or extension shall be subject to allotments made by the OHA and subject to the availability of funds.

XX. Monitoring and Evaluation

The Successful Bidder's performance of the Contract will be monitored and evaluated by the Contract Coordinator and/or his/her designated representative.

XXI. General and Special Conditions of Contract

The General Conditions that will be imposed contractually are included in Section 5, Exhibit 1: General Conditions, of this IFB. Special conditions may also be imposed contractually by the OHA, as deemed necessary. If there is a conflict between the Special Conditions and the General Conditions, the Special Conditions shall prevail. The OHA reserves the right to make small or major modifications to the Contract due to conditions that it is unable to anticipate now. See Exhibit 1: General Conditions.

END OF SECTION

Section 2 – Scope of Work and Specifications

I. Contract Period

The term of Contract shall be for a sixty (60) month period commencing with the date of Contract award.

Upon termination, the Contract may not be extended and a new procurement process shall begin.

II. General Requirements

A. Bid Preparation - The Successful Bidder shall comply with Chapter 103D, HRS, as amended, entitled Cost Principles for Purchase of Goods and Services.

B. Compliance Requirements - Interested bidders are advised that if awarded a Contract under this IFB, the Successful Bidder must furnish proof of compliance with the following requirements of section 3-122-112, HAR:

- Chapter 237 HRS, tax clearance;
- Chapter 383 HRS, unemployment insurance;
- Chapter 386 HRS, workers' compensation;
- Chapter 392 HRS, temporary disability insurance; and
- Chapter 393 HRS, prepaid health care.

C. Hawaii Compliance Express - The Successful Bidder shall use the Hawaii Compliance Express (hereinafter "HCE"), to furnish a "Certificate of Vendor Compliance". The certificate shall evidence current compliant status for the Federal and State Tax Clearance Forms, Certificate of Compliance for the Department of Labor and Industrial Relations (hereinafter "DLIR") #27 and the Certificate of Good Standing from the DCCA. The Certificate of Vendor Compliance is acceptable for both contracting purposes and final payment.

The HCE services allow business to register online through a simple wizard interface at: <http://vendors.ehawaii.gov/hce/splash/welcome.html>. Applicants are required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (hereinafter "HIC").

D. Information regarding the Federal and State Departments

1. Information regarding the *Certificate of Good Standing* follows:

Department of Commerce and Consumer Affairs (DCCA)

Business Registration Division

Phone: (808) 586-2727

Email: breg@dcca.hawaii.gov

Successful Bidders are advised that there are costs associated with registering and obtaining a “Certificate of Good Standing” from the DCCA.

2. Information regarding the tax clearance certificate follows:

Department of Taxation (DOTAX)

Electronic Processing Unit

Phone: (808) 587-4242

Email: tax.efile@hawaii.gov

Internal Revenue Service

Hawaii Tax Clearance Program

Phone: (808) 566-2748

Fax: (855) 877-0789

The application for the tax clearance is the responsibility of the interested bidder. The interested bidder must submit the tax clearance directly to the DOTAX or IRS and not to the state contracting agency for processing.

3. Information regarding the DLIR certification follows:

Disability Compensation Division

Phone: (808) 586-9200

Email: dlir.workcomp@hawaii.gov

Unemployment Insurance Division

Phone: (808) 586-8970

Email: dlir.unemployment@hawaii.gov

E. Hawaii Business Registration

The Contractor shall be in compliance with one (1) of the following:

1. Be registered and incorporated or organized under the laws of the State (hereinafter “Hawaii business”). A business entity referred to as a “Hawaii business” is registered and incorporated or organized under the laws of the State of Hawaii. 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 Hawaii 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 sole proprietor or other business entity and its business address indicated on page 1 of the Successful Bidder’s Bid Offer Form will be used to

confirm that the Successful Bidder is a Hawaii business. See Section 5 – Attachment 1: Bid Offer Form.

2. Be registered to do business in the state (hereinafter “compliant non-Hawaii business”). A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii 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 as a separate document upon submittal of the interested bidder’s Bid Offer Form. 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.

F. Insurance Requirements

The Successful Bidder shall maintain insurance acceptable to the OHA in full force and effect throughout the term of this Contract. The insurance policies maintained by the Successful Bidder shall provide the following coverages:

| <u>Coverage</u> | <u>Limit</u> |
|--|---|
| General Liability Insurance (occurrence form) | \$2,000,000 combined single limit per occurrence for bodily injury and property damage. |
| Personal Injury Liability | \$1,000,000 single limits per occurrence \$2,000,000 for general 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 | Policy shall include coverage required by State of Hawai‘i and include Part B coverage as follows: Employers Liability with limits of \$100,000 for each accident, \$500,000 disease policy limit, and \$100,000 disease policy limit per employee. |

1. The State of Hawaii and the OHA, its elected and appointed officials, officers, employees, agents, and volunteer shall be named as additional insured as to the services performed under this Contract.

2. The Successful Bidder agrees to provide the OHA before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the OHA that the Successful Bidder has complied with insurance provisions of this Contract and to keep such insurance in full force and effect and the certificate(s) on deposit with the OHA during the entire term of this Contract. 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 full force such insurance shall be regarded as material default under this Contract entitling the OHA to exercise any or all of the remedies provided in this Contract for default of the Contractor.

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.

3. The insurer shall notify the OHA in writing of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change.
4. 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.

G. No performance or payment bond is required

The Successful Bidder shall have a permanent office on the Island of O'ahu from where it conducts business and where it will be accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable. Permanent office location and phone number shall be stated on the Bid Offer Form.

H. Single or multiple Contracts and terms to be awarded

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Single | <input type="checkbox"/> Multiple | <input type="checkbox"/> Single & Multiple |
| <input type="checkbox"/> Single term (≤ 2 years) | <input checked="" type="checkbox"/> Multi-term (> 2 years) | |
| Initial term of Contract: | 60 months | |
| Length of each extension: | No extensions beyond 60 months | |
| Maximum length of Contract: | 60 months | |

I. Statutory requirements of Section 103-55, HRS

Interested bidders shall complete 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.

Interested bidders are advised that 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 wage rates to public employees performing similar work during the Contract period, the Successful Bidder shall be obligated to provide wages no less than those increased wages.

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

J. 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.

K. Price Adjustment by the State

At the release of this IFB, only the current wages of State employees performing similar work are known. 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, including any increase in costs for benefits such as federal old age benefits, worker's 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.

The Successful Bidder 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 in the link below. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for this Contract.

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

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. 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:

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

4. The OHA reserves the right to make changes to the services. Any changes shall be made at the same or lower Contract price for similar services and upon written notification by the OHA to the Contractor.

III. Scope of Services

A. Service Activities – Minimum and/or mandatory tasks and responsibilities

The Successful Bidder shall provide and perform the services set forth in a satisfactory and proper manner as determined by the OHA. 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 58,430 copies monthly within two (2) days of receipt of each PDF. The OHA reserves the right to adjust the monthly amount 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 (10.75"x16") paper.

2. Preparing for Distribution

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

- a. KWO mailing list – approximately 51,280 quarter-folded.
- b. For OHA office – 150 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.
 - ii. The KWOs are mailed using the bulk mail rate.
 - iii. 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. The OHA does not provide monthly KWO print subscription service to international addresses.

- b. The Successful Bidder shall mail out batches of KWO according to the Distribution List. **See** Exhibit 4: Distribution List.

5. Distributing

- a. Each month, the Successful Bidder shall distribute approximately 7,000 copies of KWO to designated drop off points throughout the state.
- b. Distribution to statewide designated drop off points shall be completed via ground delivery. **See** Exhibit 4: Distribution List.
- c. The Successful Bidder shall be 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.
- d. The Successful Bidder shall clean and maintain the plastic distribution boxes to include dusting, removing trash, and replacing windows at least two (2) times per month or as needed.

B. Management Requirements & Qualifications (Minimum requirements)

1. Personnel

- a. The Successful Bidder shall ensure that all personnel meet the minimum qualifications, including minimal 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 their employees.
- d. The Successful Bidder agrees to remove any of his employees from servicing or providing services to the OHA upon request in writing by the Contract Coordinator. 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 or disorderly or is abusive or 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, 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, or national origin. The Successful Bidder shall take affirmative action to insure that applicants who are employed are treated fairly during employment without regard to sex, race, creed, color, or national origin. Such action shall include, but may not be limited to 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 provisions similar to the foregoing in all subcontracts.

C. Administrative

- 1. The Successful Bidder shall be required to attend meetings, as needed, with the Contract Coordinator. The day and time shall be specified by the Contract Coordinator. Necessary field visits shall also be made as determined by the Contract Coordinator.
- 2. The Contract Coordinator shall submit a report to the Successful Bidder listing any discrepancies or Contract violation(s) which need correction, as needed. 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.

D. Payment

The OHA shall make payment upon the receipt of invoice and satisfactory performance of the services under the Contract, as determined by the Contract Coordinator. The Successful Bidder shall submit one (1) original monthly invoice, by the fifteenth (15th) day of each month, for all services rendered in the prior month, to:

Office of Hawaiian Affairs
Attn: Accounting Services
560 N. Nimitz Highway, Suite 200
Honolulu, HI 96817

The “aging” date of the invoice shall be the date the invoice is received by the OHA, as reflected by the date stamp. All invoices shall be given thirty (30) days to be paid.

All invoices shall reference the Contract number and Purchase Order number assigned to the Contract, and given a unique Invoice number for identification purposes.

Payment shall be made on the basis of offices serviced by the Successful Bidder. The Successful Bidder shall submit monthly invoices for payment, listing dates services provided for the previous month.

For final payment, the Successful Bidder is required to remain in compliance with the Federal and State tax requirements. The OHA shall verify through HCE Certificate of Compliance that the Successful Bidder is compliant with the Federal and State tax requirements before final payment is made.

IV. PERFORMANCE MONITORING & REMEDIES

i. Monitoring

1. The performance of work shall be monitored by the Contract Coordinator. Performance will be monitored on an ongoing basis by the OHA through service delivery, personal observation, and/or other methods.
2. Should the Successful Bidder fail to comply with the requirements of the Contract, the OHA reserves the right to engage the services of another company to perform the services to remedy the defect or failure and to deduct such costs from monies due to the Successful Bidder or, alternatively, to assess the Successful Bidder directly.
3. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this Invitation for Bids, the OHA reserves the right to purchase in the open market, a corresponding quantity of services, and to deduct from the Successful Bidder this cost and from any monies due or that may thereafter become due the Successful Bidder such as the cost to the OHA for procuring such services. In case money due to the Successful Bidder is insufficient for the purpose, the Successful Bidder shall pay the difference upon demand by the OHA. The OHA may also utilize all other remedies provided under the Contract and applicable laws and rules, as appropriate.

B. Damages

Liquidated damages is 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, which liquidated damages may be deducted from any payments due or to become due to the Successful Bidder.

C. Termination

Pursuant to Section 5 – Exhibit 1: General Conditions, Section 14 – Termination for Convenience, the OHA reserves the right to terminate any agreement without penalty for cause or convenience as provided in the general conditions. The Procurement Officer shall give thirty (30) days advance written notice of termination to the Successful Bidder specifying the particular services to be terminated in whole or in part. The Successful Bidder shall incur no further obligations on the terminated work as of the date set in the notice. The Successful Bidder shall stop work to the extent specified. The Successful Bidder shall be compensated for services performed and/or supplies delivered prior to the termination date in accordance with the General Conditions. This would not be a breach, but an exercise of a provision that allows the OHA to terminate for convenience as provided in Section 5 – Exhibit 1: General Conditions, Section 14 – Termination for Convenience.

END OF SECTION

Section 3 – Bid Forms and Instructions

General Instructions for Completing Forms

- A. Bids shall be submitted to the OHA in the prescribed format outlined in this IFB*
- B. No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*
- C. A written response is required for each item unless indicated otherwise.*
- D. Bid documents and all certifications should be completed in black ink.*

I. Bid Offer Form

The Bid Offer Form must be completed in its entirety and submitted to the OHA by the required due date and time and in the form prescribed by the state purchasing agency. **Electronic mail, electronic submittal and facsimile transmissions shall not be accepted.** See Attachment 1: Bid Offer Form.

Interested bidders shall submit samples of recommended options of paper along with the Bid Offer Form. The options shall be cost-efficient white paper that will allow printed photographs and graphics to appear in more vivid color than newsprint allows. See Attachment 1: Bid Offer Form, Items A.2. and A.3.

Interested bidders shall submit its bid under the interested bidder's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall state this exact legal name in the appropriate space on page 1 of the Bid Offer Form. Failure to do so may delay proper execution of the Contract.

The interested bidder's authorized signature shall be affixed to the Bid Offer Form. If the Bid Offer Form is unsigned by the firm's authorized signer, the bid offer shall be automatically rejected.

Interested bidders are required to submit the following certifications with the Bid Offer Form. In lieu of items b. and c. below, interested bidders may also submit an original consolidated CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via its online system, "Hawaii Compliance Express". Details regarding this online application process can be viewed at:
<http://vendors.ehawaii.gov/hce/>.

- a. Wage Certification See Attachment 2: Wage Certificate;
- b. Department of Labor and Industrial Relations, Certificate of Compliance with Section 3-122-112, HAR, Form LIR#27;
- c. Department of Commerce and Consumer Affairs, Certificate of Good Standing; and
- d. Corporate Resolution evidencing who is authorized to sign bid documents and contracts on behalf of the Bidder.

The Successful Bidder shall be responsible for and shall pay the State of Hawaii general excise tax and all other applicable taxes.

A bid security deposit is not required for this IFB. The Bid Offer Form is provided in this IFB. See Attachment 1: Bid Offer Form.

II. General Conditions

The General Conditions of the Contract are attached for interested bidder's review and information. The General Conditions shall be incorporated into the Contract with the Successful Bidder. See Exhibit 1: General Conditions.

END OF SECTION

Section 4 – Bid Evaluation and Award

I. Bid Evaluation

Each bid offer will be reviewed for responsiveness. A bid offer determined to be in exact conformity with the requirements in the IFB shall be known as a “responsive bid.” Information provided in/with the Bid Offer will be used to determine whether the interested bidder has the technical and financial capacity to deliver the goods or services known as a “responsible bid”.

Interested bidders must submit a bid offer for all sections of the Bid Offer Form.

II. Method of Award

An award will be made to the 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.

END OF SECTION

Section 5 – Attachments and Exhibits

| | |
|-----------------------------------|-------------------------------|
| Attachment 1: Bid Offer Form | Due October 19, 2018, 2:00 pm |
| Attachment 2: Wage Certificate | Due October 19, 2018, 2:00 pm |
| Exhibit 1: General Conditions | For Bidder's information/use |
| Exhibit 2: OHA's Holiday Schedule | For Bidder's information/use |
| Exhibit 3: Sample Contract | For Bidder's information/use |
| Exhibit 4: Distribution List | For Bidder's information/use |

ATTACHMENT 1: BID OFFER FORM

IFB DPM 2019-06

Ka Wai Ola Printing and Distribution

Office of Hawaiian Affairs
ATTN: Miki Cachola Lene
560 N. Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817

Aloha kākou:

We, the undersigned, have carefully read and understand the terms and conditions specified in the IFB DPM 2019-06 and related attachments by reference made a part hereof and available upon request and hereby submit the following offer to perform the work specified herein, in accordance with the true intent and meaning thereof.

The undersigned understands and agrees that by submitting this offer, he/she is declaring the offer is not in violation of Chapter 84, HRS, as amended, concerning prohibited State contracts.

Respectfully submitted,

Exact Legal Name of Bidder

Date

Authorized Signature

Telephone Number

Fax Number

Printed Name of Authorized Signer

Business Mailing Address

Title of Authorized Signer

City, State, Zip Code

Contact Person regarding this bid offer

GET License

Date of GET License

GET License #

Soc. Sec or Federal I.D. #

If Bidder shown above is a “dba” or a “division” of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed.

Bidder is: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture

Registered in: ☐ Hawai'i ☐ Other*: _____

*If "Other" is checked, is the corporate seal available in Hawai'i? ☐ Yes ☐ No

INSURANCE COVERAGE

| | Carrier | Policy # | Agent |
|---|---------|----------|-------|
| 1. Commercial General Liability: | _____ | _____ | _____ |
| 2. Worker's Compensation: | _____ | _____ | _____ |
| 3. Temporary Disability: | _____ | _____ | _____ |
| 4. Prepaid Health Care: | _____ | _____ | _____ |
| 5. Unemployment Insurance – State of Hawai'i I.D. Number: | _____ | | |

If you are not required to have one or more of the above coverages, please explain below:

REFERENCES

The Interested Bidder shall submit, along with this bid, two (2) written letters of recommendation from companies or government agencies for whom the Interested Bidder has or is providing tabloid-sized printing, distribution and subscription list management services.

Bidder: _____

Contact Person: _____

Email: _____

Phone: _____

The following bid is hereby submitted for tabloid-sized printing, distribution and subscription list management services.

For a 60-month Period: January 1, 2019 – December 31, 2023

A. Printing

Unit Bid Price

1. 58,430 copies printed in color, 16 pages
on **tabloid-sized NEWSPRINT paper** \$_____
2. 58,430 copies printed in color, 16 pages
on **tabloid-sized paper (Option #1)** \$_____
Please provide a sample of Option #1 paper
3. 58,430 copies printed in color, 16 pages
on **tabloid-sized paper (Option #2)** \$_____
Please provide a sample of Option #2 paper
4. Additional pages \$_____

B. Preparing for Distribution

Unit Bid Price

5. For KWO mailing list – approximately 51,280 quarter-folded \$_____
6. For OHA office – 150 strapped and skid-packed,
in bundles of 50 \$_____
7. For ground and neighbor island delivery – 7,000 strapped and skid-packed,
100s with turns of 50 or in bundles of 50 \$_____

C. Distributing

Unit Bid Price

8. Ground delivery of approximately 7,000 copies
to designated drop off points statewide, including restocking as needed \$_____
9. Maintenance of plastic distribution boxes, to include cleaning,
removing trash, replacing windows as needed \$_____

D. Mailing

| | <u>Unit Bid Price</u> |
|---|-----------------------|
| 10. Prep, print, affix mailing labels, as detailed in IFB DPM 2019-06 | \$ _____ |
| 11. Delivery of all mailers to Main Honolulu Post Office | \$ _____ |

E. Managing Master Subscriber List

| | <u>Unit Bid Price</u> |
|--|-----------------------|
| 12. Additions to KWO subscription list | \$ _____ |
| 13. Deletions to KWO subscription list | \$ _____ |
| 14. Changes to KWO subscription list | \$ _____ |
| 15. Data Processing | \$ _____ |
| 16. Merge/Purge | \$ _____ |

F. ADDITIONAL ASSOCIATED COSTS

For associated costs not previously listed on this Bid Offer Form (e.g. additional copies per thousand, inserts per thousand, etc.) but shall be included as part of your bid, please detail as separate, detailed line items below.

| | <u>Unit Bid Price</u> | <u>Per Unit</u> |
|-----------|-----------------------|-----------------|
| 17. _____ | \$ _____ | / _____ |
| 18. _____ | \$ _____ | / _____ |
| 19. _____ | \$ _____ | / _____ |
| 20. _____ | \$ _____ | / _____ |

Bidder: _____

Contact Person: _____

Email: _____

Phone: _____

ATTACHMENT 2: WAGE CERTIFICATE

DESCRIPTION OF PROJECT

Printing, distribution and Subscription List management services for the OHA's Ka Wai Ola publication.

Pursuant to Section 103-55, Hawai'i Revised Statutes (HRS), I hereby certify that if awarded the contract and it is in excess of \$2,000.00 the services will be performed under the following conditions:

1. The services shall be performed by employees at wages or salaries not less than wages or salaries paid to public officers and employees doing similar work; and
2. All applicable laws of the Federal and State governments relating to worker's compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, HRS.

BY: _____
Signature of Person Authorized to Signer

Please Print

NAME: _____

TITLE: _____

VENDOR: _____

DATE: _____

GENERAL CONDITIONS

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1. Coordination of Services by the OHA. The head of the purchasing agency (“HOPA”) (which term includes the designee of the HOPA) shall coordinated the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTORS’S work, and submit to HOPA for resolution any questions which may arise as to the performance of the Contract. “Purchasing agency” as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.

2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an “independent contractor,” with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the OHA shall have a general right to inspect work in progress to determine whether, in the OHA’S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the OHA does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the OHA.

 - b. The CONTRACTOR and the CONTRACTOR’S employees and agents are not by reason of this Contract, agents or employees of the OHA for any purpose, and the CONTRACTOR and the CONTRACTOR’S employees and agents shall not be entitled to claim or receive from the OHA any vacation, sick leave, retirement, workers’ compensation, unemployment insurance, or other benefits provided to OHA employees.

 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR’S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR’S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR’S employees or agents in the course of their employment.

 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii)

employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

- e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the OHA prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
- f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.
- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.

- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.
4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.
6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the OHA, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the OHA a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.
 - a. Recognition of a successor in interest. When in the best interest of the OHA, a successor in interest may be recognized in an assignment contract in which the OHA, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:
 - (1) The Assignee assumes all of the CONTRACTOR'S obligations;
 - (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the OHA; and
 - (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the OHA, the procurement officer of the purchasing agency (hereinafter referred to as the “Agency procurement officer”) shall, upon receipt of a document acceptable or satisfactory to the Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR’S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR’S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.
 - c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR’S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the OHA CPO’s office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii and Office of Hawaiian Affairs, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys’ fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR’S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 8. Cost of Litigation. In case the OHA shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the OHA, including attorneys’ fees.
 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the OHA the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the OHA reasonably obtains similar goods or services, or both, if the CONTRACTOR is

terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR Is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.

10. OHA'S Right of Offset. The OHA may offset against any monies or other obligations the OHA owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The OHA will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
12. Suspension of Contract. The OHA reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontractors; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance

under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of the Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provide that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will endure its completion within the time specified in

this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the OHA has an interest.
- c. Compensation. Payment for completed goods and services delivered and accepted by the OHA shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The OHA may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the OHA against loss because of outstanding liens or claims and to reimburse the OHA for the excess costs expected to be incurred by the OHA in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of the Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by

the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the OHA under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.

- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the OHA so require, terminate this Contract in whole or in part, for the convenience of the OHA. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination become effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the OHA'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontractors to the OHA. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the OHA in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called “manufacturing material”) as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract. The CONTRACTOR shall, upon direction of the Agency Procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the OHA has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the OHA has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost and pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the OHA, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:

- (A) Contract prices for goods and services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.
- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance

of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:
 - (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
 - (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
 - (C) Within such further time as may be allowed by the Agency procurement officer in writing.
 - (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
 - (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
 - (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the OHA, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any OHA officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.
16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:
- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
 - b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
 - c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for OHA officers and employees who are excluded from collective bargaining coverage.
17. Payment Procedures; Final Payment; Tax Clearance.
- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
 - b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
 - c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and

- (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.
18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the OHA to received anticipated federal funds shall not be considered a breach by the OHA or an excuse for nonperformance by the CONTRACTOR.
19. Modifications of Contract.
- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the OHA, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of the Contract shall be permitted.
- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency Procurement officer may unilaterally order of the CONTRACTOR:
- (A) Changes in the work within the scope of the Contract; and
- (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
- d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any

part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.

- e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the OHA, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the OHA in accordance therewith;

(2) Method of delivery; or

(3) Place of delivery.

- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.
- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;

- (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such a manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.
22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the OHA and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.
23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:
- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance services;
 - (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the OHA in accordance with the drawings, designs, or specifications;

(5) Method of shipment or packing of supplies; or

(6) Place of delivery.

- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
- c. The CONTACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
- d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
- e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.

24. Confidentiality of Material.

- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the OHA.
- b. All information, data, or other material provided by the CONTRACTOR to the OHA shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

25. Publicity. The CONTRACTOR shall not refer to the OHA, or any office, agency, or officer thereof, or any OHA employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contracts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The OHA shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the OHA upon expiration or termination of this Contract. The OHA, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.
28. Audit of Books and Records of the CONTRACTOR. The OHA may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A OHA contract, including subcontracts, other than a firm fixed-price contract.
29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date state in the certificate, the OHA is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the OHA may require an audit of cost or pricing data.
31. Records Retention.
- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the OHA.
 - (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the OHA, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the OHA at the request of the OHA.
32. Antitrust Claims. The OHA and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to OHA any and all claims for overcharges as to goods and materials purchase in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the OHA under an escalation clause.
33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the OHA, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the OHA any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the OHA a substitute article, process, or appliance acceptable to the OHA, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the OHA and the CONTRACTOR relative to this contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implies, between the OHA and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of the Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the OHA to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the OHA'S right to enforce the same in accordance with this Contract. The fact that the OHA specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the OHA'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the OHA and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary

actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the OHA determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.

41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from the specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.

42. Confidentiality of Person Information.

a. Definitions.

“Personal information” means an individual’s first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

- (1) Social security number;
- (2) Driver’s license number or Hawaii identification card number; or
- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual’s financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

“Technological safeguards” means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the OHA by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the OHA.

- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate “technological safeguards” that are acceptable to the OHA to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the OHA in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STAET, or personal information created or received by CONTRACTOR on behalf of the OHA.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of personal information will be restricted to uses consistent with the services subject to this Contract.

- d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the OHA learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the OHA may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the OHA shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

- e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the OHA.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the OHA, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the OHA at the request of the OHA.

43. Insurance Requirements

- a. The CONTRACTOR shall maintain acceptable to the OHA in full force and effect throughout the term of this Contract. the Policies of insurance maintained by the CONTRACTOR shall provide the following coverages:

| <u>Coverage</u> | <u>Limit</u> |
|------------------------------|--|
| Commercial General Liability | \$2,000,000 single limits per occurrence for bodily injury and personal property damage. |
| Personal Injury Liability | \$1,000,000 single limits per occurrence \$2,000,000 for general aggregate |

| | |
|---|---|
| Automobile Insurance covering All owned, non-owned and hired automobiles. | Bodily injury liability limits of \$1,000,000 each person and \$1,000,000 per accident and property damage liability limits of \$1,000,000 per accident OR \$2,000,000 combined single limit |
| Workers Compensation as required bylaws of the State of Hawaii | Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the CONTRACTOR and (in case any sub-contractor fails to provide adequate similar protection for all its employees) to all employees of sub-contractors |
| Professional Liability (Errors and Omissions) | \$1,000,000 per claim \$2,000,000 annual aggregate |

- b. The State of Hawaii, the OHA, its elected and appointed officials, employees, agents, and volunteers are added as additional insured with respect operation performed under this Contract. The CONTRACTOR agrees to provide the OHA before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the OHA that the insurance provision of this Contract have been complies with and to keep such insurance in effect and the certificate(s) therefore on deposit with the OHA during the entire term of this Contract. The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including supplemental contracts. Upon request by the OHA, the CONTRACTOR shall furnish a copy of the policy or policies.
- c. Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as a material default under this Contract, entitling the OHA to exercise any or all the remedies provided in this Contract for default of the CONTRACTOR.
- d. The procuring of such required policy or policies of insurance shall not be construed to limit the CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the CONTRACTOR shall be obliged for the full and total amount of damage, injury, or loss cause by negligence or neglect connected with this Contract.
- e. To satisfy the minimum coverage limits required by this Contract, the Successful Offeror may use an umbrella policy in addition to the mandatory insurance policies(i.e. General Liability insurance, Automobile Insurance, and Workers' Compensation) provided that the OHA approves, and the umbrella policy follows the underlying coverage forms

- f. The CONTRACTOR shall notify the OHA in writing of any cancellation or change in provision thirty calendar days prior to the effective date of such cancellation or change.
- g. The OHA is a self-insured semi-autonomous STATE agency. The CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii and OHA shall apply in excess of, and shall not contribute with, insurance provided by the CONTRACTOR.

Years 2017 and 2018**www.dhrd.hawaii.gov****Holidays to be observed by the
HAWAII STATE GOVERNMENT**

Website where State Holiday Schedule posted

Year 2017 HAWAII STATE HOLIDAYS

| (Hawaii Rev. Statutes, Sec. 8-1) | Day Observed in 2017 | Official Date Designated in Statute/Constitution |
|---|-----------------------------|---|
| New Year's Day..... | Jan. 2 Monday | The first day in January |
| Dr. Martin Luther King, Jr. Day..... | Jan. 16 Monday..... | The third Monday in January |
| Presidents' Day..... | Feb. 20 Monday..... | The third Monday in February |
| Prince Jonah Kuhio Kalanianaʻole Day..... | Mar. 27 Monday | The twenty-sixth day in March |
| Good Friday..... | April 14 Friday..... | The Friday preceding Easter Sunday |
| Memorial Day..... | May 29 Monday..... | The last Monday in May |
| King Kamehameha I Day..... | June 12 Monday..... | The eleventh day in June |
| Independence Day..... | July 4 Tuesday..... | The fourth day in July |
| Statehood Day..... | Aug. 18 Friday..... | The third Friday in August |
| Labor Day..... | Sept. 4 Monday..... | The first Monday in September |
| Veterans' Day..... | Nov. 10 Friday..... | The eleventh day in November |
| Thanksgiving..... | Nov. 23 Thursday..... | The fourth Thursday in November |
| Christmas..... | Dec. 25 Monday..... | The twenty-fifth day in December |

Year 2018 HAWAII STATE HOLIDAYS

| (Hawaii Rev. Statutes, Sec. 8-1) | Day Observed in 2018 | Official Date Designated in Statute/Constitution |
|---|-----------------------------|--|
| New Year's Day..... | Jan. 1 Monday..... | The first day in January |
| Dr. Martin Luther King, Jr. Day..... | Jan. 15 Monday..... | The third Monday in January |
| Presidents' Day..... | Feb. 19 Monday..... | The third Monday in February |
| Prince Jonah Kuhio Kalanianaʻole Day..... | Mar. 26 Monday..... | The twenty-sixth day in March |
| Good Friday..... | Mar. 30 Friday..... | The Friday preceding Easter Sunday |
| Memorial Day..... | May 28 Monday..... | The last Monday in May |
| King Kamehameha I Day..... | June 11 Monday..... | The eleventh day in June |
| Independence Day..... | July 4 Wednesday..... | The fourth day in July |
| Statehood Day..... | Aug. 17 Friday..... | The third Friday in August |
| Labor Day..... | Sept. 3 Monday..... | The first Monday in September |
| General Election Day..... | Nov. 6 Tuesday..... | The first Tuesday in Nov. following the first Monday of even-numbered years. <i>(Hawaii State Constitution, Article 2 – Section 8)</i> |
| Veterans' Day..... | Nov. 12 Monday..... | The eleventh day in November |
| Thanksgiving..... | Nov. 22 Thursday..... | The fourth Thursday in November |
| Christmas..... | Dec. 25 Tuesday..... | The twenty-fifth day in December |

FOOTNOTES: For use solely by State government agencies. Federal government and local banking holidays may differ. For State agencies that operate on other than Monday-Friday 7:45 AM to 4:30 PM schedules, also refer to appropriate collective bargaining agreements. Created by the Department of Human Resources Development 9/21/2016; subject to change.



OFFICE OF HAWAIIAN AFFAIRS
CONTRACT FOR GOODS OR SERVICES
BASED ON COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of _____, _____, between the Office of Hawaiian Affairs (“OHA”), a body corporate under the Constitution of the State of Hawai‘i, by its Ka Pouhana, Chief Executive Officer (“CEO”) and Head of Purchasing Agency (“HOPA”), acting by and on behalf of the Board of Trustees, whose address is 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817, and _____ (“CONTRACTOR”), a _____,
(Insert corporation, limited liability company, or other legal form of the Contractor)
 under the laws of the State of _____, whose business address and federal tax identification numbers are as follows: _____.

RECITALS

A. The OHA desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.

B. The OHA has issued an invitation for competitive sealed bids and has received and reviewed bids submitted in response to the invitation.

C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawai‘i Revised Statutes (“HRS”), Hawai‘i Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 (“HAR”), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer (“CPO”).

D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.

E. Pursuant to _____,
(Legal authority to enter into this Contract)
 the OHA is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:

(1) _____
(Identify OHA source)

(2) _____
(Identify state source)

or (3) _____
(Identify federal source)

or all, in the following amounts: OHA \$ _____
 State \$ _____
 Federal \$ _____.

NOW, THEREFORE, in consideration of the promises contained in this Contract, the OHA and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the OHA, provide all the goods or services, or both, set forth in Attachment – S1, which is made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed _____ DOLLARS (\$_____), including approved costs incurred and taxes, according to the Compensation and Payment Schedule set forth in Attachment – S2, which is made part of this Contract.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment – S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☐ is required to provide or ☐ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☐ a performance and payment bond in the amount of _____ DOLLARS (\$_____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of _____ DOLLARS (\$_____) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by any party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the OHA shall be sent to the HOPA's address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR's address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the OHA in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

OHA

(Signature)

(Print Name)

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title) *_____
(Date)

APPROVED AS TO CONTENT:

(Signature)

(Print Name)

(Print Title)

(Date)

APPROVED AS TO FORM:

(Signature)

(Print Name)

(Print Title)

(Date)

*Evidence of authority of the CONTRACTOR’s representative to sign this Contract for the CONTRACTOR must be attached.



OFFICE OF HAWAIIAN AFFAIRS
CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, _____ before me
 appeared _____, to me known, to be the person
 described in and, who, being by me duly sworn, did say that he/she/they is/are
 _____ of _____,
 the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to
 sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they
 executed said instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

 (Signature)

 (Print Name)

Notary Public, State of _____

My commission expires: _____

Document Date: _____ # of Pages: _____

Notary Name: _____ Circuit

Document Description: _____

(Notary Stamp or Seal)

 Notary Signature

 Date

NOTARY CERTIFICATION



OFFICE OF HAWAIIAN AFFAIRS
CONTRACTOR'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

“Agency” means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is * ☐ is not a legislator or an employee or a business which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14(d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

*Reminder to Agency: If the “is” block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____



OFFICE OF HAWAIIAN AFFAIRS SCOPE OF SERVICES

Attachment – S1

Project: Ka Wai Ola
Description: Printing, distribution and Subscription List management services for the OHA's Ka Wai Ola publication

A. The following documents, and any amendments or addenda thereto, comprise the Contract between the parties and are fully a part of this Contract governing the work to be performed by the CONTRACTOR for the [NAME OF PROJECT]: (1) CONTRACTOR's accepted proposal dated [Date of Proposal Submitted]; (2) Request for Proposal No. [No. of RFP]; and (3) OHA Non-Grant General Conditions effective January 28, 2016; and (4) this Contract. These documents collectively comprise the "Contract".

B. The CONTRACTOR shall provide and perform the services set forth below in a satisfactory and proper manner as determined by the OHA, and in accordance with the terms and conditions of this Contract. The services shall include, but may not be limited to, the following:

1. Printing

- a. The CONTRACTOR shall accept the print-ready PDF of each publication.
- b. The CONTRACTOR shall print a minimum of 58,4300 copies monthly within TWO (2) days of receipt of each PDF.
- c. The publication shall be printed in full process four-color.
- d. The publication shall be printed on tabloid size (10.75"x16") paper.

2. Preparing for Distribution

The CONTRACTOR shall prepare the publications according to their intended outlet:

- a. KWO mailing list – approximately 51,280 quarter-folded.
- b. For OHA office – 150 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.



OFFICE OF HAWAIIAN AFFAIRS SCOPE OF SERVICES

Attachment – S1

3. Managing Master Subscriber List

- a. The CONTRACTOR shall manage the master subscriber list for KWO which shall be provided and determined solely by the OHA.
- b. The CONTRACTOR 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. Large batches of returned KWOs may be provided in paper format for entering.
- d. The CONTRACTOR 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 CONTRACTOR shall print and affix all mailing labels and deliver the mailers to the Post Office.
 - i. The OHA has a postage account with the U.S. Postal Service that the CONTRACTOR shall use solely to mail the KWO subscriptions.
 - ii. The KWOs are mailed using the bulk mail rate.
 - iii. The CONTRACTOR 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. The OHA does not provide monthly KWO print subscription service to international addresses.
- b. The CONTRACTOR shall mail out batches of KWO according to the Distribution List. See Exhibit 4: Distribution List.

5. Distributing

- a. Each month, the CONTRACTOR shall distribute approximately 7,000 copies of KWO to designated drop off points throughout the state.
- b. Distribution to statewide designated drop off points shall be completed via ground delivery. See Exhibit 4: Distribution List.
- c. The CONTRACTOR shall ensure that all deliveries be made within THREE (3) business days from the date and time that the KWO is made available.



OFFICE OF HAWAIIAN AFFAIRS SCOPE OF SERVICES

Attachment – S1

- d. The CONTRACTOR shall make deliveries at least once per month and restock the distribution boxes during the third week of each month, as needed, and as newspapers become available.
- e. The CONTRACTOR shall ensure that all newspapers are delivered in a dry and undamaged condition to all locations.
- f. The CONTRACTOR shall clean and maintain the plastic distribution boxes to include dusting, removing trash, and replacing windows at least twice per month or as needed.
- g. The CONTRACTOR shall ensure that the distribution boxes are secured as is designed by the manufacturer of the boxes.

C. Management Requirements

- 1. The CONTRACTOR shall ensure that all personnel meet the minimum qualifications, including minimal experience requirements.
- 2. The CONTRACTOR 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.
- 3. The CONTRACTOR shall be solely responsible for the behavior and conduct of their employees.
- 4. The CONTRACTOR agrees to remove any of his employees from servicing or providing services to the OHA upon request in writing by the Contract Coordinator. At the request of the OHA, the CONTRACTOR 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 or disorderly or is abusive or unable to demonstrate tact and diplomacy in dealing with the public.
- 5. The CONTRACTOR shall have a properly trained and licensed manager to oversee the entire operation and to ensure that the services required are satisfactorily performed.
- 6. The CONTRACTOR shall ensure that all information, documents, or materials viewed, discussed or provided in the line of duty shall be treated as confidential. The CONTRACTOR shall refrain from providing confidential information to the general public without express written consent of the OHA.



OFFICE OF HAWAIIAN AFFAIRS SCOPE OF SERVICES

Attachment – S1

7. During the performance of this Contract, the CONTRACTOR shall agree not to discriminate against any employee or applicant for employment because of sex, race, creed, color, or national origin. The CONTRACTOR shall take affirmative action to insure that applicants who are employed are treated fairly during employment without regard to sex, race, creed, color, or national origin. Such action shall include, but may not be limited to 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 CONTRACTOR shall insert provisions similar to the foregoing in all subcontracts.

D. Administrative

1. The CONTRACTOR shall be required to attend meetings, as needed, with the Contract Coordinator. The day and time shall be specified by the Contract Coordinator. Necessary field visits shall also be made as determined by the Contract Coordinator.
2. The Contract Coordinator shall submit a report to the CONTRACTOR listing any discrepancies or Contract violation(s) which need correction, as needed. 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.

E. Payment

The OHA shall make payment upon the receipt of invoice and satisfactory performance of the services under the Contract, as determined by the Contract Coordinator. The CONTRACTOR shall submit one (1) original monthly invoice, by the fifteenth (15th) day of each month, for all services rendered in the prior month, to:

Office of Hawaiian Affairs
Attn: Accounting Services
560 N. Nimitz Highway, Suite 200
Honolulu, HI 96817

The “aging” date of the invoice shall be the date the invoice is received by the OHA, as reflected by the date stamp. All invoices shall be given thirty (30) days to be paid.

All invoices shall reference the Contract number and Purchase Order number assigned to the Contract, and given a unique Invoice number for identification purposes.



OFFICE OF HAWAIIAN AFFAIRS SCOPE OF SERVICES

Attachment – S1

Payment shall be made on the basis of offices serviced by the CONTRACTOR. The CONTRACTOR shall submit monthly invoices for payment, listing dates services provided for the previous month.

F. Increase, Decrease or Change in Service

1. The OHA reserves the right to increase or decrease the required services during the Contract period.
2. All requests for increased services shall be provided at the same or similar rates for each respective service requested.
3. Adverse conditions that may require major changes not stated in the Contract must be reported to the Contract Coordinator or an authorized representative. All modifications to the Contract require prior

G. Monitoring

1. The performance of work shall be monitored by the Contract Coordinator. Performance will be monitored on an ongoing basis by the OHA through service delivery, personal observation, and/or other methods.
2. Should the CONTRACTOR fail to comply with the requirements of the Contract, the OHA reserves the right to engage the services of another company to perform the services to remedy the defect or failure and to deduct such costs from monies due to the CONTRACTOR or, alternatively, to assess the CONTRACTOR directly.
3. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of this Invitation for Bids, the OHA reserves the right to purchase in the open market, a corresponding quantity of services, and to deduct from the CONTRACTOR this cost and from any monies due or that may thereafter become due the CONTRACTOR such as the cost to the OHA for procuring such services. In case money due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the OHA. The OHA may also utilize all other remedies provided under the Contract and applicable laws and rules, as appropriate.

H. Damages

Liquidated damages is fixed at the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) for each and every day the CONTRACTOR fails to perform in whole or in part any of its obligations, which liquidated damages may be deducted from any payments due or to become due to the CONTRACTOR.



**OFFICE OF HAWAIIAN AFFAIRS
SCOPE OF SERVICES**

Attachment – S1

- I. The Contract Coordinator (“Coordinator”) will act as the contract monitor and principal liaison between the CONTRACTOR and the OHA. The Coordinator shall assist in resolving policy questions expediting decisions and the review of the work performed.

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OFFICE OF HAWAIIAN AFFAIRS COMPENSATION

Attachment – S2

Project: [Project Name]
 Description: [Description of Project]
 Location: TMK No: [NO.]

- A. The OHA agrees to pay the CONTRACTOR, subject to the availability of funds, a maximum amount not to exceed [DOLLAR AMOUNT WRITTEN OUT AND NO/100 DOLLARS] (\$[AMOUNT]) inclusive of all actual reasonable ordinary necessary costs and expenses, including general excise tax currently at the rate of 4.712% for services satisfactorily rendered under this Contract.
- B. Compensation shall be paid pursuant to the schedule set forth below and upon presentment of invoice and satisfactory performance of the work described in ATTACHMENT – S1 SCOPE OF SERVICES and shall be approved by the OHA Contract Coordinator. The Coordinator's written approval shall be required before incurring any exceptional cost and/or expenses. Compensation shall be paid in the following manner:

| Payment Number | Period Due | Amount |
|----------------|------------------|--------------|
| 1 | [Date] to [Date] | [\$[AMOUNT]] |
| 2 | [Date] to [Date] | [\$[AMOUNT]] |
| 3 | [Date] to [Date] | [\$[AMOUNT]] |
| Total | | [\$[AMOUNT]] |

- C. The OHA shall retain TEN PERCENT (10%) equal to [DOLLAR AMOUNT WRITTEN OUT AND NO/100 DOLLARS] (\$[AMOUNT]), including general excise tax currently at the rate of 4.712% of the total Contract amount as the final payment under this Contract. Payment of the retained amount shall be made upon the completion and approval by the OHA of deliverables as stated in the payment.
- D. For Final payment, the CONTRACTOR must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment" (Form SPO-22). An original tax clearance certificate not over two (2) months old with an original green certified copy stamp or a valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance certificate, is acceptable. A copy of Form SPO-22 is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the chapter 103d, HRS, link.



**OFFICE OF HAWAIIAN AFFAIRS
COMPENSATION**

Attachment – S2

E. The CONTRACTOR shall submit one (1) original invoices for services to:

Office of Hawaiian Affairs
Attn: Financial Services
560 North Nimitz Highway
Suite 200 Honolulu,
Hawai'i 96817

F. All invoices shall reference the Contract number assigned to this Contract. Payment shall be in accordance with section 103-10, HRS, upon certification by the Contract Coordinator that the CONTRACTOR has satisfactorily performed the services specified, payment will be made.

G. Said withheld amount shall be subject to the CONTRACTOR's satisfactory reconciliation and submittal of all reports and tax clearances from the Director of Taxation and the Internal Revenue Service. Any debt owed to the State Department of Taxation shall be offset first. The CONTRACTOR shall still be required to submit copies of valid tax clearances to the OHA within THIRTY (30) days of the termination date of this Agreement. A certificate of vendor compliance issued by the Hawai'i Compliance Express may be submitted in lieu of the tax clearance certificate.

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OFFICE OF HAWAIIAN AFFAIRS TIME OF PERFORMANCE

Attachment – S3

Project: [Project Name]
 Description: [Description of Project]
 Location: TMK No: [NO.]

- A. The CONTRACTOR shall perform the services required under this Contract from [Date] through and including [Date] unless this Contract is sooner terminated.
- B. The manner in which the services are to be performed and the specific hours to be worked by the CONTRACTOR shall be determined by the CONTRACTOR, limited, however, to the maximum amount payable as specified in this Contract.
- C. Option to Extend: The Time of Performance of this Contract may be extended at negotiated fees, subject to the availability of funds, upon mutual agreement in writing prior to the end of the current Contract. It is understood that a Supplemental Contract (Amendment) will be executed by both the CONTRACTOR and the OHA to exercise any and all extensions.

Initial term of Contract: [NO. OF MONTHS WRITTEN OUT] (#) months

Length of each extension: Up to [NO. OF MONTHS WRITTEN OUT] (#) months, may be less than [NO. OF MONTHS WRITTEN OUT] (#) months when it is in the best interest of the OHA

Maximum length of Contract: Not to exceed [NO. OF MONTHS WRITTEN OUT] (#) months

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| COMPANY/RECIPIENT | ADDRESS | COPIES |
|--|---------------------------------------|--------|
| AHA PUNANA LEO KAKOO | 94 PUUHONU PL | 5 |
| DHHL | 160 BAKER AVE | 20 |
| EDITH KANAKA OLE FOUNDATION | 1500 KALANIANA'OLE AVE | 5 |
| MAYOR'S OFFICE - HARRY KIM | 25 AUPUNI ST | 1 |
| HAWAII COUNTY COUNCIL | 25 AUPUNI ST | 10 |
| HAWAII DEPARTMENT OF HEALTH | 75 AUPUNI ST | 10 |
| HAWAII STATE JUDICIARY | 777 KILAUEA AVE | 10 |
| HAWAIIAN FORCE | 184 KAMEHAMEHA AVE | 5 |
| HUI MALAMA OLA NA OIWI | 1438 KILAUEA AVE | 50 |
| KAMEHAMEHA SCHOOLS REGIONAL OFFICE | 16-545 VOLCANO RD | 5 |
| KEAUKAHA ELEMENTARY SCHOOL | 240 DESHA AVE | 30 |
| KEAUKAHA GENERAL STORE | 11 SILVA ST | 10 |
| OHA EAST HAWAII OFFICE - HILO | 399 HUALANI ST., STE 20-CDE | 20 |
| QLCC - HILO | 919 ULULANI ST | 10 |
| HILO HIGH SCHOOL | 556 WAIANUENUE AVE | 30 |
| WAIAKEA HIGH SCHOOL | 155 W KAWILI ST | 10 |
| LAUPAHOEHOE CHARTER SCHOOL | 35-2065 OLD MAMALAHOA HWY | 10 |
| I OLA HALOA CENTER OF HAWAII LIFE STYLES | 200 W KAWILI ST | 10 |
| KAUMANA ELEMENTARY SCHOOL | 1710 KAUMANA DR | 10 |
| KE KULA O NAWAHIOKALANI OPU U | 556 WAIANUENUE AVE | 30 |
| NA PUA NO EAU | 200 W KAWILI ST | 5 |
| KAI STORE | 2101 KILAUEA AVE | 10 |
| ALU LIKE INC | 32 KINOOLE ST | 10 |
| HAWAII STATE LIBRARIES - HILO | 300 WAIANUENUE AVE | 150 |
| HTH OFFICE COPIES - ATTN: VANESSA | 355 KINOOLE | 10 |
| KE OLA PONO KUPUNA | 32 KINOOLE ST | 60 |
| HAWAII FIRST FEDERAL CREDIT UNION | 67-1187 MAMALAHOA HWY | 20 |
| HONOKAA HIGH SCHOOL | 45-527 PAKALANA ST | 10 |
| KEALAKEHE HIGH SCHOOL | 74-5000 PUOHULIHULI ST | 10 |
| OHA OFFICE - KONA | 75-1000 HENRY ST., #205 | 200 |
| OHA OFFICE - LIHUE | 4405 KUKUI GROVE ST., STE 103 | 100 |
| OHA OFFICE - LANAI | 431 7TH ST., UNIT A (Behind Pharmacy) | 50 |
| KAMEHAMEHA SCHOOLS - MAUI | 270 AAPUEO PARKWAY | 25 |
| AKAULA SCHOOL | 100 KALAE AVE | 50 |
| OHA OFFICE - MOLOKAI | 600 MAUNALOA HWY | 60 |

| Name | Address | Draw |
|---|-------------------------------------|------|
| TJ Mahoney | 524 Kaaahi St. | 30 |
| Satellite City Hall - Kalihi | 925 Dillingham Blvd. | 100 |
| KSBE (Paki) | 1887 Makuakane St. | 25 |
| KSBE Midkiff Learning Center | 249 Konia Cir. | 50 |
| Saint Francis Medical Center | 2226 Liliha St. | 25 |
| East-West Conference Center | 1601 East-West Rd. | 10 |
| HI Studies Bldg and Ref Lib. | 2645 Dole St. | 20 |
| HI Studies Bldg metal rack | 2645 Dole St. | 50 |
| Dept. Health Room | 1250 Punchbowl St., 1st fl OPPPD | 250 |
| Iolani Palace - Archives Bldg | 364 S King St | 30 |
| Fed. Bldg. SEN. SCHATZ | 300 Ala Moana Blvd., #7-212 | 10 |
| Fed. Bldg. REP. GABBARD | 300 Ala Moana Blvd., #5-104 | 10 |
| Fed. Bldg. SEN. HIRONO | 300 Ala Moana Blvd., #3-106 | 10 |
| Fed. Bldg. REP. HANABUSA | 1132 Bishop St., Ste #1910 | 10 |
| DPS Room #405 | 919 Ala Moana Blvd., room #405 | 100 |
| Native Books/Na Mea HI | 1200 Ala Moana Blvd. | 100 |
| Mission House-Ticket Office | 553 S King St. | 40 |
| Mission House-Research | 553 S King St. | 15 |
| KSBE Side Office | 567 S King St. | 10 |
| KSBE Receptionist 2nd Floor | 567 S King St. | 40 |
| KSBE 4th Floor | 567 S King St. | 10 |
| BOX @ KING & HOTEL - EXEC CENTER | | 100 |
| BOX @ KING & TAMARIND SQ | | 100 |
| BOX @ BISHOP & KING ewa/makai | | 150 |
| BOX @ MERCHANT & BISHOP | | 50 |
| BOX @ MERCHANT & RICHARDS | | 200 |
| BOX @ PUNCHBOWL & POHUKAINA | | 50 |
| Kawaiaha'o Church Admin. | 957 Punchbowl St. | 15 |
| Haili's Kapahulu | 760 Palani Ave. | 50 |
| Chaminade - #255 Office of Native Hawaiian Partnerships | 3140 Waialae Ave. | 25 |
| Chaminade LIBRARY | 3140 Waialae Ave. | 30 |
| Chaminade - Henry Hall 2nd fl | 3140 Waialae Ave. | 30 |
| Salvation Army Admin Office | 845 22nd Ave. | 30 |
| Alu Like | 2969 Mapunapuna Pl. | 50 |
| Satellite City Hall - Wahiawa | 330 N Cane St. | 50 |
| OLELO | 46-155 Kamehameha Hwy. (King Inter) | 25 |
| HPU Kailua Campus Student Lg | 45-045 Kamehameha Hwy. | 25 |
| WCC Admin. Office | 45-720 Keaahala Rd. | 25 |
| WCC Halea'o Bldg HI Studies | 45-720 Keaahala Rd. | 25 |
| WCC Library | 45-720 Keaahala Rd. | 25 |
| HI State Hospital Admin. Recept | 45-710 Keaahala Rd. | 25 |
| Hinamauka Rehab. Center | 45-845 Po'okela St. | 25 |
| Keneke's Waimanalo | 41-685 Kalaniana'ole Hwy. | 50 |
| Hawaii Youth Facility | 42-470 Kalaniana'ole Hwy. | 25 |
| Kualoa Heeie Youth KEY Project | 47-200 Waihee Rd. | 30 |
| Keneke's Hauula | 53-138 Kamehameha Hwy. | 100 |
| Tamura's Hauula | 54-316 Kamehameha Hwy. | 100 |
| BYU - Smith Library | 55-220 Kulanui St., #29 | 25 |
| Kaiser Clinic Kahuku | 56-565 Kamehameha Hwy. | 25 |
| Kahuku Hospital / Main Lobby | 56-117 Pualalea St. | 25 |
| Waimea Fall Park Admin. Office | 59-864 Kamehameha Hwy. | 50 |
| Haleiwa Coffee Gallery | 66-250 Kamehameha Hwy., #C106 | 185 |
| Waianae Culture and Arts | 89-237 Kauwahi Ave. | 15 |
| Waianae Comp. Health Center | 89-260 Farrington Hwy. | 30 |

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| Satellite City Hall - Waianae | 85-670 Farrington Hwy. | 50 |
| Hoomau Ke Ola | 85-761 Farrington Hwy. | 25 |
| LCC- Admin Office | 96-045 Ala Ike St. | 15 |
| DHS Director | 1010 Richard Street, #512 | 15 |
| DAGS | 1151 Punchbowl Street | 15 |
| DOE Public Relations | 1310 Punahou Street | 15 |
| DOE Superintendant | 1390 Miller Street | 20 |
| DOE HI Studies | 1390 Miller Street #306 | 25 |
| DOE Board of Education | 1390 Miller Street #309 | 15 |
| Honolulu Municipal Bldg | 650 S. King Street | 20 |
| Hawaii State Commission on the Status of Women | 235 S. Beretania Street #407 | 10 |
| Office of State Planning | 235 S. Beretania Street 6th floor | 10 |
| DHRD | 235 S. Beretania Street | 15 |
| DBED | 235 S. Beretania Street, #502 | 20 |
| Office of Consumer Protection | 235 S. Beretania Street, 8th floor | 20 |
| State Foundation Culture/Arts | 250 S. Hotel Street | 20 |
| Gov. Office of Information | 250 S. Hotel Street, #107 | 15 |
| Budget and Finance | 250 S. Hotel Street, #305 | 20 |
| DCCA | 335 Merchant Street | 20 |
| Dept. of Defense | 3949 Diamond Head Road | 15 |
| Pub. Access Rm#401 State Cap. | 415 S. Beretania Street | 15 |
| Governor's Office | 415 S. Beretania Street, #5 | 15 |
| Lt. Governor | 415 S. Beretania Street, #5 | 15 |
| Attorney General | 425 Queen Street | 20 |
| Dept. of Judiciary | 777 Punchbowl Street | 20 |
| Dept. Taxation Director | 830 Punchbowl Street | 15 |
| DLIR | 830 Punchbowl Street #321 | 15 |
| DOT Director | 869 Punchbowl Street | 20 |
| DHHL Director | 91-5420 Kapolei Pkwy | 20 |
| DHS Kalihi-Palama Unit | 915 N King Street | 20 |
| Neighborhood Commission Office | 925 Dillingham Blvd., Ste 160 | 30 |
| House Sgt at Arms | | 55 |
| Senate Sgt at Arms | | 25 |
| Legislative Ref Bureau | | 25 |
| Dept. of Agriculture | | 20 |
| Neighborhood Board #12 | | 30 |
| Lanakila | | 15 |
| City Council | 530 S King Street #202 | 10 |
| KCC Library | 4303 Diamond Head Rd. | 50 |
| KCC Cafeteria | 4303 Diamond Head Rd. | 50 |
| Bishop Library | 1525 Bernice St. | 25 |
| Bishop Museum | 1525 Bernice St. | 50 |
| Maluhia Hospital | 1027 Hala Dr. | 25 |
| Hawaii Community Lending | 900 Fort Street Mall | 25 |
| Hawaii State Library | 478 S King St | 750 |
| Native Hawaiian Legal Corp. #1205 | 1164 Bishop St., #1205 | 30 |
| HCC Library | 874 Dillingham Blvd. | 25 |
| Queen Lilioukalani Admin Reception | 1390 Miller Street | 30 |
| Queen Lilioukalani Back Building | 1390 Miller Street | 10 |
| Ke Ola Mamo Kuakini Med. Plaza #308 | 321 N Kuakini St., #308 | 25 |
| American Cancer Center | 2370 Nuuanu Ave. | 10 |
| U. H. Law School HI ENV. STUDIES | 2515 Dole St. | 30 |
| Sinclair Library | 2425 Campus Rd. | 100 |
| Hamilton Library | 2550 McCarthy Mall | 200 |
| WCCC Library | 42-477 Kalaniana'ole Hwy | 10 |

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| Kehau's Kitchen | 98-Kaonohi St., Ste B118 | 15 |
| Council Native HI Advancement | 2149 Lauwiliwili Street Suite 200 | 20 |
| WAIKIKI ELEM SCHOOL | 3710 LEAHI AVE | 10 |
| PUNAHOU SCHOOL (LINDA MAHONEY) | 1601 PUNAHOU ST | 10 |
| ROOSEVELT HIGH SCHOOL (LEA PALIMOO) | 1120 NEHOA ST | 10 |
| CENTRAL MIDDLE SCHOOL MAIL ROOM (NORI LEONG) | 1302 QUEEN EMMA ST | 10 |
| FARRINGTON HIGH SCHOOL | 1564 N KING ST | 10 |
| KAMEHAMEHA MIDDLE SCHOOL | 2125 ALII RD | 10 |
| KAMEHAMEHA SCHOOLS (PAKI OFFICE) | 1887 MAKUAKANE ST | 20 |
| KAMEHAMEHA SCHOOLS (SMITH OFFICE) | 210 KONIA CIR | 20 |
| MYRON B THOMPSON ACADEMY | 1040 RICHARDS ST STE 220 | 10 |
| PALAMA SETTLEMENT | 810 N VINEYARD BLVD | 10 |
| MCKINLEY COMMUNITY SCHOOL FOR ADULTS (MARTHA EVANS) | 634 PENSACOLA ST | 10 |
| MCKINLEY HIGH SCHOOL | 1039 S KING ST | 10 |
| MOANALUA HIGH SCHOOL | 2825 ALA ILIMA ST | 10 |
| HONGWANJI MISSION SCHOOL (LORI OKAMURA) | 1728 PALI HWY | 10 |
| KAISER HIGH SCHOOL | 511 LUNALILO HOME RD | 10 |
| SACRED HEARTS ACADEMY | 3253 WAIALAE AVE | 10 |
| SAINT LOUIS SCHOOL - BERTRAM HALL LOBBY | 3142 WAIALAE AVE | 10 |
| SAINT LOUIS SCHOOL - DEAN/ADMIN - RECEPTIONIST | 3143 WAIALAE AVE | 15 |
| IOLANI SCHOOL BOOKSTORE (KEALA SOARES) | 563 KAMOKU ST | 25 |
| MARYKNOLL HIGH SCHOOL (NAOMI SAITO) | 1526 ALEXANDER ST | 50 |
| VOYAGER PUBLIC CHARTER SCHOOL | 2428 WILDER AVE | 10 |
| AINA HAINA ELEMENTARY | 801 W HIND DR | 10 |
| DOLE MIDDLE SCHOOL | 1803 KAMEHAMEHA IV RD | 10 |
| KALAKAUA MIDDLE SCHOOL | 821 KALIHI ST | 10 |
| MOANALUA MIDDLE SCHOOL | 1289 MAHIOLE ST | 10 |
| POPE ELEMENTARY-NA PONO NO NA OHANA (TASHA JOSUE) | 41-133 HULI ST | 10 |
| WAIMANALO ELEM/INTER SCHOOL | 41-1330 KALANIANA'OLE HWY | 10 |
| KAILUA INTER SCHOOL | 145 S KAINALU DR | 10 |
| KALAHEO HIGH SCHOOL | 730 ILIAINA ST | 10 |
| OLOMANA SCHOOL | 42-522 KALANIANA'OLE HWY | 25 |
| CASTLE HIGH SCHOOL (LIANNE JUMAWAN) | 45-386 KANE'OLE BAY DR | 20 |
| AHUIMANU ELEMENTARY | 47-470 HUI AEKO PL | 20 |
| HAUULA ELEMENTARY SCHOOL | 54-046 KAMEHAMEHA HWY | 20 |
| KAAWA ELEMENTARY | 51-296 KAMEHAMEHA HWY | 20 |
| WAIHAOLE ELEMENTARY | 48-215 WAIHAOLE VALLEY RD | 20 |
| KAHUKU HIGH/INTER SCHOOL (K WALK) | 56-490 KAMEHAMEHA HWY | 30 |
| LAIE ELEM SCHOOL (ELENA) | 55-109 KULANUI ST | 10 |
| WAIALUA HIGH & INTER | 67-160 FARRINGTON HWY | 10 |
| AIEA HIGH SCHOOL | 98-1276 ULUNE ST | 10 |
| RADFORD HIGH SCHOOL | 4361 SALT LAKE BLVD | 10 |
| PEARL CITY HIGH SCHOOL | 2100 HOOKIEKIE ST | 10 |
| LOA-HIGH CORE PROGRAM | 801 CENTER ST | 10 |
| KAPOLEI HIGH SCHOOL | 91-5007 KAPOLEI PKWY | 20 |
| KAPOLEI MIDDLE SCHOOL (DANA KOBASHIGAWA) | 91-5335 KAPOLEI PKWY | 20 |
| OLOMANA SCHOOL - DETENTION HOME (MONICA FATU) | 287 KAMOKILA BLVD | 25 |
| WAIPAHU COMM SCH FOR ADULTS (WAIPAHU CAMPUS) (SUSAN MEYER) | 94-1211 FARRINGTON HWY | 20 |
| WAIPAHU HIGH SCHOOL | 94-1211 FARRINGTON HWY | 20 |
| WAIPAHU ELEM SCHOOL | 94-465 WAIPAHU ST | 25 |
| CAMPBELL HIGH SCHOOL | 91-980 NORTH RD | 20 |
| ILIMA INTER SCHOOL | 91-884 FORT WEAVER RD | 20 |
| KA WAIHONA O KA NA'AUAO | 89-195 FARRINGTON HWY | 20 |
| NANAIKAPONO ELEM SCHOOL | 89-153 MANO AVE | 10 |
| NANAKULI ELEMENTARY | 89-778 HALEAKALA AVE | 10 |

Exhibit 4: Distribution List

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| NANAKULI HIGH/INTER SCHOOL | 89-980 NANAKULI AVE | 20 |
| MA'ILI ELEM SCHOOL | 87-360 KULAAUPUNI ST | 20 |
| LEIHOKU ELEM SCHOOL | 86-285 LEIHOKU ST | 20 |
| WAIANAE ELEM SCHOOL | 85-220 MCARTHUR ST | 20 |
| WAIANAE HIGH SCHOOL (OHA PAPERS ONLY) | 85-251 FARRINGTON HWY | 25 |
| KAMAILE ACADEMY CHARTER SCHOOL | 85-180 ALA AKAU ST | 20 |
| MAKAHA ELEM SCHOOL | 84-200 ALA NAAUAO PL | 20 |