



State of Hawai‘i

REQUEST FOR PROPOSALS
NO. CEO 2019-30

FOR

Artwork, Layout, Design and Printing of the ‘Ohana Report
and Supplemental Materials

ISSUED DATE: Friday, April 26, 2019

DUE DATE: Friday, May 31, 2019, 2:00 p.m. HST

The Office of Hawaiian Affairs
560 N. Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817

Notice to Interested Parties: Offerors interested in submitting a proposal are encouraged to register your company by completing the Registration Form and submitting it to the OHA’s RFP Coordinator via email, mail and/or hand delivery. If you do not register your company, you will not receive addenda, if any, and your offer may be rejected and not considered for award. See Attachment 4 – RFP Registration Form.

Notice to Offerors
(Chapter 103D, Hawai‘i Revised Statutes)

REQUEST FOR PROPOSAL (hereinafter “RFP”) No. RFP CEO 2019-30

Notice is hereby given that pursuant to Chapter 103D, Hawai‘i Revised Statutes, as amended, (hereinafter “HRS”), the Office of Hawaiian Affairs (hereinafter “OHA”), will be accepting sealed proposals for the design, production and printing of the OHA’s ‘Ohana Report. The proposal shall incorporate plans to produce artwork, layout, design and print a physical publication and related supplemental materials, and design and produce an electronic version of the final publication and supplemental files.

This RFP may be picked up at the OHA’s Main Reception Desk on Oahu located at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817 or downloaded from either the OHA website at: www.oaha.org/solicitations or the State Procurement Office (hereinafter “SPO”) website at <https://hands.ehawaii.gov/hands/opportunities>, beginning Friday, April 26, 2019. Interested offerors must have experience with laying out, designing, and printing publications.

The OHA’s Procurement Services Program will conduct a Pre-Proposal Conference from 10:00 a.m. to 11:00 a.m. Hawaii Standard Time (hereinafter “HST”) at the OHA, 560 North Nimitz Highway, Iwikauikaua Conference Room, Honolulu, Hawai‘i 96817, Wednesday, May 8, 2019. The OHA strongly recommends that all interested offerors attend. For those interested in attending via conference call, please contact the RFP Coordinator listed below no later than 2:00 p.m. HST, Monday, May 6, 2019.

Sealed proposals will be received at the OHA’s Reception Desk at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817 until 2:00 p.m. HST, Friday, May 31, 2019. Electronic mail and facsimile transmissions 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 proposals delivered/postmarked by the United States Postal Services (hereinafter “USPS”) must be received no later than 2:00 p.m. HST, Friday, May 31, 2019 at the OHA’s office.

The OHA reserves the right to reject any and all proposals and to accept any proposal in whole or in part when in the best interest of the OHA and the State. Questions relating to this solicitation will be directed to the RFP Coordinator, Miki Cachola Lene, at (808) 594-1993.

OFFICE OF HAWAIIAN AFFAIRS
Kamana‘opono M. Crabbe, Ph.D.
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 artwork, layout, design, and printing services for its ‘Ohana Report.

A determination has been made that the OHA is unable to secure layout, design, and printing services through a low bid process. Factors included in the determination are: 1) price is not the primary consideration in determining an award; 2) the resulting Contract may need to be other than a fixed price type; 3) the specifications for the services cannot be sufficiently described through low bid process; 4) oral or written discussion need to be conducted with interested offeror concerning their proposals; 5) interested offerors may need to revise their proposal, including price; and 6) the award needs to be based on a comparative evaluation in order to determine the most advantageous offering to the OHA. To that end, a low bid process is not practicable to the OHA to secure layout, design, and printing services for the ‘Ohana Report.

This RFP is issued under the provisions of Chapter 103D, HRS, as amended, and its related administrative rules. Interested offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any interested offeror will constitute admission of such knowledge on the part of such interested offeror.

II. RFP Organization

This RFP is organized into five (5) sections:

Section 1 Administrative Overview – Provides interested offerors with an overview of the procurement and contracting process.

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

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

IV. Terms and Acronyms

BAFO	Best and Final Offer
BOT	Board of Trustees
CEO	Chief Executive Officer
COGS	Certificate of Good Standing
CPO	OHA Chief Procurement Officer
DCCA	Department of Commerce and Consumer Affairs
FY	Fiscal Year
GET	General Excise Tax
HAR	Hawai‘i Administrative Rules
HCE	Hawai‘i Compliance Express
HOPA	Head of Purchasing Agency
HRS	Hawai‘i Revised Statutes
HST	Hawai‘i Standard Time
KP	Ka Pouhana/Chief Executive Officer
Kūkākūkā	Discussion
OHA	Office of Hawaiian Affairs
RFP	Request for Proposals
STATE	State of Hawai‘i, including its department, agencies, and political subdivisions
SOP	Standard Operating Procedures
SPO	State Procurement Office
TMK	Tax Map Key
USPS	United States Postal Service

V. Procurement Timeline

Activity	Scheduled Dates
Release of Request for Proposal	Friday, April 26, 2019
Pre-Proposal Conference	Wednesday, May 8, 2019 10:00 a.m. HST
Due Date to Submit Written Inquires	Friday, May 10, 2019 4:30 p.m. HST
OHA’s Response to Written inquires	Tuesday, May 14, 2019

Proposal Due Date/Time	Friday, May 31, 2019 2:00 p.m. HST
Proposal Evaluation	June 3-5, 2019
Discussion with Priority Listed Offerors (if necessary)	TBD
Best and Final Offer (if necessary)	TBD
Notice of Award	June 2019
Contract Execution	June 2019
Start of Services	July 1, 2019

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

VI. Pre-Proposal Conference and Site Inspection

The OHA’s Procurement Services Program will conduct a Pre-Proposal Conference from 10:00 a.m. to 11:00 a.m. HST on Wednesday, May 8, 2019 at the OHA, 560 North Nimitz Highway, Iwikauikaua Conference Room, Honolulu, Hawai‘i 96817. The OHA strongly recommends that all interested offerors attend. For those interested in attending via conference call, please contact the RFP Coordinator no later than 2:00 p.m. HST, Monday, May 6, 2019.

Impromptu questions will be permitted at the Pre-Proposal 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 RFP. Any changes required will also be issued as an addendum to this RFP.

VII. Submission of Questions

Interested offerors may submit questions to the RFP Coordinator identified in Section 1. Item III of this RFP. The deadline for submission of written questions is Friday, May 10, 2019, 4:30 p.m. HST. All written questions will be responded to in an addendum to this RFP 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 V. Procurement Timeline. The OHA does not guarantee receipt of questions submitted via electronic mail.

The only official position of the OHA is that which is stated in writing and issued in this RFP and/or as addenda to this RFP. 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 offerors are advised that anything discussed at the Pre-Proposal Conference does not change any part of this RFP. All changes and/or clarifications to this RFP will be done in the form of an addendum to this RFP.

VIII. Submission of Sealed Proposal

- A. Form/Formats. Proposal forms and formats such as price proposal are included in Section 5- Attachments to this RFP.
- B. Proposal Submittal. Proposals must be postmarked by the USPS or hand delivered by the date and time designated in this RFP. Any proposals post-marked or received after the designated date and time will be rejected. Electronic submissions such as electronic mail and facsimile transmissions will not be accepted.

The register of proposals and proposals will be open to public inspection after the award of the Contract.

- C. Pre-opening Modification or Withdrawal. All proposals may be modified or withdrawn prior to the deadline for submittal by written notice to modify or withdraw the proposal. All requests for modification will be sealed, accompanied by the actual modification to the proposals, and signed by an authorized signatory.

The written request must be submitted to the OHA, Procurement Services Program, 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817 and time stamped by the OHA. Modifications and/or withdrawals will be clearly marked and must be received by the OHA no later than Friday, May 31, 2019, 2:00 p.m. HST.

- D. Wages and Labor Law Compliance. Prior to entering into a Contract in excess of \$25,000, an interested offeror will certify that it complies with section 103-55, HRS, as amended, entitled Wages, hours, and working condition of employees of Interested offerors performing services. Section 103-55, HRS, provides that the services to be performed will be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Interested offerors are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Successful Offeror will be obligated to provide such increased wages.

Interested offerors will complete and submit the attached Wage Certificate certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 3.

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

Interested offerors are strongly encouraged to account for salary increases as posted by the State of Hawai'i Department of Human Resources Development (hereinafter

“DHRD”). The OHA will consider requests for increases as a result of wage increases to public officers and employees during the Contract period or any option period that is not published. At the release of this solicitation, the effective wages through [July 1, 2018] for state employees performing similar work have been published by the DHRD.

If wages increase after the execution of the Contract, the Successful Offeror may request an increase in Contract price in order to correspondingly increase the wages of the offeror’s employees performing the work, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old-age benefits, workers’ compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The Successful Offeror will not be paid for any reimbursement of retroactive pay negotiated by the State. The Successful Offeror’s request for the increase must meet the following criteria:

1. At the time of the offer, if the Successful Offeror’s hourly wage rate is greater than the prevailing State wage, the Successful Offeror’s requests for increase will not be considered.
2. At the time of the request, the Successful Offeror must or must have provided documentation to show that it is in compliance with section 103-55, HRS (i.e., its employees are being paid no less than the known wage rates of a State position). Documentation will include the employee’s payroll records and a statement that the employees are being utilized for this Contract.
3. Request for an increase must be made in writing to the OHA on a timely basis as follows:
 - a. Request for increase for the initial Contract period must be made as soon as practicable after the State wage agreements are made public. Approved requests will be retroactive to the date of increase for the State employees with adequate documentation that the Successful Offeror provided its employees a wage increase.
 - b. To obtain the current wage information, download the information from the Department of Human Resources Development’s website at the following address:

<https://dhrd.hawaii.gov/wp-content/uploads/2018/10/Compensation-Plan-October-2018.pdf>

<https://dhrd.hawaii.gov/state-employees/classification-and-compensation/>

It is the sole responsibility of the Interested offeror to comply with section 103-55, HRS, as applicable.

- E. Confidential Information. If an interested offeror believes that any portion of a proposal contains information that should be withheld as confidential, the interested offeror will request in writing nondisclosure of designated proprietary data to be kept confidential and provide justification to support the designation of confidentiality. Such data will accompany the proposal, be clearly marked, and will be readily separable from the proposal documents to facilitate the eventual public inspection of the non-confidential section of the proposal documents. Note the price and the provisions of the minimum required services are not considered confidential and will not be withheld.

Interested offerors who choose to identify portions of their proposal as confidential will be responsible to ensure that the minimum services are not included. The OHA will not make any determination of confidentiality for the interested offeror.

If the proposal is marked confidential in its entirety, the OHA will not make a determination of confidentiality and will refer any request for information to the OHA Corporate Counsel and/or the State's Office of Information Practices.

- F. Exceptions. Interested offerors will list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Interested offerors must reference the RFP section where the exception is taken and provide a description of the exception taken and any proposed alternative. The OHA will retain the right to grant exceptions to discretionary policies. Request for exceptions to the State, Federal, or local laws will not be approved.

IX. Discussions with Offerors Prior to Proposal Submissions

Discussion may be conducted with the interested offeror to promote understanding of the OHA's requirements.

X. Opening of Proposals

Upon the receipt of proposals by the OHA at the designated location, the proposal, any modification to proposals, and withdrawals of proposals will be date and time-stamped. All documents received will be held in a secure place by the OHA and will not be examined for evaluation purposes until the submittal deadline. The procurement file will be open to public inspection after a contract has been awarded and executed by all parties. Sealed proposals will not be opened at a public proposal opening.

XI. Additional Materials and Documentation

Proposal samples or descriptive literature should not be submitted unless specifically requested within the RFP. Interested offerors may include up to five (5) pages of documentations, literatures, samples, or brochures of related services, which demonstrates experiences to related consultant services.

XII. RFP Amendments

The OHA reserves the right to amend this RFP at any time prior to the proposal submission deadline. Interested offerors will be notified of the availability of amendments through verbal or written communications. All amendments to this RFP will be posted to the OHA website www.oha.org/solicitations and SPO website <https://hands.ehawaii.gov/hands/opportunities>.

XIII. Additional Terms and Conditions

The OHA reserves the right to add terms and conditions during contract negotiation and discussions. These terms and conditions may be applicable to the scope of the RFP and will not affect the proposal evaluation.

XIV. Trade Secrets/Confidential Information

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

XV. Intellectual Property Rights

The OHA reserves the right to unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive licenses to use, modify, reproduce, perform, release, display, create derivative works from the work product, and to disclose the work product, and to transfer the intellectual property to third parties for the OHA's purposes.

The interested offeror understands that the information obtained from these efforts is the sole property of the OHA, that any use of the information must be approved by the OHA, and that any information, and all materials used to complete the project will be returned to the OHA.

XVI. Cancellation of the Request for Proposals

The RFP may be canceled and any or all proposals rejected in whole or in part, without liability to the OHA, when it is determined to be in the best interest of the OHA.

XVII. Costs for Proposal Preparation and Verification

Any costs incurred by the interested offeror in preparing or submitting a proposal are the interested offeror's sole responsibility. Any cost incurred by the Successful Offeror prior to the execution of a Contract is not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the RFP will be the interested offeror's sole responsibility.

Interested offerors will ensure that the OHA is provided with the written authorization(s) necessary to verify information provided in the interested offeror's proposal.

XVIII. Mistakes in Proposals

While interested offerors are bound by their proposals, circumstances may arise where a correction or withdrawal of a proposal is proper. An obvious mistake in a proposal may be corrected, withdrawn, or waived by the interested offeror to the extent that it does not conflict with the best interest of the OHA or to the fair treatment of other interested offerors. Mistakes in proposals will be handled as provided for in Section 3-122, HAR.

XIX. Rejection of Proposals

The OHA reserves the right to consider as acceptable and responsive only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one (1) or more of the following reasons:

1. Cancellation of solicitations and rejection of offers (HAR §3-122-95);
2. Cancellation of solicitation (HAR §3-122-96);
3. Rejection of offers (HAR §3-122-97);
4. Reporting of anti-competitive practices (HAR §3-122-191 to §3-122-196);
5. Rejection for inadequate accounting system (HRS §103D-314(2));
6. Late proposals (HAR §3-122-16.08);
7. Proposal not responsive (HAR §3-122-97(b) and HAR §3-122-97(c)); and
8. Offer not responsible (HAR §3-122-97(b) and HAR §3-122-97(c)).

XX. Notice of Award

Any Contract arising out of this solicitation is subject to the approval by the Line of Business Director as to content, the OHA's Corporate Counsel as to form, and subject to the approval by the OHA's Chief Executive Officer (hereinafter "CEO") or designated signing authority. The CEO, Ka Pouhana (hereinafter "KP"), Head of Purchasing Agency (hereinafter "HOPA") are all one and the same and will be referred to as the "CEO", and subject to the availability of funding.

The Successful Offeror will receive a Notice of Award which will indicate that the Successful Offeror has been selected to provide the services under this RFP.

No work is to be undertaken by the Successful Offeror prior to the Contract commencement date. The OHA is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Successful Offeror prior to the Contract commencement date as specified in the contract.

Pursuant to section 3-122-112, HAR, Responsibility of Offeror, the interested offeror will produce documents to the Procurement Officer to demonstrate compliance with this section. The Successful Offeror receiving the award will be required to enter into a formal written Contract with the OHA. The General Conditions of the Contract are attached and minimum service specification are included herein. See Attachment 11.

XXI. Protests

Pursuant to sections 103D-701, HRS, as amended, and 3-126-4 HAR, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a Contract may submit a protest. An actual or prospective offeror may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

1. A state purchasing agency's failure to follow procedures established by chapter 103D, HRS, as amended.
2. A state purchasing agency's failure to follow any statute established by chapter 103D, HRS, as amended.
3. A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest will be mailed by USPS or hand delivered to the head of the OHA Contracting Office conducting the protested procurement and the Procurement Officer who is conducting the procurement as indicated below within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto.

Provided that a protest based upon the content of the solicitation will be submitted in writing prior to the date set for receipt of offerors, a protest of an award or proposed award will be submitted within five (5) days after the posting of award of the Contract. Deliveries from other than USPS will be considered hand deliveries and considered submitted on the date of actual receipt by the OHA. Any notice of award letter(s), resulting from this solicitation will be posted on the Procurement Reporting System on the State Procurement Office website at <https://hands.ehawaii.gov/hands/opportunities>.

Head of OHA Contracting Office	Procurement Officer
Name: Kamana‘opono M. Crabbe, Ph.D.	Name: Phyllis Ono-Evangelista
Title: Ka Pouhana, Chief Executive Officer, Head of Purchasing Agency	Title: Procurement Manager
Mailing: Office of Hawaiian Affairs Address: 560 North Nimitz Highway, Suite 200 Honolulu, Hawai‘i 96817	Address: Office of Hawaiian Affairs 560 North Nimitz Highway, Suite 200 Honolulu, Hawai‘i 96817

XXII. Availability of Funds

The award of a Contract and any allowed renewal or extension thereof, are subject to the availability and allotment of the OHA funds, State and/or Federal funds.

XXIII. Monitoring and Evaluation

The Successful Offeror’s performance under the Contract will be monitored and evaluated by the OHA’s Contract Administrator or his/her designated representative, the OHA’s auditor, and/or other designated representatives.

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

XXIV. General and Special Conditions of Contract

The General Conditions that will be imposed contractually are included as an attachment. The General Conditions shall be accepted in whole by the Successful Offeror. See Attachment 11.

Special Conditions may be imposed by the OHA. The OHA reserves the right to make appropriate modifications to the quantity of items or reporting requirements contingent upon unforeseen conditions.

XXV. Cost Principles

The OHA will utilize standard cost principle from section 3-123, HAR, which are available on the SPO website. Nothing in this section will be construed to create an exemption from any cost principle arising under State and Federal laws.

XXVI. Campaign Contributions by State and County Interested offeror Prohibited

If awarded a Contract in response to this solicitation, the Successful Offeror agrees to comply with Chapter 11, §11-355, HRS, which states that campaign contributions are prohibited from a State and County government contract during the term of the Contract if the Contract is paid with fund appropriate by the legislative body between the execution of the Contract through the completion of the Contract.

(END OF SECTION)

Section 2 – Scope of Services

I. Introduction

A. Project overview and history

An upcoming public report by the Office of Hawaiian Affairs will focus on the health and well-being of Native Hawaiian families. It is estimated to be 160 pages of rich cultural information and contemporary data that leads to a call for action and policy recommendations to improve the conditions of ‘ohana divided into topical chapters: basic demographics and ‘ohana make-up, traditional family-life, emotional and mental well-being, physical health, economic self-sufficiency/cost of living, poverty, housing, homeless and houseless, elders/kūpuna, and intergenerational mana, knowledge, and resilience. Profiles of families will be woven throughout the narrative.

This publication is the third report in a three-part series by the Office of Hawaiian Affairs (OHA). The first is dedicated to kāne and Native Hawaiian males which was released on June 2, 2017. OHA launched *Kānehō‘ālanī: Transforming the Health of Native Hawaiian Men*, a report on the well-being of Hawaiian kāne which can be viewed online: www.oha.org/kanehealth. The second is dedicated to Native Hawaiian women and girls which was released on May 5, 2018. OHA launched *Haumea: Transforming the Health of Native Hawaiian Women and Empowering Wāhine Well-Being*, a report on the well-being of Hawaiian wāhine which can be viewed online: www.oha.org/wahinehealth.

The Native Hawaiian ‘ohana report will start with the values, strength, and legacy of the Pele genealogy as a principle familial deity within the kānaka ‘ōiwi belief system. Like the other publications, this new report will be made available for free on the web and hard copy. It is expected to be released in December 2019 when it will be presented widely and used broadly in the fields of education, health, business, human services, labor, and social justice. It will align to significant OHA events throughout 2020 and be used extensively by OHA for the new strategic plan.

The OHA is issuing this RFP to procure original artwork specifically designed for this project, and also to procure layout, design and printing services for the report and supplemental materials.

B. Funding source and period of availability

Funds are subject to the biennial budget as approved by the OHA Board of Trustees and/or allocation by the Governor and State Legislature. Funding and period of availability may change upon written notice by the OHA.

It is understood that the Contract will not be binding, unless the OHA can document that there is an available and unexpended appropriation or balance of an appropriation

over and above all outstanding contracts sufficient to cover the amount required by the Contract. Any Contract entered into as a result of this RFP is binding only to the extent that funds are certified as available and allocated and received by the OHA. The availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues.

It has been determined that there are sufficient funds to pay for the initial term of the Contract and the funds necessary for the remaining terms of the Contract are likely to be available from the OHA. Pursuant to Chapter 103D-315, HRS, as amended, the OHA reserves the right to cancel the Contract when future funds are not available to support continuation of performance in subsequent Contract periods. Nothing in this RFP shall be interpreted to mean that the OHA shall be liable to pay for services provided.

II. General Requirements

A. Qualifying Requirements

1. The Successful Offeror will comply with section HRS §103D-601, as amended, entitled Cost Principles Rules Required.
2. The Successful Offeror must have no outstanding balances owing to the OHA. Exception may be granted by the CEO of the OHA for debts recently acquired and for debts for which a repayment plan has been approved by the CEO of the OHA.
3. Interested offerors are advised that if awarded a Contract, the Successful Offeror must furnish proof of compliance with the requirements of Section §3-122-112, HAR:
 - a. Chapter 237, General Excise Tax Law;
 - b. Chapter 383, Hawai‘i Employment Security Law;
 - c. Chapter 386, Workers’ Compensation Law;
 - d. Chapter 392, Temporary Disability Insurance;
 - e. Chapter 393, Prepaid Health Care Act; and
 - f. Certificate of Good Standing (hereinafter “COGS”) for entities doing business in the State.
4. Be registered and incorporated or organized under the laws of the State of Hawai‘i (hereinafter “Hawai‘i business”).

The Successful Offeror(s) will be one (1) of the following:

- a. Hawai‘i business: A business entity referred to as a “Hawai‘i business” is registered and incorporated or organized under the laws of the State of Hawai‘i.

As evidence of compliance, the Offeror will submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (hereinafter “DCCA”). A Hawai‘i business doing business as a sole proprietorship is not required to register with the DCCA, and therefore not required to submit the certificate. A Successful Offeror’s status as sole proprietor or other business entity and its business street address will be used to confirm that the Successful Offeror is a Hawai‘i business.

- b. Be registered to do business in the State of Hawai‘i (hereinafter “compliant non-Hawai‘i business”).

Compliant non-Hawai‘i business: A business entity referred to as a “compliant non-Hawai‘i business,” is not incorporated or organized under the laws of the State of Hawai‘i, but is registered to do business in the State. As evidence of compliance, the Offeror will submit a CERTIFICATE OF GOOD STANDING.

5. Business Office

The Successful Offeror will have, at a minimum, a telephone number and electronic mail address from which it conducts business and be accessible by telephone from 8:00 a.m. to 5:00 p.m. HST, for meetings, teleconferences, video conferences, concerns or requests that need immediate attention. An answering service is not acceptable. An office location, telephone number and electronic mail address will be identified in the interested offeror’s proposal. The lead contact shall be accessible to the OHA in person for regular meetings and updates.

6. Certificate of Eligibility

The Successful Offeror will demonstrate compliance with the following:

- a. Tax Clearance Form A-6
- b. Department of Labor and Industrial Relation, Applications for Certificate of Compliance Form LIR#27; and
- c. Certificate of Good Standing issued by the DCCA and the Hawai‘i Compliance Express (hereinafter ‘HCE’), which allows businesses to register online through a simple wizard interface at:

<https://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE provides the applicant with a “Certificate of Vendor Compliance” with current compliance status as of the issuance date, accepted for both

contracting purposes and final payment. Business that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawai'i Information Consortium, LLC (hereinafter "HIC").

7. Indemnification

The Successful Offeror will defend, indemnify, and hold harmless the State of Hawai'i, the OHA, its elected and appointed officials, officers, agents and employees, from and against all liability, loss, damage, cost, and expense, including attorneys' fees, and all claims, suits, and demands arising out of or resulting from the acts or omission of the Successful Offeror or the Successful Offeror's officers, employees, agents or subInterested offerors.

8. Insurance Requirements

Within fifteen (15) days prior to the Contract start date, the Successful Offeror will furnish to the Contracting Office a valid certificate(s) of insurance as evidence of the existence of the following insurance coverage in the amount not less than the amounts specified. The insurance must be maintained in full force and effect throughout the entire performance period. Failure to maintain the required insurance is considered a material default of the Contract.

a. Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities, or contractual liability by the Successful Offeror, its employees, and sub Interested offerors during the term of the Contract.

This insurance will include the following coverage and limits specified or required by any applicable law:

- i. Bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence;
- ii. Personal and advertising injury of \$1,000,000 per occurrence; and
- iii. With an aggregated limit of \$2,000,000.

The commercial general liability policy will be written on an occurrence basis and the policy will provide legal defense costs and expenses in addition to the limits of liability stated above. The Successful Offeror will be responsible for payment of any deductible applicable to this policy.

b. Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

c. Workmen's Compensation Coverage

The policy will include coverage required by the 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.

Insurance to include Employer's Liability. Both such coverages will apply to all employees of the Successful Offeror and to all employees of sub-Interested offerors in case any sub-Interested offeror fails to provide adequate similar protection for all its employees. Worker’s Compensation must be issued by an admitted carrier authorized to do business in the State of Hawai‘i.

d. Professional Liability Insurance

Professional liability insurance policy will be maintained with a limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate which will provide for losses as a result of the Successful Offeror’s negligent acts, errors or omissions.

e. The Certificate of Insurance for the required insurance coverages is required prior to commencement of services. The insurance policy required by this Contract will contain the following clauses:

- i. “The State of Hawai‘i, the Office of Hawaiian Affairs, its elected and appointed officials, officers, agents, and employees will be named as additional insured, except for Professional Responsibility Insurance and Workers Compensation Insurance as respects to operations performed for the State of Hawai‘i and OHA under this Contract.
- ii. “It is agreed that any insurance maintained by OHA will apply in excess of, and not contribute with, insurance provided by this policy.”

To satisfy the minimum coverage limits required by the 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.

The minimum insurance required shall be in full compliance with the Hawai'i Insurance Code throughout the entire term of the Contract, including all Supplemental Contracts.

Upon execution of the Contract, the Successful Offeror agrees to deposit with the OHA, a valid certificate(s) of insurance necessary to satisfy the OHA that the insurance provision of this Contract have been complied with and to keep such insurance in effect and the certificate(s) on deposit with the OHA during the entire term of this Contract. Upon request of the OHA, the Successful Offeror will be responsible for furnishing a copy of the policy or policies.

Failure of the Successful Offeror to provide and keep in full force and effect such insurance will constitute a material default under the Contract, entitling the OHA to exercise any or all remedies provided in the Contract for default of the Successful Offeror.

The procuring of any required policy or policies of insurance will not be construed to limit the Successful Offeror's liability hereunder or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Successful Offeror will be obligated for the full and total amount of any damage, injury, or loss caused by the Successful Offeror's negligence or neglect in the provision of services under the Contract.

The OHA is a self-insured State agency. The Successful Offeror's insurance will be primary. Any insurance maintained by the State of Hawai'i and the OHA will apply in excess of, and will not contribute with insurance provided by the Successful Offeror.

The Successful Offeror will provide written notice to the OHA of any cancellation or change in provision thirty (30) calendar days prior to the effective date of any such cancellation or change.

f. Other Additional Insurance

The Successful Offeror may, at its own expense, obtain additional insurance coverage for further protection subject to the OHA's approval. Request for approval will include a description of the additional insurance coverage, premium and justification.

9. Minority/Women Business Participation (hereinafter "MBE/WBE")

Whenever possible, the interested offeror awarded the contract agrees to subcontract with minority owned business enterprises and/or women owned business enterprises certified as such as recognized.

10. Using Best Effort to Fulfill Minority/Women Business Participation

In the event that the OHA has reasonable belief that the interested offeror will not use its best efforts to meet the MBE/WBE participation goal, the OHA reserves the right to cancel the Contract in whole or in part. Best efforts may be established by demonstrating that the interested offeror already is or is working towards being certified as an MBE/WBE or has contracted or solicited bid/quotes from subInterested offerors that are certified as MBE/WBE through the Small Business Administration.

B. Type of Contract

1. The Successful Offeror will be required to execute a Contract for Goods and Services Based on Competitive Sealed Proposals. See Attachment 6.

The Contract will be on a reimbursement basis. All cost incurred must be supported by verifiable evidence that payment was made (e.g. invoices and/or receipts). No profit or administrative mark-up will be allowed on project reimbursable expenses, including, without limitation, postage, supplies, and travel.

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the Successful Offeror will execute and deliver to the OHA a Contract in such number of copies as required by the OHA.

The Successful Offeror will be required to enter into a formal written Contract with the OHA in accordance with the laws, rules and regulations of the State of Hawai'i. The stated requirement appearing elsewhere in this RFP will be incorporated and will become part of the terms and conditions of the Contract.

By submission of a proposal, the interested offeror warrants and represents that they have read and are familiar with the contractual and service requirements set forth in the RFP and its attachments, the provisions of which are expressly incorporated into this RFP by reference.

All proposals will become the property of the OHA. The Successful Offeror's proposal will be incorporated in the resulting Contract by reference.

2. Subcontracting

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

3. Contract Modification

The Contract may be modified only by a written supplemental contract signed by the OHA and the authorized signatory designated to sign contracts on behalf of the Successful Offeror as designated in a corporate resolution, if applicable.

4. Additional Services and Fees

The Successful Offeror and the OHA will negotiate for additional needed services and fees for work not described in the Contract by which may arise during the course of the Contract. Any agreement will be in writing, executed by all parties, and will be attached to the Contract as amendment to expire at the same time as the original Contract or subsequent period.

5. Laws, Rules, Ordinances and Regulations

Reference to Federal, State, City and County laws, ordinances, rules and regulations and standard specifications will include any amendment thereto effective as of the date of the RFP.

6. Bonds

No performance or payment bond is required.

C. Multiple or Alternate Proposals (Refer to HAR §3-122-4)

Allowed Not allowed

D. Single or Multiple Contract to be Awarded (Refer to HRS §103D-322)

Single Multiple Single & Multiple

E. Single or Multi-Term Contract to be Awarded (Refer to HRS §103D-315)

Single term (2 years or less) Multi-term (more than 2 years)

Initial term of contract: Thirty-six (36) months

Length of each extension: Up to twelve months; may be less than 12 months when it is in the best interests of the OHA

Maximum Length of Contact: Thirty-six (36) months

The following is the estimated project timeline which is subject to change at the OHA’s discretion:

Project Phase	Proposed Activity	Estimated Timeline
Phase 0	Planning & Organizing the Work	July–August 2019
Phase I	Constructing the Artwork & Glyph Art	August–October 2019
Phase II	Preparing the Report	November 2019–April 2020
Phase III	Preparing the Supplemental Materials	December 2019–April 2020
Phase IV	Preparing the Executive Summary	January 2020–April 2020
Phase V	Creating the Graphics	March 2020–April 2020
Phase VI	Printing	May 2020
Phase VII	Launch the Report	June 2020
Phase VIII	Close Out	June 2022

F. Condition for Contract Extensions

The initial period will commence on the Contract start date. The following Conditions must be met for an extension:

1. The Contract experienced cost saving and has unexpended fund available that can be used to provide additional goods and services; or
2. The OHA determines there is an ongoing need for the services and has funds to extend services not to exceed twelve (12) months. Contract extensions will be awarded as agreed upon in the Primary Contract. Exceptions will be granted upon satisfactory justification such as increase in cost of goods or services; and
3. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
4. The Successful Offeror must obtain the OHA’s approval in writing.

The option to extend the Contract will be at the sole discretion of the OHA. The Contract will be extended at the same rates as proposed in the original proposal unless price adjustments are provided. Submission of a proposal constitutes acknowledgement of the interested offeror that the interested offeror is able and willing to contract for services for the duration of the Contract period. If the Successful Offeror is unwilling or unable to fulfill the scope of services described in the Contract, the OHA reserves the right to assign the costs of reprourement to any payment owed under the Contract. These costs may include without limitations reproduction costs, staff time, and postage.

The Successful Offeror will provide the requested insurance information and a completed wage certificate. The Successful Offeror will pay the State of Hawai‘i general excise tax and all other applicable taxes.

G. Contract price adjustments (other than wage rate increases)

Each proposal offered will be firm for a thirty-six (36) month period upon issuance of the Notice to Proceed.

Contract price adjustment will be limited to liability and/or automobile insurance. The follow conditions must be met for the OHA to consider a price adjustment:

1. The Interested offeror provides adequate documentation of price increase, such as an insurance policy statement;
2. The increase will not exceed five percent (5%) from the original price for each budget line item; and
3. The request for increase must be reasonable and there must be a sufficient amount of funds available to support the increase.

III. Contract Monitoring and Remedies

A. Monitoring

1. The satisfactory provision of goods and services will be monitored by the OHA's Contract Administrator. Performance will be monitored on an ongoing basis by the OHA through desk monitoring, site inspection and/or other methods by the OHA's Contract Administrator and his/her designated representative(s).
2. Should the Successful Offeror fail to comply with the requirements of the Contract, the OHA may request a written corrective action plan, a timeline for implementation, and the responsible parties. The OHA will monitor the Successful Offeror for implementation of the corrective action plan. The OHA reserves the right to request regular or additional report(s) on progress towards compliance with the Contract and the corrective action plan.
3. Should the Successful Offeror continue to fail to comply with the requirements of the Contract, the OHA reserves the right to engage the services of another to perform the services to remedy the defect or failure and to deduct such costs from monies due to the Successful Offeror or to directly assess the Successful Offeror.
4. In the event the Successful Offeror fails, refuses, or neglects to perform the services in accordance with the requirements of this RFP and the Contract, the OHA reserves the right to purchase in the open market, corresponding services, and to deduct this cost from the monies due or that may thereafter become due to the Successful Offeror. If monies due to the Successful Offeror is insufficient for this purpose, the Successful Offeror shall pay the difference upon demand by the OHA. The OHA may also utilize all other remedies provided under the Contract and/or as permitted by law.

5. In the event the Successful Offeror is not performing the required services as contracted, the OHA reserves the right to extend the Contract for intervals of less than twelve (12) months. During this time, the OHA will monitor the Successful Offeror's performance and/or improvement and the implementation of its corrective action plan to determine whether the OHA will continue to contract with the Successful Offeror.

B. Damages

The Successful Offeror will repair all damages caused by the Successful Offeror's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, and buildings. If such repairs are not completed within a reasonable time, the OHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repair costs from monies due or may thereafter become due to the Successful Offeror. In the event monies due to the Successful Offeror is insufficient for this purpose, the Successful Offeror will pay the difference upon demand by the OHA.

C. Termination

The OHA reserves the right to terminate the Contract without penalty for cause or convenience as provided in the General Conditions. See Attachment 11 – General Conditions.

IV. SCOPE OF WORK

All services and to whom services are to be provided will be in accordance with this RFP, including any attachments and addenda.

A. Scope of Work

1. Original Cover Artwork and Internal Glyph Art

- a. The Successful Offeror shall collaborate with the OHA and a local artist to develop an original piece of artwork commissioned by the OHA and related internal glyph art.
 - i. The cover artwork shall be in full color for the 'Ohana Report publication with the theme of the Pele genealogy utilizing oil/acrylic based products.
 - ii. The artwork shall be culturally informed and accurate through research and traditional knowledge such as, but not limited to, chants, songs, hula, stories, proverbs, and legends.
 - iii. The glyph art for the 'Ohana Report publication shall be in full color with the themes of Pele and her 'ohana.
 - iv. The glyph shall be culturally informed and accurate through research and

traditional knowledge such as, but not limited to, chants, songs, hula, stories, proverbs, and legends.

- v. Draft versions of the cover art and internal glyph art shall be provided to the Contract Administrator by a date mutually agreed upon in the final contract execution. The OHA shall approve of the final versions to be used in the ‘Ohana Report publication.
 - vi. Final digital files of the cover art and internal glyph art, in PDF and JPG format shall be provided to the Contract Administrator.
 - vii. The Successful Offeror shall ensure that all artwork selected for the cover and glyph art of the ‘Ohana Report publication shall not be used by the Artist in non-OHA publications and/or promotions, except for individual prints or reprints, for up to a period of sixty (60) months following the delivery of the OHA report to the OHA in ready format for public dissemination.
- b. The Successful Offeror shall work with the Artist for the Artist to grant the OHA and or its designee(s) an irrevocable, royalty-free license to use the original commissioned cover artwork and internal glyph artwork for unrestricted non-commercial purposes, to include but may not be limited to, using both the printed and digital versions of the commissioned artwork in the OHA ‘Ohana Report publication, as well as unrestricted use of two-dimensional reproductions of the commissioned artwork.
- i. The original commissioned artwork shall be the property of the OHA. Title to the commissioned artwork shall pass to the OHA upon physical delivery of the artwork to the OHA.
 - ii. The Artist shall retain all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the artwork for the duration of the copyright.
 - iii. The Artist shall not make any exact duplicate reproductions of the final artwork, nor shall the Artist grant permission to others to do so except with the written permission of the OHA.
 - iv. The Artist shall grant to the OHA and its assigns an irrevocable royalty-free license to make two-dimensional reproductions of the artwork for unrestricted non-commercial purposes, including, but not limited to reproductions used in brochures, websites, media publicity, or other similar publications, provided that these rights are exercised in a tasteful and professional manner and does not alter the appearance or integrity of the original artwork.
 - v. The irrevocable royalty-free license shall exist from the date of the licensing agreement entered into by OHA and the Artist and extend up to a period of SIXTY (60) months following the delivery of the OHA ‘Ohana Report publication to the OHA in ready format for public dissemination.
 - vi. If the OHA wishes to make reproductions of the artwork for commercial purposes, to include but may not be limited to, tee shirts, post cards and

posters, the OHA and the Artist shall execute a separate agreement to address the terms of that license granted by the Artist and the royalty the Artist shall receive.

- vii. The OHA shall not be responsible for any third party infringement of the Artist's copyright and shall not be responsible for protecting the intellectual property rights of the Artist.
 - viii. The Successful Offeror shall negotiate directly with the Artist an amount the Artist will accept as compensation for all work performed for the commissioned artwork and for the irrevocable royalty-free license granted to the OHA.
 - ix. The Successful Offeror shall be responsible for paying the agreed upon compensation amount to the Artist as that was a cost contemplated and specifically included by the interested offeror in the proposal submitted in response to this RFP.
 - x. Any remedy for failure of payment of the compensation amount shall be solely against the Successful Offeror, and not the OHA.
 - xi. The Successful Offeror shall be responsible for obtaining all legal documents from the Artist, as required by the OHA. See Attachment 13 - Artist Licensing Agreement.
- c. The Successful Offeror shall work with the Artist and provide to the OHA the Artist's name, title and language that shall be used to credit the Artist in the OHA 'Ohana Report publication.
 - d. The Successful Offeror shall provide art direction, project management and logistics coordination for the Artist and the OHA.
2. Layout, Design, and Printing of the 'Ohana Report Publication
- a. The Successful Offeror shall layout, design, and print the 'Ohana Report publication.
 - b. The 'Ohana Report publication shall be approximately 160 pages, printed in color and shall include, but may not be limited to, approximately 120 images, figures, charts and graphs.
 - c. The OHA shall provide the interested offeror with the file of the final edited manuscript of the 'Ohana Report publication.
 - d. The Successful Offeror shall integrate final approved artwork into the publication.
 - e. Upon receipt of the final files from the OHA, the Successful Offeror shall layout the text, tables, and artwork for print and shall present the layouts to the OHA for review and approval.

- f. The Successful Offeror shall design the layout of the images, charts, figures, graphs, text, and artwork for print in collaboration with the OHA.
 - g. The Successful Offeror shall allow for two (2) rounds of revisions for the ‘Ohana Report publication.
 - h. The Successful Offeror shall provide to the OHA a high resolution digital file in PDF format and print-ready format for use on the OHA’s website.
 - i. The Successful Offeror shall print the final ‘Ohana Report publication as approved by the OHA. The ‘Ohana Report publication shall be designed to be printed as follows:
 - i. Cover: Eighty pound (80#) Pacesetter Silk Cover or similar;
 - ii. Text: Eighty pound (80#) Pacesetter Silk Book or similar;
 - iii. Double-sided print with Four Color process inks to include bleeds;
 - iv. Dimensions: 17” x 11” Flat; 8.5” x 11” Folded; and
 - v. Stitching recommendations to be provided by the interested offeror based on the final count of pages in the ‘Ohana Report publication.
 - j. The Successful Offeror shall layout, design and print a total of 3,000 copies of the ‘Ohana Report publication. The interested offeror’s bid should include printing increments of 1,000 for an option to re-print within twenty-four (24) months from the date of first printing.
 - k. The interested offeror shall ensure the completion and delivery of all the printed ‘Ohana Report Materials to the OHA by 2:00 p.m. HST on Friday, May 29, 2020.
3. Layout, Design and Printing of the ‘Ohana Report Executive Summary
- a. The Executive Summary shall be up to eight (8) pages, printed in color, and shall include, but may not be limited to, approximately eight (8) charts and graphs.
 - b. The OHA shall provide the interested offeror with the file of the final edited manuscript of the Executive Summary.
 - c. The Successful Offeror shall integrate the final approved cover artwork and internal glyph artwork into the publication.
 - d. The Successful Offeror shall design the layout of the charts, graphs, text, and artwork for print in collaboration with the OHA.

- e. The Successful Offeror shall allow for two (2) rounds of revisions for the ‘Ohana Report Executive Summary.
 - f. The Successful Offeror shall provide to the OHA a high resolution digital file in PDF format and print-ready format for use on the OHA’s website.
 - g. The Executive Summary shall be designed to be printed as follows:
 - i. Eighty pound (80#) Pacesetter Silk Book or similar;
 - ii. Double-sided print with Four Color process inks to include bleeds;
 - iii. Dimensions: 17” x 11” Flat; 8.5” x 11” Folded.
 - h. The Successful Offeror shall layout, design and print a total of 5,000 copies of the Executive Summary. The interested offeror’s bid should include printing increments of 1,000 for an option to re-print within twenty-four (24) months from the date of first printing.
 - i. The interested offeror shall ensure the completion and delivery of all the printed ‘Ohana Report Materials to the OHA by 2:00 p.m. HST on Friday, May 29, 2020.
4. Layout, Design, and Printing of ‘Ohana Report Supplementary Materials
- a. The Successful Offeror shall layout and design up to sixteen (16) ‘Ohana Profiles.
 - i. Each ‘Ohana Profile shall be approximately two (2) pages, printed in color and shall include, but may not be limited to, approximately four (4) charts, graphs, and photos.
 - ii. Each of the sixteen (16) should look and feel similar but they shall be separate files for completion and printing.
 - iii. The OHA shall provide the Successful Offeror with the file of the final edited samples of up to sixteen (16) ‘Ohana Profiles.
 - b. Upon receipt of the final files from the OHA, the Successful Offeror shall layout the text, tables, and artwork for print and shall present the layouts to the OHA for review and approval.
 - c. The Successful Offeror shall allow for two (2) rounds of revisions for the ‘Ohana Profiles.
 - d. The Successful Offeror shall provide to the OHA a high resolution digital file in PDF format and print-ready format for use on the OHA’s website.
 - e. The ‘Ohana Profiles shall be designed to be printed as follows:
 - i. Eighty pound (80#) Pacesetter Silk Book or similar;
 - ii. Double-sided print with Four Color process inks to include bleeds;

- iii. Dimensions: 17” x 11” Flat; 8.5” x 11” Folded.
 - f. The Successful Offeror shall layout, design and print a total of 5,000 sets of up to sixteen (16) ‘Ohana Profiles. The interested offeror’s bid should include printing increments of 1,000 for an option to re-print within twenty-four (24) months from the date of first printing.
 - g. The interested offeror shall ensure the completion and delivery of all the printed ‘Ohana Report Materials to the OHA by 2:00 p.m. HST on Friday, May 29, 2020.
5. Layout and Design of Executive Summary and ‘Ohana Profiles Digital Booklet
- a. The Successful Offeror shall design the final Executive Summary and up to sixteen (16) ‘Ohana Profiles in one digital booklet as approved by the OHA, known together as the Executive Summary and ‘Ohana Profiles.
 - b. The file should be the same as the layout and design, but modified for booklet print.
 - c. The Successful Offeror shall allow for two (2) rounds of revisions for the Executive Summary and ‘Ohana Profiles.
 - d. The Successful Offeror shall provide to the OHA a high resolution digital file in print ready format and PDF format for use on the OHA’s website.
 - e. The Successful Offeror shall ensure the delivery of the Digital Booklet to the OHA by 2:00 p.m. HST on Friday, April 24, 2020.
6. Layout and Design of ‘Ohana Digital Graphic files
- a. The ‘Ohana Digital Media files shall be formatted as image files that supports both animated and static images, created in digital color and shall include, but may not be limited to, approximately one (1) charts or graphs and photos.
 - b. Each of the thirty-eight (38) graphic files should look and feel similar but they will be separate files for completion and digital use.
 - c. The OHA shall provide the Successful Offeror with the file of the final edited samples of up to thirty-eight (38) ‘Ohana Digital Graphic files.
 - d. The OHA shall provide the Successful Offeror with the digital files of the information that shall be integrated into the ‘Ohana Digital Graphic files.

- e. The Successful Offeror shall allow for two (2) rounds of revisions for the ‘Ohana Digital Graphic files.
- f. The Successful Offeror shall provide to the OHA high resolution digital files in GIF and MP4 format for use on the OHA’s website and social media platforms.
- g. The Successful Offeror shall ensure the delivery of all ‘Ohana Digital Graphic files to the OHA by 2:00 p.m. HST on Friday, April 24, 2020.

B. Qualifications & Requirements

1. Specific Qualifications and Requirements

- a. Art: Requirements for qualifications include expertise in Hawaiian art forms, to include proficiency drawing inspiration from Hawaiian culture, language, stories, people and places. Artist should have demonstrated history working directly within Native Hawaiian communities and organizations with various forms of traditional Hawaiian spirituality and sacredness. Their artistic portfolio and process should promote a high degree of positive ‘ohana values through their medium of expression.
- b. Design: Requirements for qualifications include expertise in Hawaiian design forms, to include proficiency drawing inspiration from Hawaiian artwork, visuals, geometry, and language. Designer should have demonstrated history working directly within Native Hawaiian communities and organizations on products and reports. Their design portfolio and process should promote a high degree of positive ‘ohana values through their medium of expression. Designer should be proficient working with material and information using data, statistics, census, figures and characters.
- c. Graphics: Requirements for qualifications include expertise in Hawaiian graphical forms, to include proficiency drawing inspiration from Hawaiian artwork, visuals, and geometry. Graphic artist should be comfortable working with material and information using Hawaiian culture, language, stories, people and places. Designer should have demonstrated history working directly within Native Hawaiian communities and organizations on products and graphics. Graphic artist should be proficient working with material and information using data, statistics, census, figures and characters.

2. Administrative Requirements

- a. The Successful Offeror shall designate a contact person who will be responsible for project oversight and ensure Contract performance. The contact person will be able to respond to the OHA’s inquiries, complaints/problems within one (1) working day.

- b. The OHA’s Contract Administrator may send a monitoring report to the Successful Offeror’s contact person. The monitoring report will document any discrepancies or Contract violation(s) for correction within the designated time period provided.
- c. The Successful Offeror will ensure adequate and appropriate representation at regular meetings with the OHA and/or the OHA Board of Trustees. At this time, OHA anticipates monthly in-person meetings with the Successful Offeror’s contact person who will be responsible for oversight of Contract performance. Additional meetings may be required by the OHA.

C. Personnel

1. All personnel will be considered employees or agents of the Successful Offeror.
2. The Successful Offeror will ensure that all personnel meet the minimum qualifications, including State licensing laws and experience requirements. The current wage rates and position class specification for personnel are available at the following addresses:

<https://dhrd.hawaii.gov/wp-content/uploads/2018/10/Compensation-Plan-October-2018.pdf>

<https://dhrd.hawaii.gov/state-employees/classification-and-compensation/>

3. All staff training such as training required to ensure that the minimum services are provided in compliance with State/Federal laws, rules, and regulations, will be the responsibility of the Successful Offeror.
4. The Successful Offeror will be solely responsible for the behavior and conduct of its employees or agents while on the OHA property. Supervision will be the responsibility of the Successful Offeror.
5. The Successful Offeror will ensure the confidentiality of all information, documents, or materials viewed or discussed. The Successful Offeror’s personnel will not disclose confidential information to the general public without the expressed written consent of the OHA by either policy, rules or letter. The Successful Offeror’s personnel shall complete and sign an OHA non-disclosure agreement prior to execution of the Contract.
6. During the performance of this Contract, the Successful Offeror agrees not to discriminate against any employee or applicant for employment. The Successful Offeror will take affirmative action to ensure equal treatment of its employees. Such actions will include, without limitation, 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 Offeror will insert provisions similar to the foregoing in all subcontracts.

7. The Successful Offeror agrees to remove any of its employees from services to the OHA upon written request by the OHA's Contract Administrator. At the request of the OHA, the Successful Offeror will remove forthwith and will 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, disorderly, abusive, or unable to demonstrate tact and diplomacy in dealing with the public.

D. Reporting Requirements

The Successful Offeror will be responsible for the timely submission of reports as requested by the OHA, including without limitation, the following:

1. Monthly status reports presented in-person for the OHA review; and/or
2. Progress reports on the implementation of corrective action plans; and
3. Special requests in response to inquiries from the OHA Board of Trustees, and/or other government agencies.

E. Payment

1. The OHA will have thirty (30) calendar days after receipt of invoice and satisfactory delivery of goods or performance of the services to make payment. For this reason, the OHA will reject any proposal submitted with a condition requiring payment within a shorter period.
2. The OHA will reimburse the Successful Offeror for all salaries, wages, related taxes, other related administrative expenses and reimbursable expenses as agreed to in the Contract.
3. The Success Offeror will submit invoices for payment listing dates of services performed with an itemized breakdown of expenses and costs. Invoices for reimbursable expenses must include original invoice(s) for said expenses.
4. The Successful Offeror will clearly indicate any adjustment made to the billing statement for work not performed.
5. All invoices will reference the Contract number assigned to the Contract. Payment will be made upon certification by the OHA's Contract Administrator that the Successful Offeror has satisfactorily provided the goods and services specified in

the Contract.

6. The Successful Offeror will submit original invoices for services performed to:

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

7. Upon receipt of the invoice, the OHA will date stamp the invoice, and use this receipt date to calculate the 30-day payment period. For the purposes herein, the Successful Offeror's invoice date will not be considered.
8. For final payment, the Successful Offeror must submit a valid original tax clearance certificate entitled "Certification of Compliance for Final Payment" (SPO Form - 22). The Successful Offeror is required to submit a tax clearance certificate for final payment on the Contract. A valid Hawai'i Compliance Express Certificate of Vendor Compliance in lieu of the tax clearance is acceptable.

(END OF SECTION)

Section 3 – Proposal Format and Instructions

I. General Instructions for Completing Forms

When an interested offeror submits a proposal, it will be considered a complete plan for accomplishing the tasks identified in this RFP. The interested offeror's proposal must demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this RFP.

The submission of a proposal will constitute the Offeror's indisputable representation of compliance with every requirement of the RFP and that the RFP documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work to the Offeror.

An interested offeror will submit one (1) original proposal, marked "ORIGINAL", four (4) copies of the original marked "COPY", and one (1) CD and/or flash drive containing the submitted proposal in a portable document form ("pdf"). It is imperative that an Offeror submit only one (1) original with the required number of copies. The outer envelope or packaging of the proposals will be sealed and clearly marked with the RFP number and title, the Offeror's name, address, email address and telephone number.

Any and all corrections to a proposal will be initialed in ink by the person signing the proposal for the Offeror. Any illegible or otherwise unrecognizable corrections or initials may cause the rejection of the proposal.

Before submitting a proposal, each interested offeror must:

1. Thoroughly examine the solicitation documents. Solicitation documents include this RFP, any attachments, plans referred to therein, and any other relevant documentation.
2. Be familiar with Federal, State, and County laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work.

Proposals will be submitted to the OHA in the prescribed format outlined in this RFP. A written response is required for each item unless indicated otherwise.

Interested offerors may include supplemental literatures, brochures or other information, which may demonstrate related experience in the proposal package. Supplemental literatures or other information may not exceed five (5) double-sided pages (8-1/2" x 11").

II. Proposal Forms

A. The proposal forms will be completed and submitted to the OHA by the required due

date and time and in the form prescribed by the OHA. Electronic mail and facsimile transmissions will not be accepted.

- B. Interested offerors will submit their proposals under the Offeror's exact legal name that is registered with the State of Hawai'i Department of Commerce and Consumer Affairs and will indicate that this is its exact legal name. Failure to do so may delay proper execution of the Contract.
- C. Interested offeror's authorized signature will be an original signature in ink. If the proposal is unsigned or the affixed signature is a facsimile or a photocopy, the proposal will be automatically rejected. If the proposal is not signed by an authorized signatory as shown on the corporate resolution, the proposal will be automatically rejected.
- D. A proposal security deposit is not required for this RFP.
- E. Proposal will be typed on plain, white, letter-size paper with one-inch margins on all sides in twelve (12) point font and printed on one (1) side only.
- F. Proposals will be submitted on white 8 ½" x 11" paper and will be bound by a spiral binding. Do not submit proposals in a three (3)-ring binder. Submission of a proposal in this manner is disfavored by the OHA.
- G. Tabbing of sections is required.
- H. Documents that require submission on 11" x 17" paper to be legible is allowable.
- I. The numerical outline for the application, the titles/subtitles, and the Offeror name and RFP identification information on the top right hand corner of each page should be included.
- J. Consecutive page numbering of the proposal application should begin with page one (1) and end with the last numbered page of the complete proposal.
- K. Other supporting documents may be submitted in an Appendix, including visual aids, to further explain specific points in the proposal; if used, they should be referenced.

III. Proposal Application

A. Cover Letter

A Cover Letter will be included in the proposal. See Attachment 5. The Cover Letter shall include the following requirements:

1. Be printed on official business letterhead;

2. Original signature by an authorized signatory;
3. The following statement:

“The undersigned has carefully read and understands the terms and conditions specified in the RFP [RFP No.], and in the General Conditions, and hereby submits the following Proposal to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this competitive sealed Proposal, 1) he/she is declaring his/her Proposal is not in violation of Chapter 84, Hawai‘i Revised Statutes, concerning prohibited State Contracts, 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion, and 3) he/she hereby authorizes the Office of Hawaiian Affairs to verify information provided in this Proposal”;

4. The exact legal name and address of the Offeror;
5. Contact person’s name, telephone number and e-mail address;
6. A statement indicating that the interested offeror is a corporation or other legal entity and the taxpayer identification number of the legal entity; and
7. A statement that the interested offeror is or will be registered to do business in Hawai‘i and has or will obtain a State General Excise Tax license before the start of the work.

B. Acknowledgement of Addendum

By completing the Acknowledgement of Addenda form, the interested offeror will acknowledge and identify that all addenda to this RFP issued by the OHA have been received by the interested offeror. See Attachment 2. If no addendum has been received, the interested offeror will check the appropriate box on the form.

C. Experience and Capability

The OHA is requiring that the Successful Offeror have a minimum of seven (7) years of experience in layout, design and printing services on projects of similar size and nature.

1. Necessary Skills and Experience

The interested offeror will demonstrate that it has the necessary skills, abilities, knowledge, and experience relating to the delivery of the proposed services. The interested offeror will also provide a listing of verifiable experiences with projects or contracts related to the services that were provided to a government agency or

private entity within the last five (5) years. Identify the name of the client, the nature and duration of the engagement, and primary accomplishments.

Provide a list of companies or governmental organizations to which your proposed team is/are currently providing services. If this does not include at least five (5) entities, then provide the names of the entities for which similar services have been provided. For each entity include:

- a. Term of your contract (beginning and ending dates);
- b. Monthly revenues resulting from the work; [for management contracts only – delete if not needed]
- c. Brief description of the scope of work; and
- d. Name, address, and telephone number of the individual that administered your contract(s).

2. Professional References

The interested offeror will provide a list of professional references for the last five (5) years, including contact (e.g., e-mail, phone contact, mailing address) information for similar type work (e.g., strategic planning, facilitation, working with and in island communities), description of the engagement and major deliverables, role of the Interested offeror and number of hours of engagement.

3. Quality Assurance, Evaluation and Resolution

The interested offeror will describe its quality assurance and evaluation plans for the proposed services, including methodology. Evaluation plans must include client surveys as appropriate. The interested offeror will also describe its resolution process as it relates to the scope of and completion of the scope of work and/or if there are disagreements between OHA and the Interested offeror.

4. Coordination of Services

The interested offeror will demonstrate the capability to coordinate services with other agencies and resources in the community.

5. Past Performance

The OHA reserves the right to verify the documented experience directly with the owner/contact person as submitted in the proposal. Only information that is submitted directly to the OHA in the proposal package will be considered unless the OHA seeks additional information during the evaluation process. The OHA reserves the right to review and consider past performance the Successful Offeror may have had with the OHA.

D. Personnel – Project Organization and Staffing

1. Proposed Staffing

This section will describe the staff necessary and specific time available to ensure the performance of work in an accurate and timely manner. Staff titles, qualifications and expected responsibilities are to be included in the response. Detail the proposed team’s capacity to successfully plan, implement and develop the proposed work.

2. Staff Qualifications

This section will provide the minimum qualifications including experience of staff assigned to the program. Describe the knowledge and experience of your proposed project director and/or staff including the day-to-day management. Attach resumes and relevant professional background/experience of each key staff position.

3. Supervision and Training

The interested offeror will describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

4. Organization Chart

If applicable, this section will reflect the position of each staff and line of responsibility/supervision. Please include position title, name and full or part-time status. If applicable, a project organization chart must be included with the proposal.

E. Service Delivery

This section will include a detailed discussion of the following:

1. The interested offeror’s approach to applicable services, activities and management requirement from Section 2, Item IV. Scope of Work including, but may not be limited to phases, work plans of all service activities and tasks to be completed, and related work assignments/responsibilities.
2. How the interested offeror’s approach is the most advantageous in terms of meeting the scope of work, cost effectiveness, and reliability.

F. Financial Capacity

This section will state the interested offeror’s status of current projects and the financial capacity. Given the state of the interested offeror’s current workload and work in

progress, provide information as to the financial capacity to complete the project in a timely and orderly manner.

G. Price Proposal

This section will include a proposed cost for the Contract period. Include a description of the basis for the cost of performing the requested services, including professional fees by labor category, other direct costs chargeable to the contract and general administration, overhead/profit and reimbursable expenses.

The price proposal should be detailed as follows and shall be submitted with the final proposal using the Attachment 14 – Price Proposal Form:

Activity	Deliverable	Tentative Due Date	Number of Hours	Price Proposed
Collaboration with OHA and Local Artist, art direction, project management and logistics coordination	Original Artwork and digital file	10/31/2019		a.
	Glyph Art digital file	10/31/2019		b.
‘Ohana Report Publication: Layout and Design	‘Ohana Report Publication: Print Ready file and PDF file	4/24/2020		c.
‘Ohana Report Publication: Printing	3,000 prints	5/29/2020	---	d.
	Per additional 1,000 prints	if requested	---	
‘Ohana Report Executive Summary: Layout and Design	‘Ohana Report Executive Summary: Print Ready file and PDF file	4/24/2020		e.
‘Ohana Report Executive Summary: Printing	5,000 prints	5/29/2020		
	Per additional 1,000 prints	if requested	---	
‘Ohana Report Supplementary Materials (‘Ohana Profiles): Layout and Design	Up to 16 ‘Ohana Report ‘Ohana Profiles: Print Ready files and PDF files for each profile	4/24/2020	Hours per profile	*Price per profile
			x16 profiles =	x16 profiles = f.
‘Ohana Report Supplementary	5,000 printed sets of up to 16 profiles	5/29/2020		g.

Materials (‘Ohana Profiles): Printing	Per additional 1,000 sets	if requested	---	
Executive Summary and ‘Ohana Profiles Digital Booklet: Layout and Design	‘Ohana Report Executive Summary and Profiles: Digital Booklet file	4/24/2020		h.
‘Ohana Digital Graphic files: Layout and Design	Up to 38 ‘Ohana Digital Graphic files	4/24/2020	Hours per file	*Price per file
			x38 files =	x38 files = i.
Administrative Costs: overhead, meetings, status reports, travel, etc.	---	---		j.
Any other Costs (please list)				k.
Subtotal (add items a.-k.)				l.
General Excise Tax (item l. x 4.712%)				m.
GRAND TOTAL (items l.+m.)				

At this time, the OHA has not determined the final amount of ‘Ohana Profiles and ‘Ohana Digital Graphic files required. The price per profile and price per file, plus 4.712% GET, will be used to calculate the final Contract payout, if necessary. Your final price proposal (Grand Total) will be the maximum amount of the Contract.

H. Cost Reimbursement for All Costs Related to Personnel

The cost reimbursement pricing structure reflects a “not to exceed purchase arrangement” in which the OHA pays the Successful Offeror for budgeted costs that are actually incurred in delivering the services specified in the Contract, up to a state maximum obligation. Cost reimbursement will include, without limitation, personnel salaries, wages medical benefits, payroll taxes and other expenses such as liability insurance, airfare lodging, and transportation. The Successful Offeror will be required to submit invoices detailing the amount(s) to be reimbursed.

I. Commitment to Section 2 Requirement

This section will describe the interested offeror’s approach to furthering the OHA’s commitment to the Section 2. Item II.A.10. requirement, Using Best Effort to Fulfill Minority/Women Business Participation.

(END OF SECTION)

Section 4 – Proposal Evaluation & Award

I. Proposal Evaluation

An evaluation committee approved by the OHA’s CEO or designee will evaluate all responsive and responsible proposals. The evaluation of such proposals will be based solely on the evaluation criteria set out in this RFP. The evaluation committee’s primary responsibility will be to review the technical aspects of the proposal submitted. The price proposal review will be conducted by the evaluation committee chairperson. The review criteria will be as follows:

Evaluation Categories	Possible Points
<p>1. Experience and Capability A. Up to [20] points will be awarded based on the degree to which the interested offeror clearly and concisely demonstrates that it has the experience, necessary skills, abilities, knowledge of, and participated and successfully completed similar projects anywhere within the United States.</p>	[20] points
<p>B. Up to [20] points will be awarded based on demonstrated experience working with Native Hawaiian families and communities. Background in Hawaiian content, language/terminology, culture, forms, and creative products.</p>	[20] points
<p>2. Personnel: Project Organization and Staffing Up to [15] points will be awarded based on the degree to which the interested offeror clearly and concisely demonstrates that it has the qualified personnel, expertise, capacity and time to perform the requested services.</p>	[15] points
<p>3. Service Delivery Up to [20] points will be awarded based on the degree to which the interested offeror clearly and concisely demonstrates its approach to the scope of work, cost effectiveness, and reliability.</p>	[20] points
<p>4. Financial Capacity Up to [10] points will be awarded based on the degree to which the interested offeror clearly and concisely demonstrates that it has the financial capacity to complete the project in a timely and orderly manner.</p>	[10] points

Evaluation Categories	Possible Points
<p>5. Price Proposal The interested offeror proposing the lowest price will be assigned the maximum points. Each proposal that has a higher cost factor than the lowest will be assigned a lower rating.</p>	[10] points
<p>6. Commitment to Section 2 Up to [5] points will be awarded based on the degree to which the interested offeror clearly and concisely demonstrates their approach to furthering the OHA’s commitment to the Section 2. Item II.A.10. requirement, Using Best Effort to Fulfill Minority/Women Business Participation.</p>	[5] points
TOTAL POSSIBLE POINTS	100 Points

Each proposal will be classified initially as acceptable, potentially acceptable, or unacceptable. If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three (3) responsive and responsible offerors who submitted the highest-ranked proposals. If there are less than three (3) acceptable or potentially acceptable proposals, the OHA will not be required to hold discussion with these offerors who submitted unacceptable proposals.

II. Mandatory Requirements

The OHA will conduct an initial review to ensure that all proposals meet the minimum threshold requirements. Each proposal will be reviewed to ensure submittal of all required attachments, certifications, forms, and narrative sections.

Statements which indicate that mandatory certification will be submitted upon Contract award will be unacceptable.

III. Financial/Price Proposal Review

The financial/price proposal review will be evaluated for financial and contractual acceptability and reasonableness of the price proposal. The proposal with the lowest cost factor will receive the highest available rating allocated to cost. Each proposal that has a higher cost factor than the lowest will be assigned a lower rating for cost.

The points allocated higher to higher priced proposals must be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price as follows:

$$\frac{\text{Price of the lowest price proposal} \times 10}{\text{Price of the proposal being rated}}$$

In determining whether a proposal is responsive, the OHA will evaluate the costs and supporting documentation against realistic operational expenses.

The OHA will also review the most recent audited statements of the Successful Offeror.

IV. Technical Review

The Successful Offeror's proposal will be in the form prescribed by this solicitation and will contain a response to each of the areas identified that affects the evaluation factors for award.

- A. The technical proposal will be evaluated to determine if the Successful Offeror possesses the capability to successfully perform the requirements of the solicitation. The proposal criteria are shown below:
 - 1. Experience and Capability;
 - 2. Personnel and Staffing;
 - 3. Service Delivery;
 - 4. Financial Capacity; and
 - 5. Commitment to Section 2/Other Requirements
- B. Proposals will be evaluated for technical and contractual acceptability. Proposals will be prepared in accordance with the instructions given in the RFP and will meet all requirements set forth in this RFP.
- C. All proposals will be reviewed for reasonableness. All interested offerors whose offer are not within the competitive range will be notified that their proposals are unacceptable, negotiations/discussions with them are not contemplated, and any revisions of their proposals will not be considered.
- D. Award will be made to the responsible offeror whose proposal conforms to the solicitation and will be most advantageous to the OHA considering price and other factors as indicated below.

Pursuant to section 3-122-59, HAR, if for a given request for proposal there is only one (1) responsive and responsible offeror submitting an acceptable proposal, an award may be made to the single offeror, or rejected, if conditions in section 3-122-59(a)(1) are not met, and new requests for proposal may be solicited or the procurement may be cancelled.
- E. The OHA reserves the right to award a Contract on the basis of the initial offers received without discussion. Offers are solicited on an "all or none" basis.

Failure to submit offers for all items and quantities listed will be cause for rejection. Proposals should be submitted initially on the most favorable terms of a price and technical standpoint, which the Offeror can submit to the OHA.

All proposals submitted will be evaluated on the basis of the evaluation criteria listed herein. Proposals will conform to all terms and conditions contained in the Request for Proposals. Proposals which do not conform to all requirements expressed in this solicitation may be rejected without further evaluation, deliberation or discussion.

- F. Past Performance. The OHA may evaluate the quality of each Offeror's past performance. The assessment of an Offeror's past performance will be used as one means of evaluating the credibility of the Offeror's approach to work accomplishment. A record of marginal or unacceptable past performance may be an indication that the promises made by the Offeror are less than reliable. Such an indication will be reflected in the OHA's overall assessment of the Offeror's proposal. However, a record of acceptable or even excellent past performance will not result in a favorable assessment of an otherwise unacceptable technical proposal.

In investigating an Offeror's past performance, the OHA may consider information in the Offeror's proposal and information obtained from other sources, including past and present customers and their employees; other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subInterested offerors; and others. Evaluation of past performance is a subjective assessment based on a consideration of all relevant facts and circumstances. The OHA may seek to determine whether the Offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of quality goods and services at fair and reasonable prices.

The OHA's conclusions about the overall quality of the Offeror's past performance may be influential in determining the relative merits of the Offeror's proposal and in selecting the Successful Offeror whose proposal is considered most advantageous to the OHA.

Past performance includes the Offeror's record of conforming to specifications and to standards of good workmanship; the Offeror's adherence to Contract schedules, including the administrative aspects of performance, the Offeror's control of costs, including costs incurred for changes in the scope of services; the Offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and, generally, the Offeror's business-like concern for the interests of the client.

V. Discussions - Kūkākūkā

Discussions may be conducted with priority listed offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without discussions. The objective of these discussions is to:

1) promote understanding of the requirements set forth in the RFP and the interested offeror's proposal; and 2) facilitate arriving at a contract that will provide the best value to the OHA, taking into consideration the evaluation factors set forth in this RFP. Any discussion is not intended to require an award of contract by the OHA.

(END OF SECTION)

Section 5 – Attachments

- Attachment 1 - Proposal Submittal Checklist
- Attachment 2 - Acknowledgement of Addenda
- Attachment 3 - Wage Certificate Form for Service Contract
- Attachment 4 - RFP Registration Form
- Attachment 5 - Sample Cover Letter
- Attachment 6 - Sample Contract for Goods and Services Based Upon Competitive Sealed Proposals
- Attachment 7 - Sample of Contract – Attachment S1, Scope of Services
- Attachment 8 - Sample of Contract - Attachment S2, Compensation
- Attachment 9 - Sample of Contract – Attachment S3, Time of Performance
- Attachment 10 - Sample of Contract – Attachment S4, Special Conditions
- Attachment 11 - General Conditions, OHA-2018 103D General Conditions
- Attachment 12 - Holiday Schedule
- Attachment 13 - Artist Licensing Agreement
- Attachment 14 - Price Proposal Form

PROPOSAL SUBMITTAL CHECKLIST**RFP CEO 2019-30****Artwork, Layout, Design, and Printing of the ‘Ohana Report**

The following checklist is provided as a reference for proposal submittal. The offeror shall be responsible for complying with all aspects of proposal submission requirements. See the RFP for more information regarding each item. The OHA shall not be responsible for other pertinent RFP information not listed below:

- 1. Cover Letter (original signature required). See Attachment 5 – Sample Cover Letter
- 2. Proposal
- 3. Finance Related Requirements
- 4. Qualifications and Requirements pertaining to the Scope of Services, if any
- 5. Attachment 2 – Acknowledgement of Addendum
- 6. Attachment 3 – Wage Certificate
- 7. Hawaii Compliance Express Certificate of Vendor Compliance OR
 - a. Department of Labor and Industrial Relations, Certificate of Compliance with section 3-122-112, HAR, Form LIR #27; AND
 - b. Department of Consumer and Commerce Affairs Certificate of Good Standing; AND
 - c. State and Federal Tax Clearance Certificates.
- 8. Corporate Resolution indicating authorized signer for proposal and contractual documents
- 9. Submit proposal in a sealed envelope or box identified with RFP CEO 2019-30, Artwork, Layout, Design, and Printing of the ‘Ohana Report, offeror’s legal name, business address, phone number, fax number, and address it to the attention of the RFP Coordinator.

ACKNOWLEDGEMENT OF ADDENDA

RFP CEO 2019-30

Artwork, Layout, Design, and Printing of the ‘Ohana Report

The offeror has received the following Addenda, receipt of which is hereby acknowledged:

		Check box if Addendum not received
Addendum Number: _____	Date Received: _____	<input type="checkbox"/>
Addendum Number: _____	Date Received: _____	<input type="checkbox"/>
Addendum Number: _____	Date Received: _____	<input type="checkbox"/>
Addendum Number: _____	Date Received: _____	<input type="checkbox"/>
Addendum Number: _____	Date Received: _____	<input type="checkbox"/>

Offeror’s Name

Authorized Signature (Original)

Print Authorized Signature Name

WAGE CERTIFICATE

DESCRIPTION OF PROJECT

Artwork, Layout, Design, and Printing of the OHA ‘Ohana Report.

Pursuant to Section 103-55, Hawai‘i Revised Statutes (HRS), I hereby certify that if awarded the contract and it is in excess of \$25,000.00 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: _____

RFP REGISTRATION FORM

RFP CEO 2019-30	ARTWORK, LAYOUT, DESIGN, AND PRINTING OF THE ‘OHANA REPORT
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INSTRUCTIONS: If picking up your RFP packet from the OHA office, please complete this Registration Form and leave the original with the OHA’s Procurement Unit. A copy will be made for you. The copy contains important dates, times, and information. If this form was downloaded online with the RFP packet, please complete and e-mail or mail this form to the RFP Coordinator: Miki Cachola Lene, mikic@oha.org, 560 N. Nimitz Highway, Suite 200, Honolulu, Hawai‘i, 96817.

Read this packet carefully. If you have any questions, please call Miki Cachola Lene at (808) 594-1993.

Registration Forms Due	Due by Wednesday, May 8, 2019, 11:00 a.m. HST
Pre-Proposal Conference	<p>Scheduled for Wednesday, May 8, 2019, 10:00–11:00 a.m. HST At the OHA, 560 N. Nimitz Hwy, Ste. 200, Honolulu, HI 96817</p> <p>Teleconference may be available during the Pre-Proposal Conference session upon request. Please contact the RFP Coordinator to request for arrangements by:</p> <p>Monday, May 6, 2019, 2:00 p.m. HST</p>
Proposal Submittals Due	<p>Due by Friday, May 31, 2019, 2:00 p.m. HST</p> <p>Submit to: OHA, 560 N. Nimitz Hwy, Ste. 200, Honolulu, HI 96817</p> <p>E-mail and facsimile transmissions shall not be accepted.</p>
Notice of Award	June 2019
Contract Start Date	July 1, 2019
<p style="text-align: right;">Date: _____</p> <p>Company: _____</p> <p>Address: _____</p> <p>Phone: _____ E-mail: _____</p> <p>Contact Person: _____</p> <p>Name of Person picking up packet: _____</p> <p>Signature of Person picking up packet: _____</p>	

YOUR BUSINESS LETTERHEAD
Aloha Company • 123 Aloha ‘Oe Drive • Honolulu, HI 96819

TO: Head of Purchasing Agency
Kamana‘opono Crabbe, Ph.D.
Ka Pouhana, CEO, HOPA
Office of Hawaiian Affairs
560 North Nimitz Highway Suite 200
Honolulu, Hawai‘i 96817

Dear Dr. Crabbe:

The undersigned has carefully read and understands the terms and conditions specified in the RFP CEO 2019-30 and in the General Conditions, and hereby submits the following Proposal to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this competitive sealed Proposal, 1) he/she is declaring that his/her Proposal is not in violation of Chapter 84, Hawai‘i Revised Statutes, as amended, concerning prohibited State Contracts, 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion, and 3) he/she hereby authorizes the Office of Hawaiian Affairs to verify information provided in this Proposal.

Furthermore, Aloha Company is a Domestic Profit Corporation registered to do business in the State of Hawai‘i. Please see the Federal taxpayer identification number and State General Excise Tax License Identification number indicated below.

Date: _____

Respectfully submitted,

Phone: _____

Exact Legal Name of Company (Offeror)

Remittance Address, if different from
Business Address

Authorized Signature (Original)

Print Name: _____

Title: _____

Hawai‘i General Excise Tax License
I.D. No: _____

Business Address: _____

Federal Tax I.D./Social Security No: _____

E-mail: _____

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 the request for competitive sealed proposals number _____ (“RFP”) and the CONTRACTOR’s accepted proposal (“Proposal”), both of which, even if not physically attached to this Contract, are made a part of this Contract. See 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, at the time and in the manner set forth in the RFP and CONTRACTOR’s Proposal. See 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. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the RFP, including all attachments and addenda; and (3) the Proposal.

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: OHA ‘Ohana Report
Description: Artwork, Layout, Design, and Printing of the ‘Ohana Report

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:

- 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 Project Management Services: (1) CONTRACTOR’s accepted proposal dated [Date of Proposal Submitted]; (2) Request for Proposal No. CEO 2019-30; and (3) OHA Non-Grant General Conditions; and (4) this Contract. These documents collectively comprise the “Contract”.
- B. Scope of Work
 1. Original Cover Artwork and Internal Glyph Art
 - a. The CONTRACTOR shall collaborate with the OHA and a local artist to develop an original piece of artwork commissioned by the OHA and related internal glyph art.
 - i. The cover artwork shall be in full color for the ‘Ohana Report publication with the theme of the Pele genealogy.
 - ii. The artwork shall be culturally informed and accurate through research and traditional knowledge such as, but not limited to, chants, songs, hula, stories, proverbs, and legends.
 - iii. The glyph art for the ‘Ohana Report publication with the themes of Pele and her ‘ohana.
 - iv. The glyph shall be culturally informed and accurate through research and traditional knowledge such as, but not limited to, chants, songs, hula, stories, proverbs, and legends.
 - v. Draft versions of the cover art and internal glyph art shall be provided to the Contract Administrator by a date mutually agreed upon upon final contract execution. The OHA shall approve of the final versions to be used in the ‘Ohana Report publication.
 - vi. Final digital files of the cover art and internal glyph art, in PDF and JPG format shall be provided to the Contract Administrator.
 - vii. The CONTRACTOR shall ensure that all artwork selected for the cover and



OFFICE OF HAWAIIAN AFFAIRS SCOPE OF SERVICES

Attachment – S1

glyph art of the ‘Ohana Report publication shall not be used by the Artist in non-OHA publications and/or promotions, except for individual prints or reprints, for up to a period of SIXTY (60) months following the delivery of the OHA report to the OHA in ready format for public dissemination.

- b. The CONTRACTOR shall work with the Artist for the Artist to grant the OHA and or its designee(s) an irrevocable, royalty-free license to use the original commissioned cover artwork and internal glyph artwork for unrestricted non-commercial purposes, including but not limited to, using both the printed and digital versions of the commissioned artwork in the OHA ‘Ohana Report publication, as well as unrestricted use of two-dimensional reproductions of the commissioned artwork.
 - i. The original commissioned artwork shall be the property of the OHA. Title to the commissioned artwork shall pass to the OHA upon physical delivery of the artwork to the OHA.
 - ii. The Artist shall retain all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the artwork for the duration of the copyright.
 - iii. The Artist shall not make any exact duplicate reproductions of the final artwork, nor shall the Artist grant permission to others to do so except with the written permission of the OHA.
 - iv. The Artist shall grant to the OHA and its assigns an irrevocable royalty-free license to make two-dimensional reproductions of the artwork for unrestricted non-commercial purposes, including, but not limited to reproductions used in brochures, websites, media publicity, or other similar publications, provided that these rights are exercised in a tasteful and professional manner and does not alter the appearance or integrity of the original artwork.
 - v. The irrevocable royalty-free license shall exist from the date of the licensing agreement entered into by OHA and the Artist and extend up to a period of SIXTY (60) months following the delivery of the OHA ‘Ohana Report publication to the OHA in ready format for public dissemination.
 - vi. If the OHA wishes to make reproductions of the artwork for commercial purposes, including but not limited to, tee shirts, post cards and posters, the OHA and the Artist shall execute a separate agreement to address the terms of that license granted by the Artist and the royalty the Artist shall receive.
 - vii. The OHA shall not be responsible for any third party infringement of the Artist’s copyright and shall not be responsible for protecting the intellectual property rights of the Artist.
 - viii. The CONTRACTOR shall negotiate directly with the Artist an amount the Artist will accept as compensation for all work performed for the



OFFICE OF HAWAIIAN AFFAIRS SCOPE OF SERVICES

Attachment – S1

commissioned artwork and for the irrevocable royalty-free license granted to the OHA.

- ix. The CONTRACTOR shall be responsible for paying the agreed upon compensation amount to the Artist as that was a cost contemplated and specifically included by the CONTRACTOR in the proposal submitted in response to this RFP.
 - x. Any remedy for failure of payment of the compensation amount shall be solely against the CONTRACTOR, and not the OHA.
 - xi. The CONTRACTOR shall be responsible for obtaining all legal documents from the Artist, as required by the OHA. See Exhibit 1: Artist Licensing Agreement.
- c. The CONTRACTOR shall work with the Artist and provide to the OHA the Artist's name, title and language that shall be used to credit the Artist in the OHA 'Ohana Report publication.
 - d. The CONTRACTOR shall provide art direction, project management and logistics coordination for the Artist and the OHA.

2. Layout, Design, and Printing of the 'Ohana Report Publication

- a. The CONTRACTOR shall layout, design, and print the 'Ohana Report publication.
- b. The 'Ohana Report publication shall be approximately 160 pages, printed in color and shall include, but may not be limited to, approximately 120 images, charts and graphs.
- c. The OHA shall provide the CONTRACTOR with the file of the final edited manuscript of the 'Ohana Report publication.
- d. The CONTRACTOR shall integrate final approved artwork into the publication.
- e. Upon receipt of the final files from the OHA, the CONTRACTOR shall layout the text, tables, and artwork for print and shall present the layouts to the OHA for review and approval.
- f. The CONTRACTOR shall design the layout of the images, charts, graphs, text, and artwork for print in collaboration with the OHA.
- g. The CONTRACTOR shall allow for two (2) rounds of revisions for the 'Ohana Report publication.



OFFICE OF HAWAIIAN AFFAIRS SCOPE OF SERVICES

Attachment – S1

- h. The CONTRACTOR shall provide to the OHA a high resolution digital file in PDF format for use on the OHA’s website.
 - i. The CONTRACTOR shall print the final ‘Ohana Report publication as approved by the OHA. The ‘Ohana Report publication shall be designed to be printed as follows:
 - i. Cover: EIGHTY pound (80#) Pacesetter Silk Cover or similar;
 - ii. Text: EIGHTY pound (80#) Pacesetter Silk Book or similar;
 - iii. Double-sided print with Four Color process inks to include bleeds;
 - iv. Dimensions: 17” x 11” Flat; 8.5” x 11” Folded; and
 - v. Stitching recommendations to be provided by the CONTRACTOR based on the final count of pages in the ‘Ohana Report publication.
 - j. The CONTRACTOR shall layout, design and print a total of 3,000 copies of the ‘Ohana Report publication. The CONTRACTOR’s bid should include printing increments of 1,000 for an option to re-print within 24 months from the date of first printing.
3. Layout and Design of the ‘Ohana Report Executive Summary
- a. The Executive Summary shall be up to 24 pages, printed in color, and shall include, but may not be limited to, approximately eight (8) charts and graphs.
 - b. The OHA shall provide the CONTRACTOR with the file of the final edited manuscript of the Executive Summary.
 - c. The CONTRACTOR shall integrate the final approved cover artwork and internal glyph artwork into the publication.
 - d. The CONTRACTOR shall design the layout of the charts, graphs, text, and artwork for print in collaboration with the OHA.
 - e. The CONTRACTOR shall allow for two (2) rounds of revisions for the ‘Ohana Report Executive Summary.
 - f. The CONTRACTOR shall provide to the OHA a high resolution digital file in PDF format for use on the OHA’s website.
4. Layout, Design, and Printing of ‘Ohana Report Supplementary Materials
- a. The CONTRACTOR shall layout and design up to sixteen (16) ‘Ohana Profiles.



OFFICE OF HAWAIIAN AFFAIRS SCOPE OF SERVICES

Attachment – S1

- i. Each ‘Ohana Profiles shall be approximately two (2) pages, printed in color and shall include, but may not be limited to, approximately four (4) charts, graphs, and photos.
 - ii. Each of the sixteen (16) should look and feel similar but they shall be separate files for completion and printing.
 - iii. The OHA shall provide the CONTRACTOR with the file of the final edited samples of up to sixteen (16) ‘Ohana Profiles.
- b. The OHA shall provide the CONTRACTOR with the digital files of the artwork that shall be integrated into the guide.
 - c. Upon receipt of the final files from the OHA, the CONTRACTOR shall layout the text, tables, and artwork for print and shall present the layouts to the OHA for review and approval.
 - d. The CONTRACTOR shall allow for two (2) rounds of revisions for the ‘Ohana Profiles.
 - e. The CONTRACTOR shall provide to the OHA a high resolution digital file in PDF format for use on the OHA’s website.
5. The CONTRACTOR shall print the final Executive Summary and Sixteen (16) ‘Ohana Profiles in one booklet as approved by the OHA, known together as the Executive Summary and ‘Ohana Profiles.
 - a. The booklet shall be approximately 24 pages.
 - b. The files should be the same as the layout and design, but modified for booklet print.
 - c. The OHA shall provide the CONTRACTOR with the file of the final edited samples of up to sixteen (16) ‘Ohana Profiles.
 - d. The OHA shall provide the CONTRACTOR with the digital files of the artwork that shall be integrated into the Executive Summary and ‘Ohana Profiles.
 - e. Upon receipt of the final files from the OHA, the CONTRACTOR shall layout the text, tables, and artwork for print and shall present the layouts to the OHA for review and approval.
 - f. The CONTRACTOR shall allow for two (2) rounds of revisions for the Executive Summary and ‘Ohana Profiles.



OFFICE OF HAWAIIAN AFFAIRS SCOPE OF SERVICES

Attachment – S1

- g. The CONTRACTOR shall provide to the OHA a high resolution digital file in PDF format for use on the OHA’s website.
 - h. The Executive Summary and ‘Ohana Profiles shall be designed to be printed as follows:
 - i. EIGHTY pound (80#) Pacesetter Silk Book or similar;
 - ii. Double-sided print with Four Color process inks to include bleeds;
 - iii. Dimensions: 17” x 11” Flat; 8.5” x 11” Folded; and
 - iv. Stitching recommendations to be provided by the CONTRACTOR based on the final count of pages in the Executive Summary and ‘Ohana Profiles.
 - i. The CONTRACTOR shall layout, design and print a total of 5,000 copies of the Executive Summary and ‘Ohana Profiles. The CONTRACTOR’s bid should include printing increments of 1,000 for an option to re-print within 24 months from the date of first printing.
6. Layout, Design, and Printing of ‘Ohana Digital Graphic files
- a. The ‘Ohana Digital Media files shall be approximately one (1) page, printed in color and shall include, but may not be limited to, approximately one (1) charts or graphs.
 - b. Each of the thirty-eight (38) should look and feel similar but they will be separate files for completion and printing.
 - c. The OHA shall provide the CONTRACTOR with the file of the final edited samples of up to thirty-eight (38) ‘Ohana Digital Graphic files.
 - d. The OHA shall provide the CONTRACTOR with the digital files of the artwork that shall be integrated into the ‘Ohana Digital Graphic files.
 - e. Upon receipt of the final files from the OHA, the CONTRACTOR shall layout the text, tables, and artwork for print and shall present the layouts to the OHA for review and approval.
 - f. The CONTRACTOR shall allow for two (2) rounds of revisions for the ‘Ohana Digital Graphic files.
 - g. The CONTRACTOR shall provide to the OHA a high resolution digital file in PDF format for use on the OHA’s website.



**OFFICE OF HAWAIIAN AFFAIRS
COMPENSATION**

Attachment – S2

Project: OHA ‘Ohana Report
Description: Artwork, Layout, Design, and Printing of the ‘Ohana Report

- 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 Oahu only) or 4.166% (for neighbor islands)], 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 Administrator. The Administrator’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]]

1. The OHA will pay the CONTRACTOR based on completion of the deliverables.
 2. The CONTRACTOR will submit invoices based on completed deliverables.
 3. The CONTRACTOR will clearly indicate any adjustment made to the billing statement for work not performed.
- 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% (for Oahu only) or 4.166% (for neighbor islands)], 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



**OFFICE OF HAWAIIAN AFFAIRS
COMPENSATION**

Attachment – S2

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.

E. The CONTRACTOR shall submit 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 made upon certification by the OHA Administrator that the CONTRACTOR has satisfactorily performed the services specified, payment will be made.

G. The OHA will have thirty (30) calendar days after receipt of invoice and satisfactory delivery of goods or performance of the services to make payment.

H. Upon receipt of the invoice, the OHA will date stamp the invoice, and use this receipt date to calculate the 30-day payment period. For the purposes herein, the CONTRACTOR’s invoice date will not be considered.

I. 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: OHA ‘Ohana Report
Description: Artwork, Layout, Design, and Printing of the ‘Ohana Report

- 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: TWELVE (12) months

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

Maximum length of Contract: Not to exceed TWENTY-FOUR (24) months

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**OFFICE OF HAWAIIAN AFFAIRS
SPECIAL CONDITIONS**

Attachment – S4

Project: OHA ‘Ohana Report
Description: Artwork, Layout, Design, and Printing of the ‘Ohana Report

SAMPLE

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; provided 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 becomes 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 CONTRACTOR 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 contact.
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 stated 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 OHA, 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:

Coverage	Limit
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, 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 complied 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 2019 and 2020
Holidays to be observed by the
HAWAII STATE GOVERNMENT

www.dhrd.hawaii.gov
Website where State Holiday Schedule posted

Year 2019 HAWAII STATE HOLIDAYS

<u>(Hawaii Rev. Statutes, Sec. 8-1)</u>	<u>Day Observed in 2019</u>	<u>Official Date Designated in Statute/Constitution</u>
New Year's Day.....	Jan. 1 Tuesday	The first day in January
Dr. Martin Luther King, Jr. Day.....	Jan. 21 Monday.....	The third Monday in January
Presidents' Day.....	Feb. 18 Monday.....	The third Monday in February
Prince Jonah Kuhio Kalaniana'ole Day.....	Mar. 26 Tuesday	The twenty-sixth day in March
Good Friday.....	April 19 Friday.....	The Friday preceding Easter Sunday
Memorial Day.....	May 27 Monday.....	The last Monday in May
King Kamehameha I Day.....	June 11 Tuesday.....	The eleventh day in June
Independence Day.....	July 4 Thursday.....	The fourth day in July
Statehood Day.....	Aug. 16 Friday.....	The third Friday in August
Labor Day.....	Sept. 2 Monday.....	The first Monday in September
Veterans' Day.....	Nov. 11 Monday.....	The eleventh day in November
Thanksgiving.....	Nov. 28 Thursday.....	The fourth Thursday in November
Christmas.....	Dec. 25 Wednesday.....	The twenty-fifth day in December

Year 2020 HAWAII STATE HOLIDAYS

<u>(Hawaii Rev. Statutes, Sec. 8-1)</u>	<u>Day Observed in 2020</u>	<u>Official Date Designated in Statute/Constitution</u>
New Year's Day.....	Jan. 1 Wednesday.....	The first day in January
Dr. Martin Luther King, Jr. Day.....	Jan. 20 Monday.....	The third Monday in January
Presidents' Day.....	Feb. 17 Monday.....	The third Monday in February
Prince Jonah Kuhio Kalaniana'ole Day.....	Mar. 26 Thursday	The twenty-sixth day in March
Good Friday.....	April 10 Friday.....	The Friday preceding Easter Sunday
Memorial Day.....	May 25 Monday.....	The last Monday in May
King Kamehameha I Day.....	June 11 Thursday.....	The eleventh day in June
Independence Day.....	July 3 Friday.....	The fourth day in July
Statehood Day.....	Aug. 21 Friday.....	The third Friday in August
Labor Day.....	Sept. 7 Monday.....	The first Monday in September
General Election Day	Nov. 3 Tuesday.....	The first Tuesday in Nov. following the first Monday of even numbered years. <i>(Hawaii State Constitution, Article 2 – Section)</i>
Veterans' Day.....	Nov. 11 Wednesday.....	The eleventh day in November
Thanksgiving.....	Nov. 26 Thursday.....	The fourth Thursday in November
Christmas.....	Dec. 25 Friday.....	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 2/28/2018 subject to change.

ARTIST LICENSING AGREEMENT

This License Agreement, executed and entered into as of this ____ day of _____, 2019, by and between _____ (“Artist”), whose principal place of business is _____ and the Office of Hawaiian Affairs (the “OHA”), a body corporate under the Constitution of the State of Hawai’i, whose principal place of business and mailing address is 560 North Nimitz Highway, Suite 200, Honolulu, Hawai’i 96817 (collectively the “Parties”).

RECITALS

- A. The OHA has contracted with _____, a _____, by its _____, whose principal place of business is _____ and whose mailing address is _____, to provide art brokerage services for publication of the OHA 'Ohana Report and promotional items (collectively “Ohana Report”).
- B. The Art Broker shall work with a local artist, in collaboration with the OHA, to create a relevant piece of artwork and glyph artwork to be used for the OHA 'Ohana Report.
- C. The Artist has been selected to create one (1) commissioned original piece of artwork that shall be owned by the OHA to be used as the cover art for the OHA 'Ohana Report.
- D. The original commissioned artwork shall be the property of the OHA. Title to the commissioned artwork shall pass to the OHA upon physical delivery of the commissioned artwork to the OHA.
- E. The materials that are the subject of this Agreement shall consist of digital image(s) and or two-dimensional reproductions of the commissioned original piece of artwork (collectively known as “Artwork”).
- F. The Artist shall retain rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright.
- G. The OHA wishes to obtain an irrevocable, royalty-free license to make two-dimensional reproductions of the Artwork for unrestricted non-commercial purposes, including but not limited to reproductions used in brochures, websites, media publicity, or other similar publications, except that the OHA shall not use the artwork for commercial purposes, and Artist agrees to grant the OHA such a license subject to the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the parties agree as follows:

SCOPE OF THIS AGREEMENT. This Agreement applies to all digital image(s) and or two-dimensional reproductions of the commissioned original piece of artwork (collectively known as “Artwork”). This Agreement governs the relationship between the Parties and in no communication or other exchange, shall modify the terms of this Agreement unless agreed to by the Parties in writing.

RIGHTS. The original commissioned artwork shall be the property of the OHA. Title to the commissioned artwork shall pass to the OHA upon physical delivery of the commissioned artwork to the OHA.

The Artist shall retain all rights under the Copyright Act, 17 U.S.C. § 101 et seq., as the sole author of the Artwork.

The Artist shall not make any exact duplicate reproductions of the final artwork, except for individual prints or reprints, nor shall the Artist grant permission to others to do so except with the written permission of the OHA.

The Artist shall grant the OHA and/or its designees an irrevocable, royalty-free license to make and use two-dimensional reproductions of the Artwork for unrestricted non-commercial purposes, including but not limited to using, publishing and distributing the reproductions of the Artwork in the OHA book, brochures, websites, media publicity, or other similar publications, provided that this license is exercised in a tasteful and professional manner and does not alter the appearance or integrity of the original artwork.

The Artwork shall not be used in non-OHA publications and/or promotions, except for individual prints or reprints, for a period of SIXTY (60) MONTHS following the delivery of the published OHA book to the OHA in ready format for public dissemination.

This irrevocable, royalty-free license shall exist from the date of this Agreement and extend for a period of SIXTY (60) MONTHS following the delivery of the published OHA 'Ohana Report to the OHA in ready format for public dissemination.

If the OHA wishes to make reproductions of the Artwork for commercial, for-profit purposes, including but not limited to sell for-profit items such as tee shirts, post cards and posters, the OHA and the Artist shall execute a separate agreement to address the terms of that license granted by the Artist and the royalty the Artist shall receive.

RELATIONSHIP OF THE PARTIES. The parties agree that Artist is an independent contractor, and that neither Artist, nor Artist’s employees or contract personnel are, or shall be deemed to be, employees of the OHA. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Artist and the Artwork or any other deliverables prepared by Artist granted to the OHA are contractual in nature and are expressly defined by this Agreement.

CREATION OF ARTWORK. The manner and method of creating the Artwork is solely at the discretion of the Artist and the OHA has no right to control Artist’s manner and method of performance under this Agreement.

DELIVERY OF ARTWORK. Artist shall work with the Art Broker to ensure delivery to the OHA high-resolution digital image(s) of the licensed Artwork. It is the OHA's responsibility to verify that the digital image(s) of the Artwork are suitable for reproduction and that if the digital image(s) of Artwork are not deemed suitable, to notify the Artist within five (5) business days. Artist's sole obligation will be to replace the digital image(s) of Artwork at a suitable resolution but in no event will Artist be liable for poor reproduction quality, delays or consequential damages.

FEE. Art Broker shall negotiate with and pay directly to the Artist an amount the Artist will accept as a one-time licensing fee for the irrevocable, royalty-free license granted to the OHA as more fully described above. The Art Broker shall be responsible for paying the agreed upon one-time licensing fee to the Artist as the licensing fee was a cost contemplated and included by the Art Broker and submitted to the OHA in the Art Broker's proposal which was accepted by the OHA. The Artist's remedy for failure of payment of the one-time licensing fee by the Art Broker shall be solely against the Art Broker, and not the OHA. In the event of a dispute regarding the payment of the licensing fee as agreed upon by and between the Art Broker and Artist, Artist shall not revoke any rights the Artist has granted to the OHA under this Agreement and the OHA shall continue to be able to reproduce, publish or otherwise use the licensed Artwork consistent with this Agreement.

NO EXCLUSIVITY. This Agreement does not create an exclusive relationship between the parties. The OHA is free to engage others to perform services of the same or similar nature to those provided by Artist, and Artist shall be entitled to offer and provide services to others, solicit other clients, and otherwise advertise the services offered by Artist.

REPRESENTATIONS AND WARRANTY.

Artist represents that it is the sole and exclusive owner of the copyrights and other proprietary rights contained therein of the Artwork. Artist further represents that the Artwork does not infringe upon or violate the copyrights, trademarks, patents, and other proprietary rights of any other party.

Artist warrants that it has the right to license the rights granted under this Agreement, to use the licensed Artwork, and that the use of the licensed Artwork by the OHA in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

The OHA shall not be responsible for any third party infringement of the Artist's copyright and shall not be responsible for protecting the intellectual property rights of the Artist. Artist shall indemnify and hold the OHA harmless for any losses, claims, damages, awards, penalties or injuries incurred which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the licensed Artwork by the OHA in accordance with the terms of this agreement. This indemnity shall survive the termination of this Agreement.

GOVERNING LAW. This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Hawaii, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the State of Hawaii shall have jurisdiction to hear any dispute under this Agreement.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

AMENDMENT OR MODIFICATION OF AGREEMENT. No alteration, amendment, or modification of the terms of this Agreement or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by both Parties.

SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

WAIVER OF CONTRACTUAL RIGHT. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

NOTICES. Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery company; or (4) by United States first class registered or certified mail, postage prepaid, return receipt requested; in each case, addressed to the Parties as follows (or to such other addresses as the Parties may request in writing by notice given pursuant to this section):

If to Artist:

[Full Name]

[Address]

If to the OHA:

Office of Hawaiian Affairs

560 North Nimitz Highway

Suite 200

Honolulu, Hawaii 96813

Attn: Chief Executive Officer

Notices shall be deemed received on the earliest of personal delivery, upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed, twenty-four (24) hours following deposit with a bonded courier or overnight delivery company; or seventy-two (72) hours following deposit in the United States Mail as required herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

OFFICE OF HAWAIIAN AFFAIRS:

BY: _____

DATE: _____

Print Name: Kamana'opono M. Crabbe, Ph.D.

Title: Ka Pouhana, Chief Executive Officer

Address: 560 N. Nimitz Highway, Suite 200

Honolulu, HI 96813

Telephone No.: (808) 594-1892

Approved as to Content:

Approved as to Form:

Kamana'opono M. Crabbe, Ph.D.
Ka Pouhana, Chief Executive Officer

Raina P.B. Gushiken
Ka Paepae Puka, Interim Senior Legal Counsel

DATE: _____

DATE: _____

ARTIST:

BY:

Print Name:

Title:

Address:

Telephone No.:

DATE: _____

PRICE PROPOSAL FORM

RFP RD 2019-30	ARTWORK, LAYOUT, DESIGN, AND PRINTING OF THE ‘OHANA REPORT
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INSTRUCTIONS: Complete the form in its entirety and include with your proposal submission. Please use as many forms as necessary to complete your proposal. All proposals must be received by **Friday, May 31, 2019 at 2:00 p.m. HST** at the OHA’s office, 560 N. Nimitz Highway, Suite 200, Honolulu, HI 96817.

Activity	Deliverable	Tentative Due Date	Number of Hours	Price Proposed
Collaboration with OHA and Local Artist, art direction, project management and logistics coordination	Original Artwork and digital file	10/31/2019		a.
	Glyph Art digital file	10/31/2019		b.
‘Ohana Report Publication: Layout and Design	‘Ohana Report Publication: Print Ready file and PDF file	4/24/2020		c.
‘Ohana Report Publication: Printing	3,000 prints	5/29/2020	---	d.
	Per additional 1,000 prints	if requested	---	
‘Ohana Report Executive Summary: Layout and Design	‘Ohana Report Executive Summary: Print Ready file and PDF file	4/24/2020		e.
‘Ohana Report Executive Summary: Printing	5,000 prints	5/29/2020		
	Per additional 1,000 prints	if requested	---	
‘Ohana Report Supplementary Materials (‘Ohana Profiles): Layout and Design	Up to 16 ‘Ohana Report ‘Ohana Profiles: Print Ready files and PDF files for each profile	4/24/2020	Hours per profile	*Price per profile
			x16 profiles =	x16 profiles = f.
‘Ohana Report Supplementary Materials (‘Ohana Profiles): Printing	5,000 printed sets of up to 16 profiles	5/29/2020		g.
	Per additional 1,000 sets	if requested	---	
Executive Summary and ‘Ohana Profiles Digital Booklet: Layout and Design	‘Ohana Report Executive Summary and Profiles: Digital Booklet file	4/24/2020		h.
‘Ohana Digital Graphic files: Layout and Design	Up to 38 ‘Ohana Digital Graphic files	4/24/2020	Hours per file	*Price per file
			x38 files =	x38 files = i.

Administrative Costs: overhead, meetings, status reports, travel, etc.	---	---		j.
Any other Costs (please list)				k.
Subtotal (add items a.-k.)				l.
General Excise Tax (item l. x 4.712%)				m.
GRAND TOTAL (items l.+m.)				

*At this time, the OHA has not determined the final amount of ‘Ohana Profiles and ‘Ohana Digital Graphic files required. The price per profile and price per file, plus 4.712% GET, will be used to calculate the final Contract payout, if necessary. Your final price proposal (Grand Total) will be the maximum amount of the Contract.