



**State of Hawai'i**

**INVITATION FOR BIDS**

**IFB No: KM 2016-08**

**ICE-VENDING MACHINE**

Issued April 8, 2016

***NOTE:*** The OHA shall not be responsible for incorrect bid offers received as a result of missing addenda, clarifications, attachments or other pertinent IFB information not received by interested Bidders.

**Notice to Bidders**  
(Chapter 103D, HRS)

INVITATION FOR BIDS (IFB No. KM 2016-08)

Notice is hereby given that pursuant to Chapter 103D, Hawai'i Revised Statutes, the Office of Hawaiian Affairs ("OHA"), will be accepting sealed bids to provide, install and maintain an ice-vending machine to be located at 1011 Ala Moana Boulevard (TMK 2-1-58:129).

The Invitation for Bids, Specifications and Bid Offer Form will be available through the OHA Procurement Unit (please check in at the OHA Registration Desk) located on Oahu at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817 beginning April 8, 2016.

**Bid Deadline**

Sealed bids must be received at the OHA Registration Desk, located on Oahu at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817 no later than 10:00 a.m. Hawai'i Standard Time ("HST"), Friday, April 22, 2016.

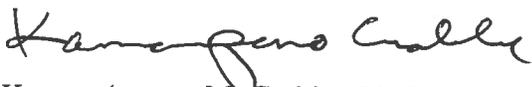
**Bid Opening**

Opening of bids will commence at 10:30 a.m. HST at the OHA on Friday, April 22, 2016.

The OHA reserves the right to reject any or all bids and to accept the bids in whole or part whichever is in the best interest of the OHA.

If you have any questions, please contact Charmaine Matsuura, IFB Coordinator at (808) 594-0273, or via e-mail: [charmainem@oha.org](mailto:charmainem@oha.org).

Office of Hawaiian Affairs



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

# Section 1

## Administration

### 1.0 Authority

This Invitation for Bids (“IFB”) is issued under Chapter 103D, Hawai‘i Revised Statutes (“HRS”), and companion Hawai‘i Administrative Rules (“HAR”). Prospective Bidders are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed Bid Offer Form by any prospective Bidder shall constitute admission of such knowledge on the part of such prospective Bidder.

### 1.1 Timetable

The OHA reserves the right to amend or revise the timetable without prior written notice, when it is in the best interest of the OHA. The Contract award will be based on the availability of funds. The Contract start date will be subject to the issuance of a Notice To Proceed.

<u>Activity</u>	<u>Scheduled Dates</u>
Public Notice Announcing IFB	April 8, 2016
Deadline to Submit Questions	April 15, 2016, noon HST
Deadline for OHA to respond to questions	April 18, 2016
Bid Closing	April 22, 2016, 10:00 a.m. HST
Bid Opening	April 22, 2016, 10:30 a.m. HST
Notice of Award	April 2016
Contract Execution	May 2016
Contract Start Date	Upon Notice to Proceed

### 1.2 IFB Organization

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### **1.3 Contracting Office**

The Contracting Office is responsible for overseeing the Contract resulting from this solicitation. The Contracting Office is:

Office of Hawaiian Affairs  
Procurement Unit  
560 North Nimitz Highway, Suite 200  
Honolulu, Hawai'i 96817  
Telephone: (808) 594-0273 Fax: (808) 594-1863

For the purpose of this solicitation, the IFB Coordinator or his/her designated representative is listed below:

Charmaine Matsuura  
Procurement Unit  
560 North Nimitz Highway, Suite 200  
Honolulu, Hawai'i 96817  
Telephone: (808) 594-0273 Fax: (808) 594-1863  
Email: charmainem@oha.org

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

The office responsible for monitoring the services performed under this Contract is the Public Policy Program. For the purpose of this solicitation, the Contract Administrator or his/her designated representative is listed below:

Allen Kam  
Commercial Property Manager  
560 North Nimitz Highway, Suite 200  
Honolulu, Hawai'i 96817  
Telephone: (808) 594-1921 Fax: (808) 594-0288  
Email: allenk@oha.org

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

### **1.4 OHA Organizational Information**

The OHA, a body corporate under the Constitution of the State of Hawai'i, was established by the Hawai'i State Legislature in 1979 under Chapter 10 of the HRS.

OHA's mission is "To mālama (protect) Hawai'i's people and environmental resources and OHA's Assets, towards ensuring the perpetuation of the culture, the enhancement of

lifestyle and the protection of entitlements of Native Hawaiian, while enabling the building of a strong and healthy Hawaiian people and nation, recognized nationally and internationally”.

### **1.5 Terms of Offeror and Bidder**

The terms “Offeror” and “Bidder” are synonymous when used in this solicitation.

### **1.6 Submission of Questions**

Interested Bidders may submit written questions to the IFB Coordinator identified in Section 1.3 of this IFB. The deadline for submission of written questions is noon HST on Friday, April 15, 2016. All written questions will receive a written response from the OHA. Electronic mail and facsimile transmissions shall be accepted. The OHA’s responses to interested Bidders’ written questions will be sent to all interested Bidders via mail, electronic mail, or facsimile no later than Monday, April 18, 2016.

### **1.7 Submission of Sealed Bids**

- A. **Form and Format** – The Bid Offer form can be found in Section 5 of this solicitation. See Attachment 2 – Bid Offer Form. Note: Bid offers submitted using re-created forms or other forms shall be rejected and deemed non-responsive.
  
- B. **Bid Submittal** - Sealed bids must be hand delivered or postmarked by United State Postal Service (USPS) and delivered to the OHA Receptionist located at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817 no later than 10:00 a.m. on Friday, April 22, 2016. Other methods of delivery services shall be considered hand deliveries and considered submitted on the actual date and time received at the OHA Reception Desk. Sealed bids post-marked prior to the specified bid due date and time but received after the specified bid due date and time shall be considered late and shall be rejected. **Electronic mail and facsimile transmission of the Bid Offer shall not be accepted.**

Bid offers shall be submitted in a sealed envelope identified as a sealed bid in response to this IFB KM 2016-08. Any bid document submission not sealed and identified with the IFB number on the envelope or submitted via electronic mail or facsimile shall be automatically rejected. There shall be no exception to this requirement.

Sealed Bids should be addressed to:

Office of Hawaiian Affairs  
560 North Nimitz Highway, Suite 200  
Reception Desk/Procurement Unit  
Honolulu, Hawai'i 96817  
Attn: Ms. Charmaine Matsuura, IFB Coordinator

- C. **Wages and Labor Law Compliance** – Prior to entering into a Contract in excess of \$25,000, the successful Bidder shall certify compliance with Section §103-55 HRS, Wage, hours and working condition of employees of contractors performing services. Section §103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Interested Bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the successful Bidder shall be obligated to provide wages not less than those increased wages.

Interested Bidders shall complete and submit the attached Wage Certificate certifying that the services required will be performed pursuant to Section §103-55, HRS. See Attachment 3 – Wage Certificate.

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

Interested Bidders are strongly encouraged to account for salary increase(s) as posted by the State Department of Human Resources Development (DHRD). **The OHA will consider requests for increase as a result of wage increases to public officers and employees during the Contract period or any option period that are not published.** At the release of this solicitation, the effective wages from July 21, 2014 through December 31, 2016 and January 1, 2017, for the State employee performing similar work have been published by the DHRD.

- <http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/>  
then go to [Classification Specification and Minimum Qualification Requirements](#)
- [http://dhrd.hawaii.gov/wp-content/uploads/2013/01/08\\_BU13\\_2008-10-011.pdf](http://dhrd.hawaii.gov/wp-content/uploads/2013/01/08_BU13_2008-10-011.pdf)

- D. **Confidential Information** - If an interested Bidder believes that any portion of its bid contained information that should be withheld as confidential, the interested Bidder may request in writing for nondisclosure of designated proprietary data

and provide justification to support confidentiality. Such data shall accompany the bid, be clearly marked, and shall be readily separable from the bid documents to facilitate eventual public inspection of the no-confidential section of the bid documents. Nondisclosure of requested information is subject to Chapter 92F, HRS, and is discoverable unless exempted by law. **Note that the price is not considered confidential and shall not be withheld.**

### **1.8 Discussion with Bidders Prior to Bid Submission**

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

### **1.9 Opening of Bids**

All bid submissions shall be dated and time stamped by the OHA upon receipt of the bid submittal at the designated location. The bid submission shall include bid offers, modifications to bids, and withdrawals of bid offers. All bid submissions received shall be held in a secure place by the OHA Procurement Unit and shall not be opened and examined for evaluation purposes until April 22, 2016, 10:30 a.m. HST.

Sealed bids received by the due date and time shall be opened publicly. Public bid opening will commence at 10:30 a.m. HST on Friday, April 22, 2016, at the OHA, 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817.

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

### **1.10 Additional Materials and Documentation**

The bid samples or descriptive literature should not be submitted. Any unsolicited documentation, literature, samples, or brochures will not be examined or tested, and will not be deemed to vary any of the provision of this IFB.

### **1.11 IFB Amendments**

The OHA reserves the right to amend this IFB at any time prior to the closing date for the final revised bids or as allowed under Chapter 3-122, HAR. Interested Bidders will be notified of all amendments through written communication which may be transmitted by electronic mail, facsimile, or USPS.

### **1.12 Cancellation of the Invitation for Bids**

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

### **1.13 Cost for Bid Preparation**

Any cost incurred by the interested Bidders in preparing or submitting a Bid Offer Form are the interested Bidder's sole responsibility. Any costs incurred by the successful Bidder prior to the execution of a Contract are not eligible for reimbursement.

Interested Bidders shall ensure that the OHA is provided with the written authorization(s) necessary to verify information provided in the interested Bidder's Bid Offer Form.

### **1.14 Modification of Bids**

Bids submitted may be modified prior to the established due date and time by the following documents in accordance with Section §3-122-16.07, HAR:

- A. A written notice accompanying the actual modification received at the OHA Reception Desk stating that a modification to the bid is submitted.
- B. The facsimile or electronic written notice must be submitted either by facsimile or electronic mail to the IFB Coordinator. The interested Bidder shall submit the original signed written notice and modification to the OHA Receptionist within two (2) working days of receipt of the facsimile or the electronic transmittal. If the written notice is submitted less than two (2) working days prior to the established due date and time for the receipt of the bid offers, the Bidder shall submit the original signed written notice and the modification to the OHA Receptionist no later than the established due date and time for receipt of bid offers.

**Modified Bid Offers shall be submitted in a sealed envelope identified as a modified sealed bid in response to this IFB KM 2016-08.**

### **1.15 Late Withdrawal and Late Modification**

Any notice of withdrawal or notice of modification of a bid and the actual modification is considered late when received by the OHA after the established due date and time.

A late modification will not be considered for award.

Acceptance of a late withdrawal request shall be at the sole discretion of the OHA Head of the Purchasing Agency ("HOPA").

### **1.16 Mistakes in Bids**

While interested Bidders are bound by their bids, circumstances may arise where a correction or withdrawal of bids is proper. An obvious mistake in a bid may be corrected or withdrawn, or waived by the OHA to the extent that it is not contrary to the best interest of the OHA or to the fair treatment of the other interested Bidders. Mistake in bids shall be handled as provided for in Section §3-122-31, HAR.

### **1.17 Rejection of Bids**

The OHA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and which demonstrate an understanding of the services specification. Any bid offering any other set of terms and conditions contradictory to those included in this IFB may be rejected without further notice.

A bid offer may be automatically rejected if it is:

- A. Unreasonable in Price. A bid is unreasonable in price, if 1) the bid price when compared with price submission of the prospective Bidders, prior Contract prices, and/or prices available on the open market is grossly unbalanced, or 2) the bid is determined by the OHA to be unreasonable in price, including the total bid price and unit prices.
  
- B. Material unbalanced. A bid is materially unbalanced, if 1) there is a reasonable doubt the bid would result in the lowest overall cost, even though it is the lowest bid, or 2) the bid is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. An example of a materially unbalanced bid is one where the bid is set at a very high price for the first item and subsequent items are set at extremely low prices.

All bid offers submitted in a manner which alters the Bid Offer Form or does not conform to the format and instruction provided shall be determined non-responsive.

### **1.18 Bid Evaluation**

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

### **1.19 Notice of Award**

An award shall be made as follows:

- A. Award to the responsible and responsive Bidder submitting the lowest total sum bid price for the thirty-six (36) month period located on Bid Offer Form. See Attachment 2 - Bid Offer Form.
- B. In the case of a tie, the bid shall be awarded by the flip of a coin or some other random means of selection to be determined by the OHA.

Any Contract arising out of this solicitation shall be subject to the approval of the appropriate Director or designee as to content and the OHA Corporate Counsel as to form and all further approvals as required by statute, regulation, rule, order or other directive.

No work shall be undertaken by the successful Bidder prior to the Contract start date and the receipt of the Notice to Proceed. The OHA is not liable for any work, Contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the successful Bidder prior to the start of the Contract and receipt of the Notice to Proceed date.

The successful Bidder shall produce documents to the HOPA to demonstrate compliance with Section §3-122-112, HAR, Responsibility of Bidders. The successful Bidder receiving an award shall be required to enter into a formal written Contract with the OHA. The General Conditions of the Contract are attached and services specifications are included. See Attachment 4 – General Conditions.

## **1.20 Protests**

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

- A. The OHA's failure to follow procedures established by Chapter 103D HRS;
- B. The OHA's failure to follow any rule established by Chapter 103D HRS; or
- C. The OHA's failure to follow any procedure, requirement, or evaluation criteria issued by the OHA.

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

The notice to award, if any, resulting from this solicitation shall be posted on the OHA website: [www.oha.org/solicitations](http://www.oha.org/solicitations)

<b>Head of Purchasing Agency</b>	<b>Procurement Manager</b>
Name: Kamana‘opono M. Crabbe, Ph.D.	Name: Phyllis Ono-Evangelista
Title: Ka Pouhana/Chief Executive Officer	Title: Procurement Manager
Address: Office of Hawaiian Affairs 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

**1.21 Availability of Funds**

The award of a Contract and any allowed extension(s) are subject to the availability of funds. The OHA shall retain the authority to cancel an award and/or not exercise the option period(s) due to the lack of available funds.

**1.22 Monitoring and Evaluation**

The successful Bidder’s performance of the Contract will be monitored and evaluated by the Contract Coordinator. The OHA shall provide the successful Bidder with a copy of all monitoring reports for their information and necessary corrective action.

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 Bidder may be required to submit additional written reports, including a corrective action plan in response to monitoring conducted by the OHA. These additional reports shall not be considered a change to the scope of work of the Contract, but shall continue for the duration of time as deemed necessary by the OHA.

When interest of the OHA or the successful Bidder so require, the OHA or the successful Bidder may terminate the Contract for convenience by providing forty-five (45) calendar days prior written notice to the other party.

**1.23 General Conditions and Special Conditions**

The General Conditions of the Contract are set forth in Attachment 4 – General Conditions.

Special Conditions as appropriate may be imposed under the Contract by the OHA. In the case of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

**1.24 Cost Principles**

The OHA shall utilize standard cost principles set forth in Chapter 3-123, HAR, which is available on the State Procurement Website: <http://spo.hawaii.gov/>. Nothing shall be

construed to create an exemption from any cost principal arising under State and Federal law.

**END OF SECTION**

## Section 2

### General Requirements

#### 2.0 General Requirements

##### A. Furnishing Proof of Compliance

The successful Bidder(s) are advised that if awarded a Contract, the successful Bidder must furnish proof of compliance with the requirements of Section §3-122-112, HAR:

- 1) Chapter 103-53 and 103D-328, HRS, tax clearance;
- 2) Chapter 383, HRS, unemployment insurance;
- 3) Chapter 386, HRS, workers' compensation;
- 4) Chapter 392, HRS, temporary disability insurance; and
- 5) Chapter 393, HRS, prepaid health care.

##### B. Hawai'i Business or Compliant Non-Hawai'i Business

The successful Bidder(s) shall be one of the following:

1. Be registered and incorporated or organized under the laws of the State of Hawai'i (hereinafter referred to as a "Hawai'i business").

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 Bidder shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawai'i business doing business as a sole proprietorship is not required to register with the BREG, and therefore not required to submit the certificate. A successful Bidder's status as sole proprietor or other business entity and its business street address will be used to confirm that the successful Bidder is a Hawai'i business.

2. Be registered to do business in the State of Hawai'i (hereinafter referred to as a "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 Bidder shall submit a CERTIFICATE OF GOOD STANDING.

C. Certificate of Vendor Compliance

The successful Bidders(s) shall demonstrate compliance with the following:

- 1) Tax Clearance, Form A-6
- 2) Department of Labor and Industrial Relations, Application for Certificate of Compliance, Form LIR#27; and
- 3) Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

The successful Bidders(s) may demonstrate compliance of the above by using the Hawai'i Compliance Express ("HCE"). The HCE services allow businesses to register online through a simple wizard interface at:

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

The HCE provides the successful Bidders(s) with a "Certificate of Vendor Compliance" with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Businesses that elect to use the HCE services will be required to pay an annual fee of \$12.00 to the Hawai'i Information Consortium, LLC ("HIC").

**Timely Registration on HCE.** Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, the Bidder will not receive the award.

D. Bid Security

No bid security is required to be submitted for this IFB and no performance or payment security shall be required for the resulting Contract.

E. Funding Sources and Period of Availability

Funding allocated through the Native Hawaiian Trust Fund, also known as the Public Land Trust Funds, is subject to approval by the OHA Chief Executive Officer/Ka Pouhana and final approval by the OHA Board of Trustees. Any Contract entered into as a result of this solicitation is binding only to the extent that funds are available. Funds and period of availability may change upon notice by the OHA. Services shall be reduced or rescheduled at the same bid price.

Any additional services purchased under the terms of the Contract resulting from this solicitation shall be at the same or similar contracted rates.

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

- Allowed       Not allowed

G. Type of Contract

Single or Multiple Contracts to be Awarded (Refer to HAR §103D-322)

Single       Multiple       Single & Multiple

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

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

I. Contract Terms

Initial term of Contract:	Thirty-six (36) 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 OHA
Number of possible extensions:	Two (2) extensions
Maximum length of Contract:	Not to exceed sixty (60) months

J. Conditions for Contract Extensions

The Contract for the proposed services may be extended without the necessity of re-procuring, subject to appropriation and availability of the OHA funds, continued need for the services, and the OHA's determination of satisfactory performance of the contracted organization, or unless the Contract is terminated.

The option to extend the service will be offered in writing by the OHA prior to the expiration of the Contract. No supplementary agreement shall be binding upon the OHA until the supplemental agreement has been fully and properly executed by all parties thereto prior to the start date of the supplemental agreement. The contracted organization shall not provide any services until the supplemental agreement is fully and properly executed.

When interest of the OHA or the Contractor so require, the OHA or the Contractor may terminate the Contract for convenience by providing forty-five (45) days prior written notice to the other party.

K. Additional Services and Fees

For services not described in the Contract, the successful Bidder and the OHA shall negotiate for additional needed services and fees which may arise during the course of the Contract. All agreement(s) shall be in writing, executed by all parties, and shall be attached to the Contract as an amendment to expire at the same time as the original Contract or subsequent extension period.

L. Other Financial Related Materials - Accounting System

In order to determine the adequacy of the Interested Bidder's accounting system as described under the administrative rules, the Bidders shall submit a copy of the most recent financial audit as part of the proposal application.

M. Laws, Rules, Ordinances and Regulations

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

**2.1 Insurance**

Prior to the Contract start date, the successful Bidder shall procure at its sole expense and maintain insurance coverage acceptable to the OHA in full force and effect throughout the term of the Contract. The successful Bidder shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) prior to a Contract. The type of insurance coverage is listed as follows:

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 Contractor, its employees and subcontractors during the term of the Contract.

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

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

The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The successful Bidder shall 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. Appropriate Levels Per Occurrence

Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.

The successful Bidder shall deposit with the Procurement Unit, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the Procurement Unit, that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the OHA during the entire term of the Contract. Upon request by the Procurement Unit, the successful Bidder shall furnish a copy of the policy or policies.

The successful Bidder shall immediately provide written notice to the Procurement Unit and the OHA should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

The certificates of insurance shall contain the following clauses:

- 1) "Added insured – State of Hawai'i, the OHA, its Trustees, OHA's employees, representatives and agents."
- 2) "It is agreed that any insurance maintained by OHA shall apply in excess of, and not contribute with, insurance provided by this policy."

Failure of the successful Bidder to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the OHA to exercise any or all of the remedies provided in the Contract, including without limitation, terminating the Contract. The procuring of any required policy or policies of insurance shall not be construed to limit the successful Bidder's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the successful Bidder shall be responsible for the full and total amount of any damage, injury, or loss caused by the successful Bidder's negligence or neglect in the provision of services under the Contract.

**2.2 HRS §97: Limitations of Lobbying Activities**

Per HRS §97-1(7): "Lobbying" means communicating directly or through an agent, or soliciting others to communicate, with any official in the legislative or executive branch, for the purpose of attempting to influence county councils, legislative or administrative action or a ballot issue.

Per HRS §97-5: "No lobbyist shall accept or agree to accept any payment in any way contingent upon the defeat, enactment or outcome of any proposed legislative or administrative action."

Therefore, any time the successful Bidder whose time is spent researching data or information specific to the testimony to be provided, drafting and providing testimony or participates in discussions with legislators or government employees or officials in support or opposition of any pending legislation, is not allocable to the OHA Contracts and cannot be charged to the OHA for the purposes of the contracted services. The time spent in such lobbying activities must be cost-allocated and cannot be paid for by the OHA trust funds and such activities are clearly not within the scope of the Contract, nor are they allowed to be within the scope.

### 2.3 Wages and Labor Law Compliance

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

Interested Bidders shall complete and submit the attached a Wage Certificate certifying that the services required will be performed pursuant to Section §103-55, HRS. See Attachment 3 – Wage Certificate.

The successful Bidder shall be further obligated to notify their employees performing work under the Contract of the provision of Section §103-55, HRS and the current wages rates for public, employees performing similar work. The successful Bidder may meet this obligation by posting a written notice to this effect in the successful Bidder's place of business in and area accessible to all employees.

Interested Bidders are strongly encouraged to account for salary increase(s) as posted by the State Department of Human Resources Development (DHRD). **The OHA will consider requests for increase as a result of wage increases to public officers and employees during the Contract period or any option period that are not published.** At the release of this solicitation, the effective wages from July 21, 2014 through December 31, 2016 and January 1, 2017, for the State employee performing similar work have been published by the DHRD.

- <http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/>  
then go to [Classification Specification and Minimum Qualification Requirements](#)
- [http://dhrd.hawaii.gov/wp-content/uploads/2013/01/08\\_BU13\\_2008-10-011.pdf](http://dhrd.hawaii.gov/wp-content/uploads/2013/01/08_BU13_2008-10-011.pdf)

**END OF SECTION**

## Section 3

### Scope of Work and Specifications

#### 3.0 Introduction

This Invitation for Bid (hereinafter “IFB”) is issued by the Office of Hawaiian Affairs (hereinafter “OHA”) a body corporate existing under the Constitution of the State of Hawai‘i, (hereafter referred to as “OHA”) whose principal place of business and mailing address is 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i, 96817.

#### 3.1 Purpose

The OHA is requesting bids from qualified vendors to furnish an ice-vending machine to include all necessary labor, material, equipment, maintenance agreement, personnel, licenses, permits and supervision to satisfactorily set up an ice-vending machine at 1011 Ala Moana Boulevard, Honolulu, Hawai‘i 96813.

#### 3.2 Timeframe

The successful Bidder will have an initial term of thirty-six (36) months from execution to complete Contract subject to the availability of funds and may be extended subject to the availability of funds.

#### 3.3 Scope of Work

The successful Bidder shall provide and perform the services set forth below in a satisfactory and proper manner as determined by the OHA that shall include, but may not be limited to:

- A. Installing the ice-vending machine.
- B. Maintaining the ice-vending machine for 3 years that shall include but may not be limited to providing:
  - 1. Parts;
  - 2. Labor;
  - 3. Materials/supplies (bags as needed); and
  - 4. Technical support 7 days a week/live person.

#### 3.4 Specifications

The successful Bidder shall include in their bid packet the specifications for the ice-vending machine as required by the OHA:

- A. Must be operable 24 hours a day and easily accessible.
- B. Must have ability to set own price for bags of ice.
- C. Must be equipped with bill validator and coin exchanger – credit card reader option.
- D. Must be “vending-style” with the ability to track and monitor sales, maintenance remotely.
- E. Must include maintenance as part of purchase agreement.
- F. Status of machines, including but not limited to: door open, out of bags, out of ice, etc., must be able to be tracked either online or remotely.
- G. Must be able to produce quality product, including a sound water filtration system and proven successful testing of water quality.
- H. Must be able to bag ice automatically (without human intervention).
- I. Must have Technical support 7 days a week/live person.
- J. Must have parts and labor warranty.
- K. Body of ice machine must be able to withstand vandalism.
- L. Electrical Requirements
  - 1. 220/volt – Single Phase Outlet
  - 2. 60-80 amp service
- M. Plumbing Requirements
  - 1. 1/2-3/4” supply line with shutoff
  - 2. 2” drain line
- N. Machine Dimensions
  - 1. Height
    - No higher than 9’
  - 2. Depth
    - No deeper than 6’
  - 3. Width
    - No wider than 5’
  - 4. Bin Capacity
    - 750-850 lbs.
  - 5. Weight
    - 1500lbs – 2500 lbs.
  - 6. Production
    - Moderate level production
  - 7. Bags for Ice Machine
    - Cost per unit for 10 lbs. or 16 lbs.
    - Dimensions and thickness of bags
  - 8. #of Ice Makers
    - 1-2

9. Water Vending
  - Must have ability to customize water vending
  - Reverse Osmosis water vending option
10. Monitoring
  - Must have ability to remotely monitor machine
11. Number of Selections
  - 2 button selection
12. Credit Card Capability
  - Must have ability to customize machine to accept credit card payments
13. LED Lighting
  - Must have ability to customize lighting for machine

**END OF SECTION**

## Section 4

### Bid Forms and Instructions

#### General Instructions for Completing Forms

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

#### 4.0 Bid Offer Form

The Bid Offer Form must be completed and submitted to the OHA by the required due date and time, and in the form prescribed by the OHA. Electronic mail and facsimile transmissions shall not be accepted.

Interested Bidders shall submit its bid under the interested Bidder's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate space on the Bid Offer Form (Attachment 2 – Bid Offer Form, page 2). Failure to do so may delay proper execution of the Contract.

Interested Bidder's authorized signature shall be an original signature in ink. If the Bid Offer Form (Attachment 2 – Bid Offer Form, page 2) is unsigned or the affixed signature is a facsimile or a photocopy, the bid offer shall be automatically rejected.

Interested Bidders are reminded to submit the following certification and documents with their Sealed Bid Offers to the OHA to demonstrate compliance with Federal and State laws:

- a. Hawaii State Tax Clearance Certificate from A-6;
- b. Federal Tax Clearance;
- c. Department of Labor and Industrial Relations, Application for Certification of Compliance , Form LIR #27;
- d. Certification of Good Standing , issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG);
- e. Wage Certificate; and
- f. Corporate Resolution evidencing who is authorized to sign the sealed bid offer and contractual documents on behalf of the Bidder.

Interested Bidders may also submit an original consolidated CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via the online system, "Hawaii Compliance Express". Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.

The successful Bidder shall be responsible for and shall pay the State of Hawai'i general excise tax and all other applicable taxes.

A bid security deposit is not required for this IFB.

The Bid Offer Form is provided in this IFB. See Attachment 2 – Bid Offer Form.

#### **4.1 General Conditions**

The General Conditions of the Contract are attached for interested Bidder's review and information. The General Conditions shall be incorporated into the Contract with the successful Bidder. See Attachment 4 – General Conditions.

## **Section 5**

### **Attachments**

Attachment 1: Contractor's/Vendor's Notice of Intent to Bid

Attachment 2: Bid Offer Form

Attachment 3: Wage Certificate

Attachment 4: General Conditions