

DOWNLOADED SOLICITATION From Public Notice Web Site

Offeror is advised that if interested in responding to this solicitation, Offeror may choose to submit its offer on a downloaded document **provided** Offeror registers its company by e-mail for this specific solicitation. If Offeror does not register its company, Offeror will not receive addenda, if any, and its offer **may be** rejected and not considered for award.

Registration or Request for Copy of Solicitation

Submit E-mail to: Kamanao.Mills@hawaii.gov

Provide the Following Information:

- Name of Company
- Mailing Address
- Name of Contact Person
- Telephone Number
- Facsimile Number
- E-mail Address
- Solicitation Number



STATE DEPARTMENT OF HAWAIIAN HOME LANDS

LEGAL AD DATE: APRIL 4, 2012

INVITATION FOR BIDS NO. IFB-12-HHL-012

SEALED OFFERS FOR PRINTING, DELIVERING AND MAILING KA NŪHOU A PUBLICATION FOR THE DEPARTMENT OF HAWAIIAN HOME LANDS

WILL BE RECEIVED UP TO AND OPENED AT 3:00 P.M. (HST) ON

MAY 7, 2012

AT THE STATE DEPARTMENT OF HAWAIIAN HOME LANDS, KAPOLEI, HI 96707. DIRECT
QUESTIONS RELATING TO THIS SOLICITATION TO KAMANAO MILLS, TELEPHONE 808-
620-9508, FACSIMILE 808-620-9599 OR E-MAIL AT KAMANA.O.MILLS@HAWAII.GOV.

Deadline for Offerors to Register for the Solicitation: 3:00 p.m., HST, APRIL 11, 2012

Written Inquiries Due: 3:00 p.m., HST, APRIL 18, 2012

Response to Written Inquiries: on or about 3:00 p.m., HST, APRIL 25, 2012

IFB-12-HHL-012

PRINTING, DELIVERING AND MAILING KA NŪHOU
A PUBLICATION FOR THE
DEPARTMENT OF HAWAIIAN HOME LANDS
IFB-12-HHL-012

Procurement Officer
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, HI 96707

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, the SPO General Provisions and the AG General Conditions, Form AG-008 Rev. 4/15/2009 attached separately; and hereby submits the following offer 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 offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawai'i Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

- Sole Proprietor Partnership *Corporation Joint Venture
 Other _____

*State of Incorporation: _____

Hawai'i General Excise Tax License I.D. No. _____

Payment Address (other than street address below): _____

City, State, Zip Code: _____

Business Address (street address): _____

City, State, Zip Code: _____

Respectfully Submitted:

Date: _____ (x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

** _____
Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following bid is hereby submitted to print, deliver and mail copies of the Ka Nūhou for the Department of Hawaiian Home Lands from September 2012 to August 2013:

NOTE: REFER TO SPECIFICATIONS TO DETERMINE QUANTITIES FOR PRINTING AND MAILING

<u>Bid Item No.</u>	<u>Description</u>	<u>Unit Bid Price Per Issue (Includes GE Tax)</u>	<u>Estimated # of Issues</u>	<u>ESTIMATED TOTAL BID PRICE</u>
1.	6-page issue	\$ _____	x 4 =	\$ _____
	*Each additional 100 copies:	_____		

*Refer to SPECIAL PROVISIONS, 20.0 INVOICING

The following information shall be provided by the Bidder:

Brand and weight of paper stock to be used: _____

Work for the above will be performed at the following O'ahu-based facility location:

Address: _____

Telephone No.: _____ Fax No.: _____

Contact Person: _____ E-mail Address: _____

Offeror: _____
Name of Company

**WAGE CERTIFICATE
FOR SERVICE CONTRACTS**
(See Special Provisions)

Subject: IFB/RFP No.: IFB-12-HHL-012
Title of IFB/RFP: Printing, Delivering and Mailing Ka Nūhou, A Publication for the
Department of Hawaiian Home Lands.

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further 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 wage required by Section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

STATE OF HAWAI'I
CERTIFICATION OF RECYCLED CONTENT
(See Special Provisions)

Solicitation No.: IFB No. IFB-12-HHL-012

Title: **Printing, Delivering and Mailing Ka Nūhou for the Department of Hawaiian Home Lands**

Issuance Date: April 4, 2012 Opening Date: May 7, 2012

Item No.	Product Name	Product Description	Manufacturer	Post Consumer Recovered Material Content*	Recovered Material Content*

*Post-consumer recovered material and recovered material content, as defined in §3-124-21, HAR, measured as percentage of total product weight. Attach manufacturer's specifications or certification, as required by §3-124-24(d), HAR. Recycled content measurements to be used for bid evaluation. If more space is required for product information, additional sheets may be attached.

I DECLARE THAT THE RECYCLED CONTENT HAS BEEN EXAMINED BY ME AND IS TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE AND CORRECT.

Company

Authorized Representative

Address

Title

Telephone No.

Signature

Date

SPECIFICATIONS

The following specifications cover the **printing** of the Ka Nūhou for the Department of Hawaiian Home Lands for the period September 1, 2012 through August 31, 2013.

In accordance with Section 103D-1005e, Hawai'i Revised Statutes (HRS) and Chapter 3-124 of the Hawai'i Administrative Rules (HAR), the publication shall be printed on recycled paper.

Offeror shall submit, with his bid, a certificate from the manufacturer or mill certifying the recycled content. An official authorized to sign on behalf of the manufacturer or mill shall sign the certificate.

Quantity: **28,450** copies per issue for four (4) issues from September 1, 2012 to August 31, 2013.

Frequency: Quarterly. First issue will be for the 2012 Fall Quarter, which covers the months of September, October and November 2012.

Sizes: 1 sheet of 25-1/2" x 16-1/2" paper folded to 8-1/2" x 5-1/2" (two folds and roll fold) for a 6-page issue.

Pages: Each issue will be a 6-page issue.

Stock: 80 lb. white glossy recycled book stock.

Ink: CMYK 4-color process on two sides.

Transfer of printed data and photos: All printed data and photos will be provided in the Adobe Portable Document Format (PDF).

Printer's Responsibilities:

1. Color proofs.
2. Printing.
3. Trim, fold sheets to 8-1/2" x 5-1/2" (two folds and roll fold).
4. Processing of mailing list.
5. Delivery and mailing of the Ka Nūhou.

State's Responsibilities:

1. Provide copy, photos, and layouts in the Adobe PDF.
2. Graphics and copy adjustments.
3. Provide a written print order specifying the number of copies to be printed and pieces to be mailed.
4. Provide file of mailing list.

Time Schedule: DHHL requires that Ka Nūhou be completed in a timely manner as prescribed below. The time schedule shall be followed and should there be any delay, liquidated damages as provided herein shall apply.

1. Color proofs (Printer)	- 2 working days
2. Client review	- 1 working day
3. Adjustments (Printer)	- 1 working day
4. Client approval	- 1/2 working day
5. Printing/folding/delivery	- 6 working days

Delivery: Approximately **28,120** copies are to be mailed. The written print order will specify the number of copies to be mailed and delivered to DHHL.

Copies are to be delivered to:

Information and Community Relations Office
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, HI 96707

The following specifications cover the **mailing** of the Ka Nūhou for the Department of Hawaiian Home Lands.

Quantity: Approximately **28,120** copies per issue from September 1, 2012 through August 31, 2013.

The written print order will specify the exact number of copies to be mailed and delivered to DHHL.

Frequency: Quarterly. First issue will be for 2012 Fall Quarter, which covers the months of September, October, and November 2012.

Size: 8-1/2" x 5-1/2" (25-1/2" x 16-1/2" sheet with two folds and roll fold).

Pages: The issue shall be 6 pages consisting of one 25-1/2" x 16-1/2" sheet.

Stock: 80 lb. white glossy recycled book stock.

Mailer's

Responsibilities:

1. Transfer address information on to mailer.
2. State sort.
3. Automation sort.
4. Foreign processing (all foreign pieces must be mailed in Contractor-provided envelopes). Contractor will invoice the State for cost of envelopes and foreign postage.
5. Adhere white tab on mailer.
6. Bundle copies.
7. Tie, sack and prepare necessary postal paperwork for deposit into main Honolulu Post Office.

State's

Responsibilities

1. Provide zip file containing mailing information (93 to 95% local; 5 to 7% mainland; 0.5% foreign). Mailing information will be in Excel format and available at least three (3) days prior to the printing of mailer.
2. Provide bundling listing and number of copies for each location.
3. Mailing indicia will be preprinted on mailer (DHHL currently holds a presorted standard US Postage paid permit).
4. State will reimburse Contractor for cost of foreign postage.

- Time Schedule:
1. Address information or mailing preparation
- 3 working days prior to receipt of mailer
 2. Labeling
- 1 working day
 3. Bundle and mailing preparations
- 1 working day
 4. Deposit at main Post Office
- 1/2 working day

SPECIAL PROVISIONS

1.0 SCOPE

The furnishing and delivering of imaging, printing, trimming, folding and mailing of the Ka Nūhou for the Department of Hawaiian Home Lands (DHHL), shall be in accordance with these Specifications and Special Provisions, and the General Conditions, Form AG-008 Rev. 4/15/2009.

2.0 CONTRACT ADMINISTRATOR

For the purpose of this contract Kamana'o Mills, of the DHHL, or designee, is designated Contract Administrator (CA). The telephone number at which he may be reached is 808-620-9508, facsimile at 808-620-9599 and e-mail at Kamanao.Mills@hawaii.gov.

3.0 STATE'S COMMITMENT

In return for prices submitted, DHHL will purchase all of their requirements for the products listed herein from the successful low bidder; provided however, when quality level or product design is not suited to the agency's purpose, the Contract Administrator in consultation with the Procurement Officer may grant an exception to this commitment.

4.0 TERM OF CONTRACT

The term of contract shall be for the twelve (12) month period commencing from the official date on the Notice to Proceed, but not earlier than September 1, 2012, through August 31, 2013, for a total of four (4) issues.

Unless terminated, the contract may be extended without re-bidding, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than one (1) additional twelve (12) month period, or parts thereof. Provided, however, the contract price for the extended period shall remain the same or lower than the initial contract price, subject to any price increase allowed by the contract.

The Contractor or the State may terminate any extended contract period at any time upon sixty (60) days prior written notice.

5.0 OFFEROR'S AUTHORITY TO BID

The State will not participate in determinations regarding an Offeror's authority to sell a product. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product, the Offeror shall resolve that question prior to submitting a bid. If an Offeror offers a product that meets the specifications, is acceptable and the price submitted is the lowest price offered, the contract will be awarded to that Offeror.

6.0 RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to State General Conditions 2(e) through 2(i) for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

7.0 OFFEROR QUALIFICATIONS

Offeror shall maintain a permanent, O'ahu-based facility at the time of bidding and during the initial and extended (if any) contract period, whereby printing, delivering and mailing of Ka Nūhou can be performed as specified. Award shall not be made to any Offeror not meeting this qualification requirement. Facility location and contact information shall be provided on the appropriate Offer Form page.

8.0 SAMPLE COPY

Sample copy of the current Ka Nūhou may be inspected and obtained at the DHHL. It shall be the bidder's responsibility to examine the sample copy and further familiarize itself with the conditions and requirements specified.

Submission of a bid shall be evidence that the bidder understands the scope of the project and will comply with the specifications herein, if awarded the contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

9.0 WRITTEN INQUIRIES

Offerors are cautioned to review this solicitation for defects and questionable or objectionable matter. All questions shall be submitted in writing via e-mail to Kamanao.Mills@hawaii.gov or via fax at 808-620-9599, by the due date for written inquiries indicated on the cover sheet of this solicitation.

Comments concerning defects and questionable or objectionable matter must be made in writing to allow issuance of any necessary amendments to the IFB. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which award could not be made.

The submittal of a bid shall be considered as acceptance of the Specifications as published.

10.0 BID PREPARATION

10.1 Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made. The signed Offer Form page OF-1 shall indicate Offeror's intent to be bound.

10.2 Bid Quotation. Unit bid prices shall include delivery to destination and shall include labor, storage, transportation, handling, all applicable taxes and any other costs incurred in the performance of this contract. All prices submitted shall be in terms of the unit shown and shall be the all-inclusive cost to the State to provide the goods as specified herein.

10.3 Certification of Recycled Content. As required by the Specifications, Bidder submitting an offer shall list each recycled product offered on the attached SPO Form-8 (Rev. 6/98), CERTIFICATION OF RECYCLED CONTENT, certifying the recycled content of the paper. This form maybe signed by an official authorized to sign on behalf of the manufacturer and **must be submitted with the bid.**

10.4 Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawai'i GET and the applicable use tax at the current 0.5% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

For evaluation purposes, pursuant to §103D-1008, HRS, a tax-exempt bid submitted in response to a solicitation shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

10.5 Wage Certificate. The Bidder shall complete and submit a Wage Certificate by which the Bidder certifies that services required will be performed pursuant to § 103-55, HRS.

10.6 Paper Stock. Bidders are requested to indicate the brand and weight of paper stock on the appropriate Offer Form page. This is to insure compliance with specifications. Failure to provide this information shall be sufficient grounds for rejection of bid.

11.0 SAMPLES FROM BIDDER

Bidders may be requested to provide samples of similar work. Three (3) samples of similar work printed by bidder must be submitted with his offer or at his own expense, within three (3) working days from the date of request. Failure to do so shall be sufficient cause for rejection of bid. Any sample submitted will become the property of the State and will not be returned to the bidder.

12.0 AWARD OF CONTRACT

12.1 Method of Award. Award, if made, shall be to the responsive, responsible Offeror submitting the lowest Total Bid Price.

13.0 DEBRIEFING

The purpose of a debriefing is to inform non-selected bidders of the basis for contract award. Non-selected bidder(s) shall submit a written request for a debriefing within three (3) working days after the posting of the contract award. The debriefing shall be held, to the maximum extent possible, within seven (7) working days after the posting of the award.

14.0 PROTEST

Pursuant to §103D-701, HRS, a protest of the solicitation must be made prior to bid opening, and a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award letter(s) resulting from this solicitation shall be posted at the Department of Hawaiian Home Lands, 91-5420 Kapolei Parkway, Kapolei, HI 96707.

Any protest pursuant to Section 103D-701, HRS shall be submitted in writing to DHHL's Procurement Officer at the above address.

15.0 ACCEPTANCE OF OFFER

Acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the bidder shall remain firm for the sixty day period.

16.0 EXECUTION OF CONTRACT

No performance or payment bond shall be required for this contract.

The State shall forward to the successful Offeror a formal contract for execution. The contract shall be signed by the successful Offeror and returned within ten (10) days after receipt by the Offeror. Upon execution of the contract, DHHL will issue a fully executed copy to the Contractor. No work will be undertaken by the Contractor prior to receiving the Notice to Proceed letter.

17.0 NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed. No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed issued by the State upon execution of the contract by both parties. The State of Hawai'i is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

18.0 ORDERING

The State shall place orders with the Contractor in a quarterly basis during the entire (initial and extended [if any]) contract period. The State shall use the pCard or issue purchase orders when placing orders. The Contractor shall honor all orders received during the entire contract period in accordance with the specifications, terms and conditions specified herein.

19.0 QUANTITIES

Quantities listed herein for printing are for the exact amount; quantities listed herein for mailing are approximates and subject to change. Contractor must deliver the exact amount, no overruns or underruns. The State will not pay for any overruns that the Contractor delivers. If additional copies are requested, the additional copies and the 28,450 copies will be printed at the same time.

20.0 QUALITY OF PRINTED WORK

Work to be done shall be of a professional quality. Blank areas of pages shall be clean and clear. Printing shall be uniform in shade and legible and shall have no inking irregularities. One day after printing, ink must not rub-off or smear with normal bundling or handling.

Prior to the final print run of the issue, all final printing will match the corrected proofs authorized by the Contract Administrator of DHHL. If the quality of the work is not satisfactory as judged by the State, contractor will be held responsible incurring all cost to rectify that issue correctly.

Damaged or rejected copies shall be immediately replaced with items of the quality required by these specifications. Failure to replace any unacceptable copy shall not relieve the Contractor from the responsibility imposed upon him by the contract. No payment, whether partial or final, shall be construed to be an acceptance of unacceptable copies.

The State may, at any time, by written order, stop delivery of products not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits, nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

21.0 DELIVERY AND MAILING

Contractor shall furnish, deliver and mail the full color, printed copies specified herein within the specified calendar days from the date the order is received. Delivery must be completed within the time schedule specified in the Specifications. Prior to delivery, the contractor shall contact the agency to coordinate the delivery arrangements.

22.0 CONFIDENTIAL MAILING LIST

Contractor shall not disclose the mailing list or any portions thereof to any other individual, organization or entity without the written consent of the Department. Contractor shall destroy all copies of the Department's mailing list following the expiration or earlier termination of the Contract.

23.0 INVOICING

Contractor shall submit an invoice for reimbursement after each issue is printed, delivered and mailed. Original invoice shall be submitted to the following address:

Information and Community Relations Office
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, HI 96707

Invoice should reference both the contract number and the IFB number.

Whenever additional copies are requested, invoicing shall be based upon the Unit Bid Price per Issue for each additional 100 copies as quoted on Offer Form page OF-2. This amount shall be invoiced as a separate line item.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

Alternately, a "Certificate of Vendor Compliance," issued through the Hawai'i Compliance Express (HCE) system, shall be acceptable for final payment requirements.

23.0 RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

24.0 FAILURE TO DELIVER

Contractor shall be obliged to deliver products awarded in accordance with the terms and conditions stated herein. If a Contractor is unable to deliver products under contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the contract price quoted.

25.0 PRODUCT SUBSTITUTION

The Contractor is required to deliver the contracted products. If the Contractor is unable to do so, the Contractor shall be responsible for obtaining prior approval from DHHL to deliver an acceptable substitute at the contract price. Delivery of the substitute shall be made in accordance with the terms and conditions of the contract. In the event a Contractor consistently needs to substitute or refuses to substitute products, the State reserves the right to terminate the contract and initiate suspension and debarment procedures pursuant to Chapter 3-126, HAR, Legal and Contractual Remedies.

26.0 LIQUIDATED DAMAGES

Refer to Section 9 of the General Conditions, Form AG-008 Rev. 4/15/2009. Liquidated damages are fixed at the sum of ONE-HUNDRED DOLLARS (\$100.00) per each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

27.0 STATE'S GENERAL CONDITIONS

Nothing in the Special Provisions shall supersede the General Conditions. The Special Provisions shall serve to supplement the General Conditions. The General Conditions are available at <http://hawaii.gov/forms/department-of-attorney-general>.