



Release date:
June 28, 2023

Employees' Retirement System of the State of Hawaii.

State of Hawaii eProcurement, (HiePRO) Invitation for Bid, (IFB) # 23003180

Sealed Competitive Bidding for Holomua Publication Design & Printing Services, Multi-Year Term.

State of Hawaii, Department of Budget & Finance, Employees' Retirement System.

Governance:

This solicitation is issued under the provisions of Hawaii Revised Statutes (HRS) Chapter 103D-101 & -302 & 3-120 to 3-132 and its administrative rules thereof. All offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective offeror shall constitute admission of such knowledge on the part of such prospective offeror.

eProcurement:

This is an electronic solicitation. Offered through HiePRO, State of Hawaii eProcurement (hiepro.ehawaii.gov) website. All offers are to be received in HiePRO before IFB closing date and time. In order to be considered by the State, no hardcopies will be considered.

Compliance:

Offerors are to be duly registered to do business in the State of Hawaii via DCCA registration, (cca.hawaii.gov/resources) and to be compliant in Hawaii Compliance Express (HCE), (vendors.ehawaii.gov/hce) by the date and time of this IFB closure, in order to be considered.

Communication:

The State's Point of Contact for this IFB is Mr. Steven J. Melendrez, PMO. Procurement and Inventory Management Section, (steven.melendrez@hawaii.gov & cc to: dbf.ers.procure@hawaii.gov). Any modification to this specification shall be made by a written amendment to this IFB in HiePRO.

**Mr. Thomas Williams, Procurement Officer
Executive Director**

ADMINISTRATIVE OVERVIEW

INTRODUCTION:

The Department of Budget and Finance (B&F) Employees’ Retirement System (ERS) of the State of Hawaii (ERS) administers a defined public pension benefit retirement plan for the State and county government employees of the State of Hawaii. ERS provides retirement, disability and death benefits for its members. ERS is a qualified defined benefit public pension plan under Section 401(a) of the Internal Revenue Code. Administration of the ERS falls under the policy and executive direction of the Board of Trustees with certain areas of administrative control vested in the state Department of Budget and Finance.

The ERS is seeking proposals from qualified Offerors for a price quote, firm and fixed for providing Publication Design & Printing Services, for ERS Quarterly Publication of its Newsletter Holomua for the 2023-2024 fiscal year term and the ERS has an option to offer awardee 2 optional (1) year contract term extensions within 3 months of the ending of the existing term.

IFB PROCUREMENT TIMETABLE and SIGNIFICANT DATES:

The schedule below represents the State’s best estimate of the timeline that will be followed for this procurement. All times indicated are Hawaii Standard Time (HST). If a component of this schedule is delayed, the rest of the schedule may be adjusted by the same number of days. Any schedule deviations to the Procurement Timetable will be posted by an addendum to this solicitation and published therein in HIePRO.

PROCUREMENT TIMETABLE:

Release of IFB	06/28/2023
Vendors due date to Submit Questions via HIePRO	07/05/2023 @ 2:00 PM
State’s Response to Questions	07/07/2023 @ 4:00 PM
Proposals Due date/time	07/12/2023@ 2:00 PM
Proposal Evaluations	07/12/2023-07/17/2023
Notice of Award	07/18/2023
Contract Start Date	07/25/2023

SCOPE OF WORK

Holomua Publication Design & Printing Services for the 2023-2024 Term with Multi-year options.

The Employee' Retirement System (ERS) of the State of Hawaii is soliciting services from qualified offerors for the preparation and production of the Holomua quarterly newsletter for the Fiscal 2023-2024 term, with multi-year options.

This specification requires the following of the Offeror's, but not limited to:

- Awardee to develop and manage the creation of the graphics, editing page content, copywriting, layout/design, Photoshop production, final art file to the printer. Provide a PDF for each of the publications to ERS prior to print.
- Printing and distribution of the final publication.
- The production paper stock must be at a minimum of 70 lbs. (please confirm with ERS prior to final paper stock selection), samples are available at the ERS offices, City Financial Tower, 201 Merchant St, Suite 1400, Honolulu, HI 96813, coordinate with Program Specialist Bart Asato at 808-586-1768.

Editing/Copywriting

A. Collaborate with ERS staff to receive and refine magazine content and graphics including:

1. Basic requirements: Ensure camera/print-ready copy, has been created and approved by the Vendor's Quality Assurance Review team, prior to submitting to ERS for evaluation, to include but not limited to:
 - Grammar.
 - Spelling (including proper abbreviations, acronyms, capitalization, use of numbering and numerals, etc.).
 - Punctuation (including hyphenation, quotations, parentheticals, footnotes, etc.)
 - Layout, design – flexibility to newsletter content.
 - Photographs may be added as requested or suggested by offeror.
 - Website PDF must be clear, readable and accessible.
 - Recurring layout items to be accurate and consistent throughout all issues.

B. Advanced Requirements

1. Review style based on article subject matter.
 - Assess and review content.
 - Structure and organization.
 - Relevance to audience.
 - Clarity.
 - Basic background research, fact-checking for sense, possible misinterpretations.
 - Check for inconsistencies, discrepancies.
 - Correctness of language (unbiased, gender-neutral, cultural sensitivity, etc.).
 - Suggestions, comments, re-writes.
2. Relevance and clarity of tables, charts and references.
3. Offeror may be requested to draft articles on various topics suggested by the ERS
4. Quarterly publications are typically eight pages in length; however, should a newsletter issue require 12 pages, offeror will be required to add additional pages to the publication. See additional cost item on Offer Form, OF-2.
5. Publication of a one- to two-page Special Emergency edition if/as required. The special emergency edition will include the standard processes of the quarterly publication. Including Photoshop, layout, editing, etc. The number of pieces to be printed and mailed may vary depending on the purpose and target audience of the publication. Awardee to utilize ERS bulk mail rate permit for domestic mailings and for international mailings, awardee shall pay for mailings and ERS will reimburse.

Coordinating Print Production:

Prepare publications schedule of four issues based on tentative mailing dates of:

- September 30, 2023
- December 31, 2023
- March 31, 2024
- June 30, 2024

- A. Awardee to provide hard copy proofs and PDF proofs to be sent to ERS for review and approval prior to printing.
- B. Editing corrections to be completed accurately on first check pass.

Printing and Distribution

- A. Awardee shall same day communicate notification of any delays and difficulties with printing/ mailing schedule to the program specialist at bart.asato@hawaii.gov & cc to: dbf.ers.admin.programspecialist@hawaii.gov.
- B. Awardee to provide timely delivery of PDF for website copy and hard copies for distribution based on publication schedule.
- C. Awardee to provide a notification of postal mail out date.
- D. Awardee shall distribute mailing based on domestic postage rates (ERS paid permit with bulk mail rates) and international postage rates (postage paid by offeror for reimbursement). Awardee to be provided a count and mailing list prior to printing. If required and will be provided a count and mailing list of special emergency publication for printing and distribution. Bulk mailing indicia may be printed on the additional flat copies. ERS shall provide a unique identifier that is applicable to each person receiving the publication as part of the address file. This unique identifier is to be printed on every address label of person receiving the publication as part of the address file. This unique identifier is to be printed on every address label.
- E. The estimated numbers of hard copies per quarter are: 65,000 (64,500 folded to be mailed domestic and international and 500 flat to be delivered to ERS). Awardee to be provided a count of additional flat copies to be delivered to ERS. Awardee shall use ERS bulk mailing permit for domestic mailing and shall reimburse awardee for international postage costs.
- F. Hard copy size: Flat 8.5 x 11 inches, Folded 8.5 x 5.5 inches.
- G. Awardee to provide ERS with a mailing vendor's or subcontractor's process of address verification validation, address updates and return mail procedures. Mailing vendor or subcontractor to provide ERS with an updated mailing address file, including returned mail.

TEMPLATES

At each publication set completion, all electronic data used in the publication, (i.e., ERS logo) narrative, templates, artwork and shall be the property of Employees' Retirement System and provided to ERS on an external storage device (USB drive) or media in its native files and PDF copy when production runs are complete.

Photos, layouts, etc., and intellectual property thereof shall become the property of the ERS. Samples of current and previous Holomua newsletters are available on the ERS website: <http://ers.ehawaii.gov/> or at the ERS office:

City Financial Tower
201 Merchant Street
Suite 1400
Honolulu, Hawaii 96813

QUANTITIES

Quantities for bid are reflected in Offeror Form OF-2 of this IFB. The ERS reserves the right to adjust quantities if/as required.

OFFEROR AND SUBCONTRACTOR QUALIFICATIONS

Editing the newsletter shall be the priority of the Awardee. Awardee must have experience performing editing of similar types of work similar to the scale and complexity as ERS work. References and contact information are required (see Offer Forms, OF-1 and OF-3), along with samples of similar types of production work completed. Previous work shall have similar type, scale and complexity of the ERS newsletter. Work which consisted of only printing or reproducing/replicating work shall not be considered.

Offerors are to have an office presence in Hawaii in order to facilitate coordination of the requirements of the IFB and for meeting with the ERS.

Offerors shall possess professional grammar skills with the ability to initiate corrections and suggestions to each article's layout and flow. Offerors shall have the core competencies to edit the newsletter to ensure the content is clear, concise, correct and understandable.

The ERS has attached to this IFB specification a Sample Contract for offeror's review.

PROPOSAL SUBMITTAL

Offeror(s) shall annotate and sign the ERS provided forms, insert the completed forms into their proposal package and upload the complete proposal into the State of Hawaii's website, HiePRO (hiepro.ehawaii.gov/) for award consideration. Items to be in the offeror's proposal shall include but not be limited to the following:

1. Offer Form OF-1, Offeror Identification:

Includes the Offeror attesting to the understanding and agreement to provide and perform under the terms and conditions of the specifications herein and no violation of Chapter 84 & no collusion. Offeror includes their corporate information, traceability and accountability information with signature.

2. Offer Form OF-2, Price Quote, Cost of Services:

Includes, fully encumbered, firm and fixed, lump sum inclusive of all labor, travel, taxes and fees etc, including all costs in, or associated with the performance of the services rendered as described by this specification.

3. Offer Form OF-3, Professional References:

Offeror is to annotate OF-3, providing three (3) years of professional experience providing services within the past five (5) years for government clients of similar type, size, scale and complexity as ERS. If sub-contractor is used, sub-contractor shall fill in the form and offeror to submit the completed sub-contractor form with their proposal.

4. ERS Confidentiality Agreement.

- a. Offeror to sign confidentiality agreement and attach to their proposal.
- b. Subcontractor(s) (if used) shall also sign a confidentiality agreement.

5. Proposal:

- a. Proposal: offeror shall provide a complete proposal in their submittal to this IFB for ERS consideration. Proposal to include company background, core competencies, certificates which pertain to performance noted in this IFB and resumes of key personnel whom the offeror intends to use to support this engagement, if the offeror is awarded the contract.
- b. Offeror's Proposal Technical attributes to be judged per criteria in Proposal Technical Evaluation chart on page 8 of this specification.
- c. Offeror to provide a detailed Gantt type water flow schedule in their proposal which includes the approximate processing dates for articles, first proof, edit deadlines, subsequent proof checks, mailing list, hard copy counts, mail out date, etc to be aligned with the quarterly production dates noted on page 4 of this specification in Coordinating Print Production section:

6. Compliance:

- a. Offerors are to be duly registered to do business in the State of Hawaii via DCCA registration, (vendors.ehawaii.gov/hce) and compliant in Hawaii Compliance Express, ([vendors.ehawaii.gov / hce](http://vendors.ehawaii.gov/hce)) by the date and time of the closing of this IFB, for their proposals to be considered.

PROPOSAL TECHNICAL EVALUATION:

Offeror's proposal shall be judged on the criteria listed below and on content and samples of work provided in the Offeror's proposal. Award will be based upon the Offerors' best pricing, demonstrated experience and 3rd party verification of the offeror's competency and experience to perform and comply with the requirements of this specification and to be the most responsive and responsible Offeror.

Key Competencies:

- Editing and Copywriting.
- Publication Structure and Organization.
- Graphics and Layout.
- Printing and Mailing

Business Acumen:

- Staff and Company Experience

3rd Party Verification:

- Client References.

BASIS FOR AWARD CONSIDERATION:

The Offeror selected for award consideration shall:

- Be compliant in Hawaii Compliance Express by the date & time of the closing of this IFB.
- Provide the best bid quoted price.
- Demonstrate staff competency.
- Demonstrate professional company qualifications to complete the requirements of this IFB.
- Be the most responsive and responsible bidder.



**EMPLOYEES' RETIREMENT SYSTEM,
PROCUREMENT &
INVENTORY MANAGEMENT SECTION**
Steven J. Melendrez, PMO



**OFFEROR
FORMS**

**OFFER FORM OF-1
OFFEROR'S IDENTIFICATION**

Procurement Officer
Employees' Retirement System
201 Merchant Street, Suite 1400
Honolulu, Hawaii 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and the attached General Conditions and agrees to same. Offerer hereby submits the following offer to perform the work as specified in this specification, in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price quote submitted was independently arrived at without collusion.

Offerer is:

Limited Liability Corporation Limited Partnership Non-profit
 Other: _____

State of Incorporation: _____

Federal Employer ID No.: _____ Hawaii Tax No.: _____

Payment Address: _____ (if different from business address):

City: _____ State: _____ Zip Code: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Respectfully submitted,

Date: _____

Signature of Authorized Official

Telephone #: _____

Fax #: _____

Name and Title of Authorized Official

E-mail Address: _____

*** Legal Name of Offerer's Company**

Furnish the exact legal name of the entity under which the awarded contract will be executed. This name must match exactly the name of the company on the Hawaii Compliance Express (HCE, vendors.ehawaii.gov/), Compliant Compliance Certificate form. Offerer shall attach to this OF-1 document, a Notary's Notarization verification page attesting to the authenticity of the signature placed on this document and upload with the Offeror's proposal into HiePRO.

**OFFER FORM OF-2
PRICE QUOTE FOR SERVICES**

<u>Item</u>	<u>Description</u>	<u>Item Bid Price</u>
1	Provide editing, copywriting, layout/design, Photoshop production, sending final art files to the printer, PDF files for ERS website. (Additional artwork or graphics requested and approved will be reimbursed by the ERS.)	\$ _____
2	Coordination of print production which includes working with ERS and the copywriter, coordinating with the printers on specifications for the printing of the newsletter, reviewing and editing all proofs for grammar/spelling, four press checks, and coordinating the job from inception to delivery.	\$ _____
3	Printing, Desktop Publishing, delivering and mailing of approximately 65,000 pieces per quarter for 8 colored pages. *See # 5 below*	\$ _____
4	Taxes and other fees	\$ _____
Subtotal	Quarterly Price	\$ _____ X 4
TOTAL SUM ANNUAL BID PRICE, FIRM & FIXED.	Calculate the above line items & place sum total on this line & enter this price quote number in HlePRO Offer section of this IFB, as job total price quote.	\$ _____

Ancillary Pricing

5	Newsletters to be a 12-page rather than 8-page publication (if needed).	\$ _____
6	Amount added to bid price for one (1) <u>additional</u> special emergency edition of 1-2 pages (if needed). Please include associated production and printing costs based on 65,000 copies for this publication.	\$ _____
7	Total cost per piece over estimated quarterly quantity based upon 65,000 count.	\$ _____
8	Pricing for optional year 2, firm & fixed, at the same terms and conditions as year 1 pricing.	\$ _____
9	Pricing for optional year 3, firm & fixed at the same terms and conditions as year 1 pricing.	\$ _____

The newsletter shall be delivered quarterly. * Domestic mailing will be provided via ERS USPS bulk mail permit. For international mailings, awardee to be reimbursed under separate cover. ERS is responsible for all mailing costs.

**ERS HOLOMUA NEWSLETTER
OFFER FORM OF-3 (Professional References)
REFERENCES TO CONFIRM QUALIFICATIONS**

Offeror to have three (3) years of professional experience providing services within the past five (5) years for clients of the similar type, size, scale and complexity as ERS.

Contract Period of Service Provided: _____

(1) Client Name: _____

Contract Person: _____

Telephone Number: _____ Facsimile Number: _____

E-mail Address: _____

Description of Service Provided: _____

Contract Period of Service Provided: _____

(2) Client Name: _____

Contract Person: _____

Telephone Number: _____ Facsimile Number: _____

E-mail Address: _____

Description of Service Provided: _____

Contract Period of Service Provided: _____

(3) Client Name: _____

Contract Person: _____

Telephone Number: _____ Facsimile Number: _____

E-mail Address: _____

Description of Service Provided: _____

**ERS HOLOMUA NEWSLETTER
OFFER FORM OF-3 (Professional References)
REFERENCES TO CONFIRM QUALIFICATIONS**

Offeror's sub-contractor to have three (3) years of professional experience providing services within the past five (5) years for clients of the similar type, size, scale and complexity as ERS.

_____ Identify here if not using a subcontractor.

Contract Period of Service Provided: _____

(1) Client Name: _____

Contract Person: _____

Telephone Number: _____ Facsimile Number: _____

E-mail Address: _____

Description of Service Provided: _____

Contract Period of Service Provided: _____

(2) Client Name: _____

Contract Person: _____

Telephone Number: _____ Facsimile Number: _____

E-mail Address: _____

Description of Service Provided: _____

Contract Period of Service Provided: _____

(3) Client Name: _____

Contract Person: _____

Telephone Number: _____ Facsimile Number: _____

E-mail Address: _____

Description of Service Provided: _____



**EMPLOYEES' RETIREMENT SYSTEM,
PROCUREMENT & INVENTORY
MANAGEMENT SECTION
Steven J. Melendrez, PMO**



**CONFIDENTIALITY
AGREEMENT**

CONFIDENTIALITY AGREEMENT

(Employees' Retirement System Vendor)

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is entered into by

_____ ("Vendor"), a

_____, whose

address is _____, for the

benefit of the **EMPLOYEES' RETIREMENT SYSTEM OF THE STATE OF HAWAII**

("ERS"), with reference to the following:

WHEREAS, during the course of providing goods or services to the ERS, Vendor and Vendor's employees, subcontractors, consultants, or agents may come into possession of certain confidential information; and

WHEREAS, the purpose of this Agreement is to set forth Vendor's responsibilities with respect to the confidential information;

NOW, THEREFORE, for good consideration and as a condition of working at ERS worksites or accessing ERS systems, Vendor agrees as follows:

1. Definitions. The following words and phrases, as used in this Agreement, shall have the following meanings:

"Contract" means: The agreement dated _____, between Vendor and the ERS, and any amendments thereof, pursuant to which Vendor has agreed to provide goods or services to the ERS.

"Confidential Information" means: Confidential Business Information and Confidential Personal Information provided to or made available to Vendor by the ERS, created or maintained for the ERS by Vendor, or transmitted on behalf of the ERS by Vendor.

"Confidential Business Information" means: Business plans and strategies, processes, customer/member lists and records, proposals, employee records, financial statements and information, technical information, product design information, pricing or cost information, discounts, proprietary computer programs including source code and object code, technical or other proprietary manuals, copyrighted materials and all other forms of intellectual property.

"Confidential Personal Information" means:

a. 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.

b. Information in which an individual has a significant privacy interest, including, without limitation the following:

- (1) Information relating to medical, psychiatric, or psychological history, diagnosis, condition, treatment, or evaluation;
- (2) Information relating to eligibility for ERS benefits or the determination of benefit levels; and
- (3) Information describing an individual's finances, income, assets, liabilities, net worth, bank balances, financial history or activities, or credit worthiness, including, without limitation, an individual's employment, personnel and payroll records.

c. An individual's first name or first initial and last name in combination with any one or more of the following data elements:

- (1) Date of birth;
- (2) Address; or
- (3) Phone numbers.

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

"Information" includes all information, regardless of the format, including, without limitation, information presented in written, drawn, spoken, visual, or electromagnetic format.

"Technological safeguards" means: the technology and the policy and procedures for use of the technology to protect and control access to Confidential Information.

2. Confidentiality of Information.

a. All Information provided to or made available to the Vendor by the ERS shall be used by Vendor only for the purpose of providing goods or services under the Contract and may not be disclosed without the prior written approval of the ERS.

b. All Confidential Information shall be safeguarded by Vendor. In safeguarding the Confidential Information, the Vendor shall comply with, *inter alia*, the applicable provisions of

Hawaii Revised Statutes chapters 487J, 487N and 487R. Vendor agrees not to retain, use, or disclose, or permit Vendor's employees, subcontractors, consultants, or agents to retain, use, or disclose, Confidential Information for any purpose other than as permitted or required by this Agreement or the Contract.

c. Vendor agrees to implement, and ensure that any subcontractors to whom Vendor provides access to Confidential Information implement, appropriate technological safeguards that are acceptable to the ERS to reduce the risk of unauthorized access to the Confidential Information and to prevent the unauthorized use or disclosure of the Confidential Information.

d. Vendor shall promptly (and in any event within twenty-four hours of discovery) and completely report to the ERS any security breaches or potential security breaches involving Confidential Information. If the breach or potential breach involves Confidential Personal Information, such notification shall include: (1) the names of the individuals affected, (2) a description of the circumstances of the breach, (3) the date of the breach, (3) the date of discovery of the breach, (4) the information breached, (5) any steps affected individuals should take to protect themselves from potential harm, (6) the steps Vendor (or its agent) is taking to investigate the breach, mitigate losses, and protect against future breaches, and (7) contact information for individuals or entities to obtain more information regarding the breach, including a telephone number, e-mail address, website, or postal address.

e. Vendor agrees to mitigate any harmful effect that is known to Vendor because of a use or disclosure of Confidential Information by Vendor, or by Vendor's employees, contractors, consultants, or agents, in violation of the requirements of this Agreement.

g. Vendor shall complete and retain a log of all disclosures made of Confidential Information. The log shall, at a minimum, be sufficient for the ERS to determine Vendor's compliance with this Agreement.

h. Vendor shall make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Confidential Information, available to the ERS.

3. Security Awareness Training and Confidentiality Agreements.

a. Vendor certifies that all of its employees who will have access to Confidential Information have completed training on security awareness topics relating to protecting Confidential Information.

b. Vendor certifies that confidentiality agreements have been signed by all of its employees, subcontractors, consultants, and agents who will have access to Confidential Information acknowledging that:

- (1) Confidential Information will be treated as confidential in a manner consistent with this Agreement;
- (2) Access to Confidential Information will be allowed only as necessary to perform the Contract; and

- (3) Use of Confidential Information will be restricted to uses consistent with the services subject to the Contract.

4. Indemnification and Defense. The Vendor shall defend, indemnify, and hold harmless the ERS and its trustees, 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 Vendor's breach of the Vendor's obligations under this Agreement or from the retention, use, or disclosure of Confidential Information by Vendor's employees, contractors, consultants, or agents for any purpose other than as permitted or required by this Agreement or the Contract. The liability, loss, damage, costs, expense, claims, suits, and demands referred to in this paragraph include, without limitation, the costs and expenses for complying with section 487N-2, Hawaii Revised Statutes, and any other claims arising out of, and costs and expenses of any other actions that the ERS reasonably believes are necessary for the mitigation of, security breaches or potential relating to Confidential Personal Information. The provisions of this paragraph shall survive termination or completion of the Contract.

5. Termination for Cause. In addition to any other remedies provided for by this Agreement or the Contract, if the ERS learns of a material breach by Vendor of this Agreement by Vendor, the ERS may at its sole discretion:

- a. Provide an opportunity for the Vendor to cure the breach or end the violation; or
- b. Immediately terminate the Contract.

(Name of Vendor)

(Signature)

(Print Name)

(Print Title)

(Date)



**EMPLOYEES' RETIREMENT SYSTEM,
PROCUREMENT & INVENTORY
MANAGEMENT SECTION**
Steven J. Melendrez, PMO



**SAMPLE
CONTRACT**



STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of _____, _____, between _____, _____,
(Insert name of state department, agency, board or commission)
 State of Hawaii ("STATE"), by its _____,
(Insert title of person signing for State)
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is _____ and _____
 ("CONTRACTOR"), a _____,
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
 under the laws of the State of _____, whose business address and federal and state taxpayer identification numbers are as follows: _____

RECITALS

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

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

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

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

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

F. Money is available to fund this Contract pursuant to:
 (1) _____
(Identify state sources)

or (2) _____
(Identify federal sources)

or both, in the following amounts: State \$ _____
 Federal \$ _____

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

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number _____ ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are 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 IFB and CONTRACTOR'S Bid.

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 a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a 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 IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

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 a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE 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 STATE 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.

STATE

(Signature)

(Print Name)

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

CORPORATE SEAL
(If available)

APPROVED AS TO FORM:

Deputy Attorney General

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



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
_____ COUNTY OF _____)

On this _____ day of _____, _____ before me appeared
_____ and _____, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
_____ and _____ 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: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit _____

Doc. Description: _____

(Notary Stamp or Seal)

Notary Signature _____ Date _____

NOTARY CERTIFICATION



STATE OF HAWAII
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 in 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 _____



STATE OF HAWAII
SCOPE OF SERVICES



STATE OF HAWAII
COMPENSATION AND PAYMENT SCHEDULE



STATE OF HAWAII
TIME OF PERFORMANCE



STATE OF HAWAII

**CERTIFICATE OF EXEMPTION
FROM CIVIL SERVICE**

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)

(Date)

(Print Name)

(Print Title)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)