

**INVITATION FOR BIDS NO. J11142
FOR AN EXTENDED
WARRANTY PROGRAM TO PROVIDE
FOR THE MAINTENANCE AND REPAIR
OF BELL & HOWELL IMAGING
SCANNERS TO THE JUDICIARY,
STATE OF HAWAII**

NOTE: If this solicitation document was downloaded through the internet, each interested person must register through email, providing contact information to the listed contact person in the Judiciary Contracts & Purchasing Office. Registration is essential for you to receive any addendums or other information for this solicitation. The Judiciary shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this solicitation if an offer is submitted from an incomplete solicitation document.

March 7, 2011

NOTICE TO OFFERORS

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must register** your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

Registration

Submit via facsimile or email to: Facsimile No.: (808) 538-5802
E-mail Address: jonathan.h.wong@courts.state.hi.us

Provide the following information:

- Name of Company
- Telephone Number
- Solicitation Number
- Mailing Address
- Facsimile Number
- FedEx (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided)
- Name of Contact Person
- E-mail Address

THE JUDICIARY, STATE OF HAWAII
HONOLULU, HAWAII
INVITATION FOR BIDS NO. J11142

March 7, 2011

Sealed Offers FOR AN EXTENDED WARRANTY PROGRAM TO PROVIDE FOR THE MAINTENANCE AND REPAIR OF BELL & HOWELL IMAGING SCANNERS TO THE JUDICIARY, STATE OF HAWAII, will be received at:

The Judiciary, State of Hawaii
Financial Services Division
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807

up to and will be opened at 2:00 pm Hawaii Standard Time on March 22, 2011.

Offers received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our website www.courts.state.hi.us under "General Information/Business with the Judiciary", and must be in accordance with the accompanying instructions.

Questions relating to the technical aspects of this Invitation For Bids may be directed to William J. Talley of the JIMS Project at (808) 538-5652, facsimile (808) 538-5424, or email william.j.talley@courts.state.hi.us; other questions may be directed to Jonathan Wong in the Contracts & Purchasing Office, at (808) 538-5805, facsimile (808) 538-5802, or email jonathan.h.wong@courts.state.hi.us.



Janell M. Kim
Financial Services Administrator

(Judiciary & SPO Websites: March 7, 2011)

J11142

Table of Contents

SECTION ONE - INTRODUCTION AND BACKGROUND.....	1
1.1 Introduction And Background	1
1.2 Significant Dates	1
SECTION TWO - SPECIFICATIONS	2
2.1 General Information	2
2.2 Technical Specifications	4
2.3 General Requirements	5
SECTION THREE - SPECIAL PROVISIONS	7
3.1 Scope.....	7
3.2 Officer-In-Charge	7
3.3 Term Of Contract	7
3.4 Offer Preparation.....	7
3.5 Written Inquiries	9
3.6 Submission Of Offers	9
3.7 Offeror Qualification	10
3.8 Award.....	10
3.9 Contract Execution And Extension	12
3.10 Contract Bond.....	13
3.11 Permits, Certificates, And Licenses	13
3.12 Pricing Information And Adjustments.....	13
3.13 Invoicing.....	14
3.14 Payment.....	14
3.15 Contract Staffing Requirements	14
3.16 Termination For Cause.....	14
3.17 Liquidated Damages	15
3.18 Campaign Contributions By State And County Contractors.....	15
3.19 Interpretation Of Provisions	15
3.20 Conflicts And Variations	16
SECTION FOUR – OFFER FORM.....	OF-1
4.1 Offer Sheet.....	OF-3
4.2 Additional Information.....	OF-4
SECTION FIVE- ATTACHMENTS	

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REPAIR OF BELL & HOWELL IMAGING SCANNERS TO THE JUDICIARY,
STATE OF HAWAII**

SECTION ONE - INTRODUCTION AND BACKGROUND

1.1 INTRODUCTION AND BACKGROUND

The Judiciary, State of Hawaii invites your company to submit a written bid for an Extended Warranty Program to Provide for the Maintenance and Repair of Bell & Howell Imaging Scanners to the JIMS Project.

JIMS stands for the Judiciary Information Management System and is a large project intended to implement a single, integrated case management system for all of the different case types handled by the Hawaii Judiciary. A phased approach is being taken toward the implementation of JIMS and the first phase, for traffic violations, was implemented in November 2005. That implementation saw the installation of approximately 27 Bell & Howell imaging scanners in a variety of court locations across the state. These scanners are used for implementing the “digital record” portion of JIMS. For the traffic module, the most significant volume of scanning is of traffic citations.

The JIMS Project Team has the responsibility of maintaining the operation of a JIMS module, once it is implemented. These scanners have been continually maintained by certified Bell & Howell maintenance contractors. The provisions of the existing maintenance contract are the same provisions of this IFB. The current contract expires on April 13, 2011. It is the JIMS Project Team, therefore, that will serve as the primary coordination point with the selected vendor for the Bell & Howell imaging scanner extended warranty program.

1.2 SIGNIFICANT DATES

Advertisement	March 7, 2011
Deadline for Questions	March 14, 2011
Response to Written Questions	March 16, 2011
BIDS DUE	March 22, 2011, 2:00 pm HST
Tentative Notice of Award	March 24, 2011
Tentative Notice to Proceed	April 14, 2011

END OF SECTION ONE

SECTION TWO - SPECIFICATIONS

2.1 GENERAL INFORMATION

2.1.1 This Invitation for Bids (IFB) solicits offers from vendors for an extended warranty program to provide for the maintenance and repair of Bell & Howell imaging scanners as specified by the JIMS Project of the Judiciary, State of Hawaii.

2.1.2 There are currently 27 Bell & Howell imaging scanners utilized by the JIMS project. These scanners are located at a variety of Judiciary sites throughout the state.

2.1.3 Current locations of the Bell & Howell imaging scanners utilized by the JIMS project are as follows:

Item No.	Island	Site Address	Scanner Model	Quantity	Serial Numbers
1	Oahu	Kauikeaouli Hale 1111 Alakea Street Honolulu, HI 96813	Sidekick 1400	4	74153DC1120 45540413 7414YDA1282 74146DA1163
2			Truper 3600	2	85163DA1274 85164DA1445
3			Spectrum 8125	1	JTP7210208
4		ADLRO 2875 S. King Street Honolulu, HI 96826	Spectrum XF 8140	1	LWM8210131
5		Abner Paki Hale 45-939 Pookela Street Kaneohe, HI 96744	Sidekick 1400	1	K4554-0277
6		Ewa District Court 870 Fourth Street Pearl City, HI 96782	Sidekick 1400	1	7414YDA1291
7		Waianae District Court 4675 Kapolei Parkway Kapolei, HI 96707	Sidekick 1400	1	74146DA1159
8		Wahiawa District Court 1034 Kilani Avenue Wahiawa, HI 96786	Sidekick 1400	1	74146DA1174

9	Maui	Hoapili Hale 2145 Main Street Wailuku, HI 96793	Sidekick 1400	2	7414XDA1253 74153DC1093
10			Truper 3200	2	8346ZDA1685 8346ZDA1654
11		Lahaina District Court 1870 Honoapiilani Highway Lahaina, HI 96761	Sidekick 1400	1	74146DA1167
12			Truper 3200	1	8346ZDA1660
13	Molokai	Molokai District Court 55 Makaena Street Kaunakakai, HI 96748	Sidekick 1400	1	7414XDA1267
14	Hawaii	Hilo Judiciary Complex 777 Kilauea Avenue Hilo, HI 96720	Sidekick 1400	1	7414YDA1277
15			Truper 3200	1	83466DA1303
16		Waimea Civic Center 67-5187 Kamamalu Street Kamuela, HI 96743	Sidekick 1400	1	7414YDA1284
17		Keakealani Building 79-1020 Haukapila Street Kealakekua, HI 96750	Sidekick 1400	1	74157DC1589
18	Truper 3200		1	8364DA1245	
19	Kauai	Puuhonua Kaulike 3970 Kaana Street Lihue, HI 96766	Sidekick 1400	1	74158DC1640
20			Truper 3200	2	83466DA1310 83466DA1312
			TOTAL	27	

2.1.4 The imaging scanners are of varying ages and establishing accurate acquisition dates for each is difficult.

2.1.5 It is the Judiciary's desire to treat the extended warranties for all of its document imaging scanners, listed above, as one group such that all of the extended warranty coverage for all of its imaging scanners begin and end in the same annual period.

2.1.6 The Judiciary's normal business hours are from 7:45 am to 4:30 pm, Hawaii Standard Time ("HST"), Monday through Friday, except for state holidays. The maintenance and repair services provided by the imaging scanner extended

warranty program shall be available, at a minimum, on the Judiciary's normal business days, from 8:00 am to 5:00 pm, HST.

2.2 TECHNICAL SPECIFICATIONS

2.2.1 The repair of imaging scanners covered by this extended warranty program includes services required to restore improperly, or non-working scanners to satisfactory operating conditions including, but not limited to the repair or replacement of parts and components determined to be defective. The selected contractor shall have the option to repair or replace the covered scanner with a replacement scanner that performs pursuant to the manufacturer's specifications of the scanner being replaced. In this case, the selected contractor shall be responsible for all costs associated with the delivery and installation of the replacement scanner as well as all costs associated with the removal of the scanner being replaced.

2.2.2 Periodic maintenance services consisting of routine maintenance services required to keep the covered scanners in proper operating condition shall be provided by the selected vendor under this extended warranty program.

2.2.3 Periodic maintenance and repair services, however, do not include consumable parts such as fuses, belts, glass flats, lamps, tires, or repair to a scanner operated in a manner beyond the published product specifications, or subject to alteration, modification, misuse, negligence, and/or accident.

2.2.4 The performance of preventative maintenance and error recovery procedures, as documented in the individual scanner's user manual, however, shall be the responsibility of the Judiciary under this extended warranty program.

2.2.5 Certified Repair Technicians

The selected vendor shall only utilize Bell & Howell certified repair technicians for the maintenance and repair services to be performed under this imaging scanner extended warranty program.

2.2.6 Service Levels and Response Times

The following types of service and associated response times are required for this imaging scanner extended warranty program:

2.2.6.1 Next Business Day Service

For the Truper 3200, Truper 3600, Spectrum 8125D, and Spectrum XF 8140 imaging scanner models, the selected vendor shall commence problem diagnosis, resolution, maintenance and/or repair services on the first business day following the business day that the incident was reported. Incidents reported after 5:00 pm, HST, on a business day, but before 8:00 am, HST, of the following business day, shall be treated as though the incident was reported on the following business day.

2.2.6.2 Advance Unit Replacement

For the Sidekick 1400 imaging scanner model, the selected vendor shall commence problem diagnosis, resolution, and/or replacement unit shipping within two hours of the Judiciary placing an incident report. For incident reports placed after 2:45 pm on a business day, HST, the selected vendor shall have the option to commence problem diagnosis, resolution, and/or replacement unit shipping no later than 8:00 am, HST, on the next business day

If it is deemed that a replacement scanner is needed for problem resolution, the selected vendor shall ship a replacement scanner, of similar function to the Sidekick 1400 to the location of the scanner being replaced. The replacement scanner shall perform pursuant to the manufacturer's specifications for the Sidekick 1400. Replacement scanners shall be shipped via next-business-day shipping class and shall include suitable shipping/packing materials for the Judiciary to ship the scanner being replaced back to the selected vendor, postage paid. The Judiciary shall ship the scanner being replaced to the selected vendor within five business days of receipt of the replacement scanner.

2.3 GENERAL REQUIREMENTS

2.3.1 Incident Reporting

The selected vendor shall have a toll-free incident reporting telephone number available to the Judiciary for reporting malfunctioning imaging scanners. The ability to report via this toll-free telephone number and obtain a response to the reported incident shall be made available from 8:00 am through 5:00 pm, HST, on Judiciary's normal business days.

2.3.2 Upon request, the selected vendor shall be capable of producing suitable documentation to attest to the fact that its repair technicians are certified Bell & Howell repair technicians.

2.3.3 Bid prices shall include all costs and materials for services to be provided under this scanner extended warranty program. This includes expenses like travel, per diem, parking, car rental, shipping, shipping/packing materials, etc. Bid prices, however, do not include consumable parts such as fuses, belts, glass flats, lamps, tires, or repairs and/or parts or replacements to a scanner operated in a manner beyond the manufacturer's published product specifications, or subject to alteration, modification, misuse, negligence, and/or accident.

2.3.4 The selected vendor shall be capable of providing the services under this scanner extended warranty program at all Judiciary scanner locations statewide, as listed, and shall be able to meet or exceed the minimum service levels and response times as specified.

2.3.5 Changes to the List of Scanners Covered Under this Program

2.3.5.1 Additions

Other Bell & Howell imaging scanners, similar to the models listed and for similar program coverage, shall be allowed to be added to the list of covered scanners upon thirty (30) days advance notice. Such notice by the Judiciary to the selected vendor shall include required information such as scanner make, model, serial number, and location. The selected vendor shall be allowed to inspect and, if necessary, repair such scanners at the Judiciary's expense based on the selected vendor's then current rates for parts, labor and expenses. Such scanners shall be added to the covered scanners list based on a pro-rata monthly fee and number of months remaining in the then currently active annual period of the overall imaging scanner extended warranty program. E.g., if a scanner equivalent to a Sidekick 1400 is added with three months remaining in the current annual program period, the cost of that added scanner shall be three times the monthly pro-rated (annual rate divided by twelve) cost for the coverage of a Sidekick 1400 already covered under the program. Any additions within a month shall be treated as though it was added at the beginning of that month.

2.3.5.2 Deletions

Deletions from the list of covered scanners shall be allowed upon thirty (30) days advance notice. In this case, the Judiciary shall be entitled to a credit from the selected vendor based on a pro-rata monthly fee, based on the effective date of the deletion, for the scanner being deleted and the number of months remaining in the then currently active annual period of the overall imaging scanner extended warranty program. Any deletions within a month shall be treated as though it was deleted at the end of that month with the deletion being effective at the beginning of the next month.

2.3.5.3 Location Changes

Changes in the location of covered scanners shall be allowed upon mutual agreement between the selected vendor and the Judiciary. Any impact of such a change in location to the cost of the extended warranty coverage for that scanner shall be mutually agreed to between the selected vendor and the Judiciary. Any location changes within a month shall be treated such that the location change is effective at the beginning of the next month.

- 2.3.6 Other programs within The Judiciary, State of Hawaii will be allowed to obtain maintenance pricing under the same terms and conditions from this price list for their equipment, payable through separate purchase orders. The duration of these separate maintenance agreements shall end simultaneously with this price list contract.

END OF SECTION TWO

SECTION THREE - SPECIAL PROVISIONS

3.1 SCOPE

The contract for the imaging scanner extended warranty program, as specified herein, shall be in accordance with these Special Provisions, Specifications, and the General Conditions.

3.2 OFFICER-IN-CHARGE

For the purposes of this contract, William J. Talley, telephone (808) 538-5420, is the designated Officer-in-Charge (OIC).

3.3 TERM OF CONTRACT

The tentative term of the contract shall be for the period commencing on **April 14, 2011 to April 13, 2012.**

Unless terminated, and subject to the availability of funds, this contract may be extended by The Judiciary for three (3) additional 12-month periods without rebidding, upon mutual agreement in writing at least sixty days prior to expiration.

The Judiciary may terminate the contract at any time upon sixty (60) days prior written notice.

A situation where the selected vendor elects to not renew the contract instead of submitting a renewal quote, or where the Judiciary declines to accept the selected vendor's renewal quote shall be interpreted as a mutually agreed upon contract termination.

The Judiciary may, otherwise, terminate the contract at any time upon sixty (60) days prior written notice. In this event, the Judiciary shall be entitled to a pro-rata monthly credit based on the number of months remaining in the then current annual program. Such termination shall only be allowed effective at the beginning of a month.

Similarly, the selected vendor may terminate the contract at any time upon sixty (60) days prior written notice. In this event, the Judiciary shall be entitled to a pro-rata monthly credit based on the number of months remaining in the then current annual program. Such termination shall only be allowed effective at the beginning of a month.

3.4 OFFER PREPARATION

All responses must be typewritten on the offer forms provided and on any additional sheets required to meet the detailed responses as stated in the Specifications and/or Special Provisions and must be in accordance with the terms and conditions stated herein. All costs associated with this offer preparation are the sole responsibility of the Offeror. Any offer stating terms and/or conditions contradictory to those included herein may be rejected without further consideration.

- 3.4.1 Legal Name. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the State of Hawaii, Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on Offer Form. Failure to do so may delay proper execution of the contract.
- 3.4.2 Quotation. Prices offered shall be based on delivery of products and services to Judiciary and shall include all applicable costs and taxes including the Hawaii General Excise Tax. If there is a discrepancy in the prices submitted, the unit price submitted will prevail.
- 3.4.3 Wage Certificate. Pursuant to Procedural Requirements Section 3.8, the Wage Certificate is attached to the Offer Form.
- 3.4.3 Additional Information. Provide names and addresses of Joint Contractors/Subcontractors, of References, and of Local Representatives.
- 3.4.4 Proposal Guaranty. A Proposal Guaranty is NOT required for this IFB.
- 3.4.5 Tax Clearance. See General Conditions and Section 3.8, Award for Instructions.
For sealed offer submittal purposes, your tax clearance must be valid on the solicitation's legal ad date or any date thereafter, up to the offer due date. A valid tax clearance certificate received with the offer will remain valid for the contract award.
- 3.4.6 Tax Liability. For information and assistance in determining tax liability under this solicitation, Offerors may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.
- 3.4.7 Hawaii Vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license number, is liable for the Hawaii GET, currently 4.166% or 4.712%*, and the applicable use tax, currently ½%, resulting from this solicitation. (**Note: The 4.712% GET rate applies to sales made on Oahu only; the 4.166% GET rate affects the neighboring islands of Hawaii. See State of Hawaii Dept. of Taxation website for further clarification: http://www.hawaii.gov/tax/a2_b2_7csurchg.htm*)
- 3.4.8 Tax-Exempt Vendors. If an Offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.
- 3.4.9 Taxpayer Preference. For evaluation purposes, pursuant to Sec. 103D-1008, HRS, the Offeror's tax-exempt price offer submitted in response to an IFB

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.

3.5 WRITTEN INQUIRIES

Inquiries or questions concerning discrepancies, omissions, non-compliance with any requirement of this Imaging Scanner Extended Warranty IFB, or doubts as to the meaning of specifications, special provisions, general conditions, or selection must be communicated in writing by the date indicated in the Section 1.2, Significant Dates, to the following address:

The Judiciary, State of Hawaii
Financial Services Division
Attn: Jonathan H. Wong
1111 Alakea Street, 6th floor
Honolulu, HI 96813-2807

Facsimile: (808) 538-5802 or [email:jonathan.h.wong@courts.state.hi.us](mailto:jonathan.h.wong@courts.state.hi.us)

Offeror may provide its express mail service account number or FAX number so that responses to questions may be sent to offeror with minimum delay. Every effort will be made to ensure that responses are available on a timely basis, however, the Judiciary is not responsible for offeror's late receipt of responses to written questions due to carrier delays.

3.6 SUBMISSION OF OFFERS

Offerors shall submit three (3) sets (1 original + 2 copies) of their sealed offer no later than the date and time indicated in Section 1.2, Significant Dates, to:

The Judiciary, State of Hawaii
Financial Services Division
Attention: Jonathan H. Wong
1111 Alakea Street, 6th Floor
Honolulu, HI 96813-2807

OFFERS RECEIVED AFTER THE DATE AND TIME SPECIFIED SHALL NOT BE ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED.

Offers on CD. As an option to submitting hard copies (orig. +2) of your entire offer packet, offers may be submitted on CD (3 copies of CD) in Adobe's pdf format along with hard copies of the Offer Form, all no later than the date and time indicated in the Section 1.2, Significant Dates, of this IFB.

Offers via electronic submittal. As another option to submitting hard copies of your offer packet, offers may be submitted no later than the date and time indicated in the Significant Dates section of this IFB to the above Purchasing Specialist via email or facsimile.

Offeror bears responsibility for transmission. Offerors who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the purchasing agency and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents.

By opting to submit documents by electronic means, Offerors assume all risk that a purchasing agency's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

3.7 OFFEROR QUALIFICATION

- 3.7.1 Experience: At the time of offer and throughout the contract period, Offeror shall have an established place of business located in Hawaii staffed with Bell & Howell repair certified technicians capable of providing the services covered under this extended warranty program.
- 3.7.2 References. Offeror shall indicate on the Offer Form pages the names, addresses, telephone numbers, and contact persons of two (2) companies, preferably within the state of Hawaii, for which the offeror has provided services similar to those specified in this IFB. All references must have been active clients for services similar to those specified in this IFB within the past three (3) years. The Judiciary reserves the right to contact any of the listed companies to inquire about the offeror's performance. The Judiciary reserves the right to reject the offer submitted by any offeror who has not performed services that are similar in nature to the services required in this IFB or whose performance on other jobs for this type of service has been proven unsatisfactory. (See References section in Offer Form, for further details.)
- 3.7.3 Local Representative. Offeror shall have and identify a local representative (in Hawaii) in order to qualify for award. The local representative must be located within the state of Hawaii, from where he/she will be available to perform the services specified by this IFB, on Judiciary's normal business days, from 8:00 a.m. through 5:00 p.m., HST. At least one local representative shall be available to perform the services specified by this IFB for the duration of the contract period. Failure on the part of the Offeror to meet this requirement shall result in rejection of the related Offer.

3.8 AWARD

- 3.8.1 Method of Award. Award, if any, will be made to the responsive and responsible offeror submitting the lowest TOTAL BID PRICE. Offerors must submit a bid for all items in order to qualify for award.
- 3.8.2. HRS Chapter 237 Tax Clearance requirement for award. Pursuant to §103D-328, HRS, prior to the execution of the contract, the successful Offeror shall be required to submit a tax clearance certificate issued by the State of Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary.

The Contractor is required to submit a tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract.

The tax clearance certificate may be obtained from the following site: <http://www6.hawaii.gov/tax/2010/a6.pdf> or by facsimile/mail at (808) 587-7522 or 1-800-222-7572.

- 3.8.3. HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 103D-310(c), HRS, Form LIR#27* which is available at <http://hawaii.gov/labor/forms/DCD-LIR27.pdf> or at the neighbor island DLIR District offices. The DLIR will return the form to the Offeror which in turn shall submit it to the Judiciary Contracts & Purchasing Office at 1111 Alakea Street, 6th Floor, Honolulu, HI 96813.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR, and not the Judiciary. However, the certificate shall be submitted to the Judiciary.

- 3.8.4. Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

- 3.8.5. **Hawaii Compliance Express.** Alternatively, instead of separately applying for these certificates at the various state agencies, vendors may choose to use

the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov/hce/splash/welcome.html> to acquire a "Certificate of Vendor Compliance." The HCS provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for **both contracting purposes and final payment**. Under Hawaii Law, Vendors must provide proof of compliance in order to receive a contract greater than \$25,000.00 with state and counter government entities in Hawaii. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

- 3.8.6. Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, an offer **otherwise responsive and responsible may not receive the award**.
- 3.8.7. Insurance. The Contractor shall, at his own expense, procure and maintain in full force and effect throughout the term of the contract. The policy or policies of insurance maintained by Contractor shall provide the following limit and coverage:
- 3.8.7.1 Comprehensive General Liability Insurance (occurrence form) of **\$2,000,000.00** combined single limit.
- 3.8.7.2 Workers' Compensation, Temporary Disability, Unemployment Insurance, and Prepaid Health Care to cover all of his employees working in any capacity in executing the contract.

Such insurance policies shall include a proviso whereby the insurer shall notify the Financial Services Administrator in writing of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change. Furthermore, the policies shall name the Judiciary as additional insured.

Failure of the contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the Judiciary to exercise any or all of the remedies provided in this contract for a default of the contractor.

Prior to execution of the contract, the successful Offeror shall provide proof of coverage of insurance requirements set forth under this section.

3.9 CONTRACT EXECUTION AND EXTENSION

- 3.9.1 Execution: The successful Offeror receiving the award shall be required to enter into a formal written contract with the Judiciary. The following

documents are required for award of a contract: an original or certified copy of a tax clearance issued by the State of Hawaii Department of Taxation and Internal Revenue Service, Certificate of Compliance issued by the State of Hawaii Department of Labor, and Certificate in Good Standing issued by the State of Hawaii Department of Commerce and Consumer Affairs. Upon execution of the contract, the Judiciary shall issue a Notice to Proceed, specifying the contract commencement date.

No work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor arising prior to the official starting date.

- 3.9.2 Extension: If option to extend for an additional period is mutually agreed upon, pursuant to Section 3.3, Term of Contract, the Contractor shall be required to execute a supplement to the contract. Any contract extension must be executed by the Contractor no less than thirty (30) days prior to the scheduled date of termination otherwise the requirement must be rebid. All contract extensions are subject to the availability of funds.

3.10 CONTRACT BOND

Contract Bond is NOT required for this contract.

3.11 PERMITS, CERTIFICATES, AND LICENSES

The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of work specified.

3.12 PRICING INFORMATION AND ADJUSTMENTS

- 3.12.1 No price increase will be allowed during the initial 12-month period and additional three 12-month extensions of the contract. However, in the event of a general price decline, the Judiciary will be entitled to reductions given to similar customers.
- 3.12.2 Price Escalation. Rate increases that are approved for the same services provided to other government agencies may be negotiated with the Judiciary for consideration.
- 3.12.3 Price Changes. Contractor shall have an opportunity to reflect pricing changes during the annual renewal quote process that occurs at least sixty (60) days prior to the end each annual program coverage end date.
- 3.12.4 Other programs within the Judiciary will be allowed to obtain maintenance pricing under the same terms and conditions from this price list for their equipment, payable through separate purchase orders. The duration of these

separate maintenance agreements shall end simultaneously with this price list contract.

3.13 INVOICING

Contractor shall submit an invoice for the imaging scanner extended warranty services to the fiscal office designated on the purchase order. The components/services shall be delivered to the location of record associated with the imaging scanner requiring the component/service.

3.14 PAYMENT

Section 103-10, HRS, provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods & services to make payment. For this reason, the Judiciary will reject any offer submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The Judiciary will not recognize any requirement established by the Offeror and communicated to the Judiciary after award of the contract which requires payment within a shorter period or interest payment not in conformance with statute.

3.15 CONTRACT STAFFING REQUIREMENTS

Personnel whose names and resumes are submitted in the offer shall not be removed from this project without prior approval of the Judiciary. Substitute or additional personnel shall not be used for this project until a resume is received and approved by the Officer-in-Charge (OIC).

Personnel changes that are not approved by the OIC may be grounds for contract termination.

The Judiciary shall have the right, and the Contractor will comply with, any request to remove personnel from all work on this project effective immediately upon notification by the OIC.

3.16 TERMINATION FOR CAUSE

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to ensure meeting or exceeding the minimum service requirements and response times of the imaging scanner extended warranty program.
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
4. Discontinues the prosecution of the work or services.

5. Otherwise breaches any term of the contract.
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, does not proceed in accordance therewith, then the Judiciary will have full power and authority, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods as are deemed necessary to complete the contract in an acceptable manner.

In this case, all costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, shall be offset from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand thereof.

3.17 LIQUIDATED DAMAGES

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages being difficult, if not impossible, to ascertain shall be estimated, agreed upon and fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the vendor delays in completing any item of the contract after the required date of said completion. The total sum due for such delay, shall be deducted from any payments due or to become due to the vendor.

3.18 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

3.19 INTERPRETATION OF PROVISIONS

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the Officer-in-Charge with the approval of the Financial Services Administrator, or the interpretation made by the Financial Services Administrator, shall govern and control. In addition, the parties hereto agree that said Financial Services Administrator, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

3.20 CONFLICTS AND VARIATIONS

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control.

END OF SECTION THREE

SECTION FOUR – OFFER FORM

INVITATION FOR BIDS NO. J11142

FOR AN EXTENDED WARRANTY PROGRAM TO PROVIDE FOR THE
MAINTENANCE AND REPAIR OF BELL & HOWELL IMAGING SCANNERS TO
THE JUDICIARY, STATE OF HAWAII

Offeror: _____

Honolulu, Hawaii

_____, 2011

Financial Services Administrator
The Judiciary, State of Hawaii
Kauikeaouli Hale
1111 Alakea Street, Sixth Floor
Honolulu, Hawaii 96813

Dear Financial Services Administrator:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions dated _____ by reference made a part hereof and available upon request; 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, Hawaii Revised Statutes, concerning prohibited State contracts, and (2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes AN EXTENDED WARRANTY PROGRAM TO PROVIDE FOR THE MAINTENANCE AND REPAIR OF BELL & HOWELL IMAGING SCANNERS TO THE JUDICIARY, STATE OF HAWAII, for the total price of:

_____ (\$ _____)The
undersigned represents: (check one only)

- a **Hawaii Business** Incorporated or organized under the State of Hawaii; **OR**
- a **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State of Hawaii that is capable of fully performing under the contract.

Offeror is a:

- Sole Proprietor Partnership Corporation Joint Venture
 Other _____

Federal I.D. No. _____

Hawaii General Excise Tax License Identification No. _____

Payment address (other than street address below) _____

City, State, Zip Code _____

Business Address: _____

City, State, Zip Code _____

Date: _____

Respectfully submitted,

Phone No. _____

Authorized (original) signature

Facsimile No. _____

Email Address _____

Name and Title (Please type or print)

*

Exact Legal Name of Business

(Offeror)

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

4.1 OFFER SHEET

The following offer is hereby submitted FOR AN EXTENDED WARRANTY PROGRAM TO PROVIDE FOR THE MAINTENANCE AND REPAIR OF BELL & HOWELL IMAGING SCANNERS TO THE JUDICIARY, STATE OF HAWAII. Prices shall include all applicable costs, including any equipment inspection expenses, and taxes including the Hawaii Genral Excise Tax.

Item No.	Site Address	Scanner Model	Serial Numbers	Factory Warranty Expiraton Date	Type of Coverage	Bid Amount for First Annual Period Coverage
1	Kauikeaouli Hale 1111 Alakea Street Honolulu, HI 96813	Sidekick 1400	74153DC1120 45540413 7414YDA1282 74146DA1163	Expired	Advance Unit Replacement	
2		Truper 3600	85163DA1274 85164DA1445	Expired	Next Business Day	
3		Spectrum 8125	JTP7210208	Expired	Next Business Day	
4	ADLRO 2875 S. King Street Honolulu, HI 96826	Spectrum XF 8140	LWM8210131	04/16/2008	Next Business Day	
5	Abner Paki Hale 45-939 Pookela Street Kaneohe, HI 96744	Sidekick 1400	K4554-0277	Expired	Advance Unit Replacement	
6	Ewa District Court 870 Fourth Street Pearl City, HI 96782	Sidekick 1400	7414YDA1291	Expired	Advance Unit Replacement	
7	Waianae District Court 4675 Kapolei Parkway Kapolei, HI 96707	Sidekick 1400	74146DA1159	Expired	Advance Unit Replacement	
8	Wahiawa District Court 1034 Kilani Avenue Wahiawa, HI 96786	Sidekick 1400	74146DA1174	Expired	Advance Unit Replacement	
9	Hoapili Hale 2145 Main Street Wailuku, HI 96793	Sidekick 1400	7414XDA1253 74153DC1093	Expired	Advance Unit Replacement	
10		Truper 3200	8346ZDA1685 8346ZDA1654	06/28/08 06/28/09	Advance Unit Replacement	
11	Lahaina District Court 1870 Honoapiilani Highway Lahaina, HI 96761	Sidekick 1400	74146DA1167	Expired	Advance Unit Replacement	
12		Truper 3200	8346ZDA1660	06/28/08	Next Business Day	
13	Molokai District Court 55 Makaena Street Kaunakakai, HI 96748	Sidekick 1400	7414XDA1267	Expired	Advance Unit Replacement	

14	Hilo Judiciary Complex 777 Kilauea Avenue Hilo, HI 96720	Sidekick 1400	7414YDA1277	Expired	Advance Unit Replacement	
15		Truper 3200	83466DA1303	Expired	Next Business Day	
16	Waimea Civic Center 67-5187 Kamamalu Street Kamuela, HI 96743	Sidekick 1400	7414YDA1284	Expired	Advance Unit Replacement	
17	Keakealani Building 79-1020 Haukapila Street Kealahou, HI 96750	Sidekick 1400	74157DC1589	Expired	Advance Unit Replacement	
18		Truper 3200	8364DA1245	Expired	Next Business Day	
19	Puuhonua Kaulike 3970 Kaana Street Lihue, HI 96766	Sidekick 1400	74158DC1640	Expired	Advance Unit Replacement	
20		Truper 3200	83466DA1310 83466DA1312	Expired	Next Business Day	
BID AMOUNT		TOTAL NUMBER OF ITEMS 1 THROUGH 27			TOTAL	\$

NOTE 1: Bid amounts shall include all applicable taxes and expenses. Be advised that all contracts are subject to the availability of funds.

NOTE 2: Other programs within The Judiciary, State of Hawaii will be allowed to obtain maintenance pricing under the same terms and conditions from this price list for their equipment, payable through separate purchase orders. The duration of these separate maintenance agreements shall end simultaneously with this price list contract.

4.2 ADDITIONAL INFORMATION

A. Joint Contractors/Subcontractors

The Offeror certifies that the following is a complete list of all contractors and subcontractors who will be engaged by the Offeror on the project to perform the nature and scope of work indicated. The Offeror further understands that only those joint contractors and subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Offeror with his own employees. If no joint contractor or subcontractor is listed, it shall be construed that all of the work shall be performed by the Offeror with his own employees.

Provide the complete firm name, address and phone number of the joint contractor or subcontractor. Any modification to this list, subsequent to the award of this contract must be approved by the OIC.

NAME OF SUBCONTRACTOR	ADDRESS	PHONE/FACSIMILE/EMAIL

B. References

FAILURE TO COMPLETE ANY OF THE FOLLOWING ITEMS MAY RESULT IN THE DISQUALIFICATION OF THE SUBMITTED OFFER.

Names and addresses of companies other than the Judiciary and preferably within the State of Hawaii, for which the undersigned has provided an extended warranty program to provide for the maintenance and repair of Bell & Howell imaging scanners that is similar in nature and volume of services specified in the attached specifications. Refer to References section of the enclosed offer.

COMPANY/AGENCY NAME & CONTACT	ADDRESS	PHONE/FACSIMILE/EMAIL

C. Name and Address of Local Representative

Any modification to this list, subsequent to the award of this contract must be approved by the OIC.

COMPANY NAME & CONTACT	ADDRESS	PHONE/FACSIMILE/EMAIL

D. Miscellaneous

Offerors are strongly urged to carefully review all requirements of this IFB and ensure that their offers will be responsive to all requirements. We specifically call attention to Section 2, Specifications as our informal survey of various “standard” extended warranty program offerings from different vendors have shown some variance in coverage. We specifically have noted program differences in: (1) Section 2.2.2, Periodic Maintenance Services; and (2) Section 2.2.6.2, Advance Unit Replacement.

For Periodic Maintenance Services, our survey indicates that some programs cover this item and others might not. The Judiciary intends for this kind of service to be included in the price of its imaging scanner extended warranty program.

For Advance unit Replacement, our survey indicates variance in the coverage of shipping costs between the different programs. The Judiciary intends for **ALL** shipping costs associated with Advance Unit Replacement to be included in the price of its imaging scanner extended warranty program. This includes the shipping of a replacement unit to the Judiciary as well as the shipping of the replaced unit back to the selected vendor. It also includes the cost of all suitable shipping/packing materials associated with these shipments.

Please note that our calling attention to these specific items is not intended to be an exhaustive list of coverage differences between different vendor’s product offerings. Offerors are strongly urged to ensure that their offers will be responsive to all of the requirements contained in this IFB.

WAGE CERTIFICATE
(for Service Contracts)

Subject: INVITATION FOR BIDS NO. J11142

Project Description: AN EXTENDED WARRANTY PROGRAM TO PROVIDE FOR THE MAINTENANCE AND REAPIR OF BELL & HOWELL IMAGING SCANNERS TO THE JUDICIARY, STATE OF HAWAII

Pursuant to Section 103-55, Hawaii Revised Statutes, I hereby certify that if awarded the contract in excess of \$25,000.00, 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 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 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 wages required by Section 103-55, Hawaii Revised Statutes.

Offeror: _____

Signature: _____

Name: _____

Title: _____

Date: _____

END OF SECTION FOUR

SECTION FIVE – ATTACHMENTS

GENERAL CONDITIONS
PROCEDURAL REQUIREMENTS
PUBLICATION 1, INFORMATION ON TAXES
TAX CLEARANCE APPLICATION
CERTIFICATE OF COMPLIANCE