

**INVITATION FOR BIDS  
NO. J12180**

**TO FABRICATE, PRINT, AND DELIVER  
VARIOUS TRAFFIC CITATION FORMS FOR  
THE JUDICIARY, STATE OF HAWAII**

**SEPTEMBER 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 FAX or E-MAIL to:      FAX No.:                      (808) 538-5802  
E-mail Address:      [newton.t.sakamoto@courts.state.hi.us](mailto:newton.t.sakamoto@courts.state.hi.us)

### Provide the following information:

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

## INVITATION FOR BIDS NO. J12180

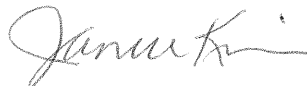
The Judiciary, State of Hawaii  
September 6, 2011

Competitive Sealed Bids to **Fabricate, Print, and Deliver Various Traffic Citation Forms for The Judiciary, State of Hawaii**, will be received at:

The Judiciary, State of Hawaii  
Financial Services Division  
Kauikeaouli Hale  
1111 Alakea Street, 6<sup>th</sup> Floor  
Honolulu, Hawaii 96813

up to and will be opened at **2:00 P.M., H.S.T., on SEPTEMBER 22, 2011.**

Bids 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 (<http://www.courts.state.hi.us/>, go to: General Information, Business with the Judiciary) and must be in accordance with the accompanying instructions. Questions relating to this bid solicitation shall be directed to Mr. Newton Sakamoto, in the Contract and Purchasing Office, at (808) 538-5805, Fax (808) 538-5802, or email [newton.t.sakamoto@courts.state.hi.us](mailto:newton.t.sakamoto@courts.state.hi.us).



Janell Kim  
Financial Services Administrator

Judiciary & SPO Website: September 7, 2011

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### ATTACHMENTS

General Conditions dated February 2001  
Procedural Requirements dated May 2003

## SECTION 1 - SPECIFICATIONS

Offerors have been provided with sample forms of each type of citation to be printed and are hereby notified that the Contractor selected will be required to produce forms identical to the samples in every respect except for the below listed changes and changes indicated on samples (to be provided to at time of award). For the convenience of bidders and the Contractor selected, Judiciary has included written specifications; however, Judiciary makes no warranty that these written specifications are in fact identical in all respects with the samples provided. Samples shall control except for the below listed changes and changes indicated on samples.

The Judiciary's Officer-in-Charge will provide Contractor with final composition (text) of all forms after award.

NOTE THAT THE FORM'S COMPOSITION (TEXT) VARIES FROM CIRCUIT TO CIRCUIT.

### CHANGES TO SAMPLES

#### Detailed Requirements

- 1.3 Paper Specs: Order of colored sheet 2 and 3 have changed as follow:  
2<sup>nd</sup> sheet: Canary bond, CFB, #14 (recycled)  
3<sup>rd</sup> sheet: light blue bond, CF #15 (virgin)
- 1.4 Marginal Notations: Marginal word of sheet 2 and 3 have changed as follows:  
2<sup>nd</sup> sheet: Defendant  
3<sup>rd</sup> sheet: Officer

## General Requirements

The white and yellow sheets (paper), chipboard and envelopes **shall** be of recycled content as follows: minimum 30% post-consumer recovered material. The blue colored sheet (paper) and cover (index) **need not be of recycled content.**

## Detailed Requirements

- 1.1 Citation Types:            1) Citation for Traffic Crime(s) Arrest  
   2) Notice of Parking Infraction(s)  
   3) Notice of Traffic Infraction(s)
- 1.2 Finish Size:                Citation/Notice: 8-1/2' x 11"; folded in half lengthwise  
   Book: approximate finish size is 4-1/4" x 11"
- 1.3 Paper Specs:                3-part carbonless snap-out sets; black transfer ink.  
  
   1<sup>st</sup> sheet: white bond, CB, #15 (recycled)  
   2<sup>nd</sup> sheet: canary bond, CFB, #14 (recycled)  
   3<sup>rd</sup> sheet: light blue bond, CF, #15(virgin)
- 1.4 Marginal Notations:      Black ink. Centered on bottom, left-half of each sheet.  
  
   1<sup>st</sup> sheet: Court  
   2<sup>nd</sup> sheet: Defendant  
   3<sup>rd</sup> sheet: Officer
- 1.5 Cover:                        Same format as current citations; wrap around with chipboard support.  
   140# index (virgin), or comparable, but not lighter in weight/thickness.  
   Covers to be colored as follows:  
  
   1) Citation for Traffic Crime(s) Arrest - Light Green  
   2) Notice of Parking Infraction(s) - Pink  
   3) Notice of Traffic Infraction(s) - Light Blue
- 1.6 Chipboard Support:        Refer to sample chipboard provided (Made of recycled material).
- 1.7 Binding:                      Wrap around triad cover; scored as necessary (refer to sample citation books). Books to be numbered (imprinted), on the side of the spine so the numbers can be read when stacked on a shelf. Bound (stapled) in sets of 20.
- 1.8 Numbering:                Location:                      Front side of sheets 1,2,3 only, location as noted on samples  
   Number from:                0000001 to  
   Color of Number:         Black crash or collator numbering  
   Prefixes:                      Refer to Special Provisions

- 1.9 Perforating Specs: 2 horizontal: approximately 1/2" from top of form and 7/8" from top of form; parts 1,2,3 glued together with one glue stream between perforations.
- 1.10 Ink Specs: Citation/Notice: 2-sided printing; black ink, except as indicated. Cover: Black ink. QUALITY: Citations shall be clean, clear and free of carbon smearing/smudging of NCR paper on Parts 2 and 3.
- 1.11 Additional Specs: Blueline proof required. Each set must be folded in half, lengthwise. Each book is bound by 2 heavy duty staples at the top. 20 sets per book. Invoice and ship directly to addresses provided.
- 1.12 Bar code: Code 128 type. Front side of sheets 1,2,3 only, location as noted on samples. Must be moisture resistant. Bar code must resist moisture to prevent bar code from smearing/bleeding when contacted by moisture.
- 1.13 Print Date: Print month and year that forms are being printed on bottom right corner of Parts 1 through 3, on bottom center of cover and right corner of envelopes (e.g. 10/11).
- 1.14 General: Show starting and ending numbers of forms on carton labels. Missing numbers must be listed on each carton. A list of missing numbers must also be provided. No overruns.
- 1.15 Quality: Citations shall be clean, clear and free of carbon smearing/smudging of NCR paper on Parts 2 and 3.

1.15 **ENVELOPE**

- 1.15.1 General: Separate from ticket. Use with Notice of Parking Infraction(s) and Notice of Traffic Infraction(s) only.
- 1.15.2 Finish Size: 8-7/8" x 7-1/2"  
 Flap: 8-3/8" x 3-5/8"  
 Other: Closed - 8-7/8" x 3-7/8" (#9 size)
- 1.15.3 Paper Specs: 24# white wove return mailer envelope (recycled content). Mailer has a double flap, one for closure and one for the return portion of the envelope
- 1.15.4 Perforating Specs: 1 horizontal 3/4" from top envelope flap on back side, refer to sample
- 1.15.5 Ink Specs: 2-sided printing on envelope and flap, black ink

1.15.6 Additional Specs: Blueline proof required. Envelopes are finished closed, glue strip on flap to seal. Invoice and ship directly to various circuits as indicated.

1.15.7 Return Addresses: As follows:

- a. District Court of the First CircuitTraffic Violations Bureau  
1111 Alakea Street, 2<sup>nd</sup> Floor  
Honolulu, Hawaii 96813
- b. District Court of the Second Circuit  
Traffic Violations Bureau  
2145 Main Street, 1st Floor, Room 137  
Wailuku, Hawaii 96793
- c. District Court of the Third Circuit - Hilo Division  
Hale Kaulike  
777 Kilauea Avenue  
Hilo, Hawaii 96720
- d. District Court of the Third Circuit - Kona Division  
Keakealani Building  
79-1020 Haukapila Street, Room 219  
Kealahou, Hawaii 96750
- e. District Court of the Third Circuit - South Kohala Division  
Waimea Civic Center  
67-5187 Kamamalu Street  
Kamuela, Hawaii 96743
- f. District Court of the Fifth Circuit  
3970 Kaana Street, Room 206  
Lihue, Hawaii 96766

## SECTION 2 - SPECIAL PROVISIONS

### **2.1 SCOPE**

Work included in this agreement shall be to FABRICATE, PRINT, AND DELIVER VARIOUS TRAFFIC CITATION FORMS FOR THE JUDICIARY. All work shall be performed in accordance with these Special Provisions, Specifications and General Conditions Governing Contracts with the Judiciary dated February 2001, Procedural Requirements Governing RFP's and IFB's dated May 2003, and IFB attached hereto and by reference made a part hereof.

### **2.2 OFFICER-IN-CHARGE**

For the purpose of this agreement, Ms. Linda Tom, Traffic Violations Bureau Manager, telephone number (808) 538-5595, or her designee, is designated Officer-in-Charge.

### **2.3 TERM OF CONTRACT**

The Contractor shall enter into a contract to fabricate, print, and deliver various citation forms for the Judiciary. All work shall commence upon receipt of the Notice to Proceed and all forms shall be **DELIVERED TO THE APPROPRIATE LOCATIONS BY DECEMBER 16, 2011 OR SOONER.**

### **2.4 OFFEROR QUALIFICATION**

#### **2.4.1 Experience**

Offeror shall have at time of bid opening, a minimum of two (2) years printing experience in the State of Hawaii.

#### **2.4.2 References**

Offeror shall list on the Offeror Form at least three (3) references in the State of Hawaii, for whom offeror has performed printing that is similar in nature and volume to services specified herein, that will qualify offeror to perform the project. The Judiciary reserves the right to contact the references provided, and the Judiciary reserves the right to reject the offer submitted by any offeror who has not performed printing that is similar in nature and volume to services required in this bid or whose performance on other jobs for this type of service has been proved unsatisfactory.



### **2.4.3 Local Representative**

Offeror shall have and identify a local representative (in Hawaii) in order to qualify for bid. Local representative must have an office location in the state of Hawaii, from where he/she conducts his/her business during normal working hours and from where he/she will be accessible to requests or complaints. Local representative shall meet with the Judiciary and be available, accountable, and be responsible for the printing and delivery of the citations for the entire duration of job. Failure on the part of the Offeror to meet this requirement shall result in rejection of bid.

## **2.5 OFFER PREPARATION**

Any offer stating terms and conditions contradictory to those included herein shall be rejected without further consideration.

### **2.5.1 Legal Name**

Offeror is requested to submit its bid under its exact legal name as registered at the Department of Commerce and Consumer Affairs, in the appropriate space(s) in the Offer form. Failure to do so may delay proper execution of the contract. The authorized signature on page 3.6 shall be an original signature in ink.

### **2.5.2 Offer Price**

Offer prices shall include all labor, materials, transportation, handling, all applicable taxes and any other expenses necessary to furnish the citations. Offerors must submit an offer for all items and Circuits listed in order to qualify for award. **Should the Contractor be unable to complete and deliver the full order by the December 16, 2011 deadline, the Contractor shall air freight a portion of each order as identified in Section 2.13 of these Special Provision.** See Section 2.13 - DELIVERY in these Special Provisions for further details. The cost to deliver a portion of the full order must be provided in the Offeror Form.

### **2.5.3 Certification of Recycled Content**

Offeror **shall** submit with the offer the attached SPO Form-8, State of Hawaii Certification of Recycled Content, certifying as to the recycled content of the white and yellow sheets, and chipboard and envelopes and signed by any official authorized

to sign on behalf of the manufacturer and must be submitted with the bid.

#### **2.5.4 Proposal Guaranty**

A Proposal guaranty is not required for invitation for this IFB.

#### **2.5.5 Bid Submittal (Samples)**

Offers shall be accompanied by a sufficient number of samples of each form ordered, or by a sufficient number of Offeror's current samples for other work using similar construction and/or specifications, for testing and acceptance.

#### **2.5.6 Hawaii General Excise Tax License**

In accordance with Section 103-53.5, Hawaii Revised Statutes, offeror shall submit their current Hawaii General Excise Tax I.D. number in the space provided on the offer form.

### **2.6 SUBMISSION OF OFFER**

Offerors shall submit their Offer Forms, Certification of Recycled Content Form, and Certificates of Vendor Compliance (if available) **no later than 2:00 p.m., H.S.T. on September 22, 2011 to:**

The Judiciary  
Financial Services Division  
Contract and Purchasing Office  
Kauikeaouli Hale, 6th Floor  
1111 Alakea Street  
Honolulu, Hawaii 96813

Attn: Newton Sakamoto

Offers should be submitted in envelope clearly marked with Bid Number and Title, and should include Offeror's name. **Proposals received after the above date and time specified will not be accepted and shall be returned to the offeror unopened.**

### **2.7 SAMPLE COPY**

Sample copies of the forms may be picked up from the address listed below. It shall be the offeror's responsibility to examine the forms and further familiarize themselves with the amount and kind of work to be performed. Samples of the various citation books are available for examination/inspection only, at the following location: Financial Services

Division, 6th Floor, Kauikeaouli Hale, 1111 Alakea Street, 96813. No additional compensation will be made by reason of any misunderstanding or error regarding the forms to be fabricated and printed or the amount and kind of work involved. Submission of offer shall be evidence that the offeror understands the scope of the project and will comply with the specifications if awarded the contract.

## 2.8 CONTRACT AWARD

Award, if any, shall be made to the responsive and responsible offeror submitting the **lowest Total Bid Price** or if applicable, an Evaluated Total Bid price if an Offeror qualifies for any preference indicated in this IFB. Bid price must be submitted for all items to qualify for award.

Evaluated bid price shall be based on the printing, binding and stationery work preference, and the recycled product preference, where applicable. The evaluated bid prices are for evaluation purposes only, and contract award shall be based on the actual price provided on the Offer Form.

### 2.8.1 Certificates

To be eligible for award, the prospective offerors will be required to submit copies of documents listed below to demonstrate compliance with Section 103D-310(c), HRS. The documents should be applied for and submitted to the Judiciary as soon as possible. **If a valid certificate is not submitted on a timely basis, an offer otherwise responsive and responsible may not receive the contract.** Valid certificates may be submitted with their sealed proposals at the due date and time.

1. Chapter 237, Tax Clearance Certificate;
2. Chapter 103D-310c, Certificate of Compliance, and Certificate of Good Standing for entities doing business in the State of Hawaii.

**Hawaii Compliance Express.** Instead of separately applying for the required documents at the various state agencies, Contractors 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> to acquire a "Certificate of Vendor Compliance." The HCE 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.** Vendors that elect to use the HCE services will be required to pay an annual fee to the Hawaii Information Consortium, LLC (HIC). Alternatively,

vendors choosing not to participate in the HCE program will be required to provide the individual documents listed above.

**2.9 CONTRACT EXECUTION**

The successful offeror receiving award shall be required to enter into a formal written contract with the Judiciary. A performance bond is not required for this contract.

**2.10 PROOFS**

Contractor shall develop and present for approval initial proofs to the Officer-in-Charge within 14 calendar days from the date of the Notice to Proceed. Contractor shall not print any form until the Officer-in-Charge or her designee, have approved in writing the proofs submitted by Contractor. If the first proof of any form included in the Agreement is not in compliance with the Specifications, General Conditions and these Special Provisions, the Officer-in-Charge or her designee shall reject the proof in writing and in the same notice and with appropriate markings on the proof shall notify Contractor of corrections needed. Said rejection shall be promptly mailed to Contractor and shall also be communicated orally to Contractor. Within 7 calendar days after mailing date of said rejection, Contractor shall submit a proof which is in compliance with all of the Specifications, General Conditions and these Special Provisions: if the Contractor fails to timely make said resubmittal as to any form included in the Agreement, then the Judiciary shall have the right to cancel its entire Agreement with the Contractor forthwith in the same manner as is provided for Breach of Contract in Section C.7. of the General Conditions. For the return envelopes, the Contractor must obtain camera ready artwork from the U.S. Postal Service, Business Mailing Entry, for all circuits' envelopes to insure that all format requirements are met. The Contractor must provide the Officer- in-Charge a copy of this artwork for each circuits' return envelope for approval prior to Contractor's printing of the envelopes.

**2.11 QUANTITY**

Quantities listed herein are for the exact amount. Contractor must deliver the exact amount - no overruns or underruns. The Judiciary will not pay for any overruns that the Contractor delivers. However, should there be a need to increase the total quantity prior to runoff, the price per set for the additional quantity shall be the same as or less than the price quoted in the Bid Proposal. Prices for quantities ordered thereafter during the remainder of the contract period may be negotiated with CONTRACTOR.

	<u>Description - Citations</u>	<u>Quantity</u>
2.11.1	<u>District Court of the First Circuit</u>	
	Citation for Traffic Crime(s) Arrest	165,000 sets

Notice of Parking Infraction(s)	275,000 sets
Notice of Traffic Infraction(s)	285,000 sets

2.11.2 District Court of the Second Circuit

Citation for Traffic Crime(s) Arrest	30,000 sets
Notice of Parking Infraction(s)	40,000 sets
Notice of Traffic Infraction(s)	40,000 sets

2.11.3 District Court of the Third Circuit

a. Citation for Traffic Crime(s) Arrest	
• Hilo	33,000 sets
• Kona	15,000 sets
• South Kohala	11,000 sets
b. Notice of Parking Infraction(s)	
• Hilo	30,000 sets
• Kona	15,000 sets
• South Kohala	11,000 sets
c. Notice of Traffic Infraction(s)	
• Hilo	50,000 sets
• Kona	20,000 sets
• South Kohala	23,000 sets

2.11.4 District Court of the Fifth Circuit

Citation for Traffic Crime(s) Arrest	10,000 sets
Notice of Parking Infraction(s)	15,000 sets
Notice of Traffic Infraction(s)	35,000 sets

2.11.5 **Description - Envelopes**

	<b><u>Quantity</u></b>
a. District Court of the First Circuit	410,000
b. District Court of the Second Circuit	66,000
c. District Court of the Third Circuit	
• Hilo	80,000
• Kona	10,000
• South Kohala	20,000
d. District Court of the Fifth Circuit	10,000

## 2.12 NUMBERING

The starting citation number for each of the various citations are as follows:

2.12.1	<u>First Circuit</u>	<u>Starting Citation Nos.</u>
	Citation for Traffic Crime(s) Arrest	1DTC-12- 000001
	Notice of Parking Infraction(s)	1DTP-12-000001
	Notice of Traffic Infraction(s)	1DTI-12-000001
2.12.2	<u>Second Circuit</u>	
	Citation for Traffic Crime(s) Arrest	2DTC-12-000001
	Notice of Parking Infraction(s)	2DTP-12-000001
	Notice of Traffic Infraction(s)	2DTI-12-000001
2.12.3	<u>Third Circuit</u>	
	Citation for Traffic Crime(s) Arrest	
	• Hilo	3DTC-12-000001
	• Kona	3DTC-12-040001
	• South Kohala	3DTC-12-060001
	Notice of Parking Infraction(s)	
	• Hilo	3DTP-12-000001
	• Kona	3DTP-12-035001
	• South Kohala	3DTP-12-055001
	Notice of Traffic Infraction(s)	
	• Hilo	3DTI-12-000001
	• Kona	3DTI-12-055001
	• South Kohala	3DTI-12-080001
2.12.4	<u>Fifth Circuit</u>	
	Citation for Traffic Crime(s) Arrest	5DTC-12-000001
	Notice of Parking Infraction(s)	5DTP-12-000001
	Notice of Traffic Infraction(s)	5DTI-12-000001

## 2.13 PACKAGING

All citation forms shall be packaged in uniform sized cartons of high strength with appropriate shimming and containing no more than 1,000 forms per carton. Packing should be of such a nature that forms will not be damaged during shipment. All boxes shall be clearly marked on the side of the box with the appropriate Circuit, Division, form name, and form number sequence. All envelopes shall be packaged 400 pieces per box and 5 boxes per case (2,000 envelopes per case).

## 2.14 DELIVERY

All citations shall be delivered directly to the appropriate Circuits and in the case of the Third Judicial Circuit, to its respective Divisions by **December 16, 2011**. If Contractor is unable to deliver citation forms by the above due date, Contractor's offer may not be accepted for award.

If Contractor fails to make timely delivery as provided herein, in addition to any other recourse which the Judiciary may have, the Judiciary may terminate the Agreement in accordance with the General Conditions.

**In addition, the parties agree that time is of the essence, therefore, if the Contractor cannot deliver the required order by the December 16, 2011 deadline, the Judiciary may request the Contractor to air freight that portion (quantities listed below) of each Circuit's order. Contractor must complete estimated cost section in the Offer Form. If it becomes necessary to air freight citations forms, Contractor will be required to provide the Judiciary with itemized detail of cost and other supporting documentation for this service.**

**The Judiciary will be responsible for air freighting cost only if the delay in delivery can be contributed to causes beyond Contractors control. If not, Contractor will be responsible for cost to air freight order to meet the delivery deadline.**

<b><u>Circuit</u></b>	<b><u>Traffic Crime(s)</u></b>	<b><u>Parking Infraction(s)</u></b>	<b><u>Traffic Infraction(s)</u></b>	<b><u>Envelopes</u></b>
1 <sup>st</sup>	42,000 sets	52,000 sets	42,000 sets	90,000
2 <sup>nd</sup>	15,000 sets	15,000 sets	15,000 sets	None
3 <sup>rd</sup>	None	None	None	10,000
5 <sup>th</sup>	6,000 sets	6,000 sets	12,000 sets	None

Contractor shall be responsible for any damage to the forms/envelopes up until actual delivery of the forms/envelopes to the appropriate Circuit. The Officer-in-Charge shall determine if Contractor shall replace or reimburse the Judiciary a prorated cost of the

damaged forms.

**All deliveries** including air freight order shall be made **to the room numbers indicated below** unless otherwise instructed in this section, and shall include the stacking of cartons of forms in the appropriate drawing sequence for easy retrieval.

The delivery addresses of the Circuits and Divisions are as follows:

District Court of the First Circuit

**Attn: Jean Watanabe (538-5621)**

Traffic Violations Bureau, Control Section

1111 Alakea Street, 1st Floor

Honolulu, Hawaii 96813

District Court of the Second Circuit

**Attn: Lisa Tamayose, Supervisor**

Traffic Violations Bureau

2145 Main Street, 1st Floor, Room 137

Wailuku, Hawaii 96793

District Court of the Third Circuit - Hilo Division

**Attn: Cheryl Salmo, Supervisor**

Hale Kaulike

777 Kilauea Avenue, Loading Dock

Hilo, Hawaii 96720

District Court of the Third Circuit - Kona Division

**Attn: Star Haleamau, Supervisor**

Keakealani Building

79-1020 Haukapila Street, Room 219

Kealakekua, Hawaii 96750



District Court of the Third Circuit - South Kohala Division

**Attn: Shirley O'Conner, Supervisor**

Waimea Civic Center

67-5187 Kamamalu Street, Courtroom 1

Kamuela, Hawaii 96743

District Court of the Fifth Circuit

**Attn: Wanda S. Shimizu, Traffic Operations Branch Supervisor**

3970 Kaana Street, Room 206

Lihue, Hawaii 96766

**2.15 TECHNICAL ASSISTANCE**

Contractor must provide satisfactory systems and technical assistance and keep the Judiciary abreast of innovations in the realm of business forms and systems.

**2.16 MODIFICATIONS**

Modifications may be made to the Specifications, Special Provisions or other parts of this agreement after formal bid opening if it is in the best interest of the Judiciary.

Before formal bid opening, Judiciary reserves the right to notify all bidders by Addendum of any changes in Specifications or Special Provisions. If Judiciary does so, Judiciary shall thereafter provide a reasonable time period for bidders to incorporate said changes into their bids.

**2.17 QUALITY OF PRODUCT**

Work to be done shall be of a professional quality. Forms shall be clean, clear and free of carbon smearing. Printing shall be uniform in shade and legible and shall have no inking irregularities. Perforations, gluing, numbering, etc. shall be placed and performed exactly as specified. If a significant number of citations printed are found to be defective or not in accordance to specifications, the Contractor will be required to print and deliver the equivalent number of citations/notices that have been determined to be defective or unusable.

The Contractor must print and deliver these forms within 45 days at no additional cost to the Judiciary. In addition to any other remedies which the Judiciary may have under the Agreement or otherwise, Contractor agrees that if the quality of the work is not satisfactory as judged by the Administrative Director of the Courts, it may be considered as non-performance of contract.

## **2.18 LIQUIDATED DAMAGES**

It is mutually understood and agreed by and between the parties to the contract that time is of the essence of this Agreement and that any failure on the part of the Contractor, as to any part or parts of the proposal, to satisfactorily perform all work and to complete delivery of any items in the contract within the time that he/she proposed to make delivery, shall damage the Judiciary, and the amounts of said damages being difficult, if not impossible, of definite ascertainment and proof, liquidated damages shall be the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the Contractor delays in the completion of any item of the contract after the required date of said completion. However, should the supply of forms be depleted at the point of distribution (i.e. Police Dept., etc.), due to the Contractor's failure to satisfactorily perform all work and to complete delivery of any items in the contract within the time that he/she proposed to make delivery, said amounts of Liquidated Damages shall then be estimated, agreed upon and fixed at the sum of NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00) for each and every calendar day in lost revenues to the Judiciary plus the cost charged by a new Contractor to perform the job and to air freight all forms to Hawaii, all of which shall be chargeable to Contractor in the event of Contractor's failure to satisfactorily and timely complete delivery of the product required, and the Contractor hereby agrees to pay the Judiciary as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay, computed as aforesaid, which liquidated damages shall be deducted from any payments due or to become due to the Contractor, and should such payments due be insufficient, Contractor hereby agrees to pay any excess over such payments.

## 2.19 INVOICING AND PAYMENT

Contractor shall be remunerated upon satisfactory delivery of goods to the appropriate location as specified in Section 2.13 - Delivery of these Special Provisions.

Invoices shall be submitted in triplicate to the appropriate addresses listed below.

District Court of the First Circuit  
Attn: Fiscal Office  
1111 Alakea St., 9th Floor  
Honolulu, Hawaii 96813

District Court of the Second Circuit  
Attn: Fiscal Office  
2145 Main St., Room 137  
Wailuku, Hawaii 96793

District Court of the Third Circuit  
Attn: Fiscal Office  
777 Kilauea Avenue  
Hilo, Hawaii 96720-0879

District Court of the Fifth Circuit  
Attn: Fiscal Office  
3970 Kaana Street, Room 205  
Lihue, Hawaii 96766

## 2.20 RECYCLED PRODUCT PREFERENCE

As specified in the General Requirements of the Specifications, Offeror shall provide the white and yellow sheets (paper), chipboard and envelopes as a recycled product.

A ten percent (10%) price preference for recycled product shall be given to the offeror who **offers the entire form** as specified above **including** the blue colored sheet (paper) and wrap-around cover in recycled paper of 30% post-consumer recovered material. To be considered as a recycled product, **the entire** form must be made of recycled paper. A form consisting of both recycled and virgin paper will be considered as virgin paper. Offeror requesting a preference for recycled product shall list each recycled product offered on the attached SPO Form-8, Certification of Recycled Content and submit the form with the bid.

Offeror **shall** indicate in the space provided on the Offer Form whether the entire form is being offered as a recycled product and a preference is being requested.

## **2.21 PRINTING PREFERENCE**

Section 103D-1003, Hawaii Revised Statutes, as amended, states that all bids submitted for printing, binding and stationery contracts for the State in which **all** work will be performed in-state, including **all** preparatory work, press work, bindery work, and any other production-related work, to include shipping costs shall receive a fifteen percent preference for bid evaluation.

Where bids are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid submitted only, the amount bid for work performed out-of-state shall be increased by fifteen (15) percent. The lowest total bid, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

No payment shall be made by the State for printing, binding or stationery work unless it appears that the work was done within the State or was authorized to be done outside the State pursuant to said Act.

The offeror shall indicate, in the space provided on the Offer Form, the location of the shop to be used in performing **all** of the work if awarded the contract.

## **2.22 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 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.

### **2.23 AMENDMENTS**

The contract may be amended by the Judiciary and the Contractor for the purpose of curing ambiguity, or of curing, correcting or supplementing any defective provisions contained therein, or in regard to matters or questions arising under the contract as may be deemed necessary, provided that any such changes or modifications shall be in writing signed by the Judiciary and the Contractor.

### **2.24 STRICT PERFORMANCE**

The parties, by this Agreement, recognize that the JUDICIARY has a right to insist upon strict performance by CONTRACTOR. Any failure by JUDICIARY to insist upon strict performance of any provisions of this Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during any such breach, shall not constitute a waiver of any rights of JUDICIARY under this Agreement.

### **2.25 CONFLICT AND VARIATIONS**

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

**SECTION 3 - OFFER FORM**  
INVITATION FOR BIDS NO. J12180  
TO FABRICATE, PRINT, AND DELIVER  
VARIOUS TRAFFIC CITATION FORMS FOR  
THE JUDICIARY, STATE OF HAWAII

OFFEROR: \_\_\_\_\_

Honolulu, Hawaii  
\_\_\_\_\_, 2011

Financial Services Administrator  
The Judiciary, State of Hawaii  
1111 Alakea Street, 6th Floor  
Honolulu, Hawaii 96813

Dear FS Administrator:

The undersigned has carefully read and understands the terms and conditions specified in the specifications and special provisions made a part hereto, and the General Conditions and Procedural Requirements, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all according to the true intent and meaning thereof, and that the Financial Services Administrator reserves the right to reject any or all bids and to waive any defects when in his opinion such rejection or waiver will be for the best interest of the Judiciary.

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 to Fabricate, Print, and Deliver VARIOUS TRAFFIC CITATION FORMS FOR THE DISTRICT COURTS in strict compliance with the Agreement, Specifications, Special Provisions, and General Conditions dated February 2001 attached hereto and by reference made a part hereof for the lump sum bid of:

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_).

**A. District Court-First Judicial Circuit**

	<u>Price per Thousand</u>	x	<u>Quantity in Thousands</u>	=	<u>TOTAL BID PRICE*</u>
1. Traffic Crimes(s) Arrest	\$ _____		165		\$ _____
2. Parking Infraction(s)	\$ _____		275		\$ _____
3. Traffic Infraction(s)	\$ _____		285		\$ _____
4. Envelopes	\$ _____		410		\$ _____

**First Judicial Circuit's Total . . . . . \$ \_\_\_\_\_**

**B. District Court-Second Judicial Circuit**

	<u>Price per Thousand</u>	x	<u>Quantity in Thousands</u>	=	<u>TOTAL BID PRICE</u>
5. Traffic Crimes(s) Arrest	\$ _____		30		\$ _____
6. Parking Infraction(s)	\$ _____		40		\$ _____
7. Traffic Infraction(s)	\$ _____		40		\$ _____
8. Envelopes	\$ _____		66		\$ _____

**Second Judicial Circuit's Total . . . . . \$ \_\_\_\_\_**

**C. District Court-Third Judicial Circuit**

	<u>Price per Thousand</u>	x	<u>Quantity in Thousands</u>	=	<u>TOTAL BID PRICE</u>
9. Traffic Crime(s) Arrest					
Hilo	\$ _____		33		\$ _____
Kona	\$ _____		15		\$ _____
South Kohala	\$ _____		11		\$ _____

	<u>Price per Thousand</u>	x	<u>Quantity in Thousands</u>	=	<u>TOTAL BID PRICE</u>
10. Parking Infraction(s)					
Hilo	\$ _____		30		\$ _____
Kona	\$ _____		15		\$ _____
South Kohala	\$ _____		11		\$ _____
11. Traffic Infraction(s)					
Hilo	\$ _____		50		\$ _____
Kona	\$ _____		20		\$ _____
South Kohala	\$ _____		23		\$ _____
12. Envelopes					
Hilo	\$ _____		80		\$ _____
Kona	\$ _____		10		\$ _____
South Kohala	\$ _____		20		\$ _____

**Third Judicial Circuit's Total . . . . . \$ \_\_\_\_\_**

**D. District Court-Fifth Judicial Circuit**

	<u>Price per Thousand</u>	x	<u>Quantity in Thousands</u>	=	<u>TOTAL BID PRICE</u>
13. Traffic Crime(s) Arrest	\$ _____		10		\$ _____
14. Parking Infraction(s)	\$ _____		15		\$ _____
15. Traffic Infraction(s)	\$ _____		35		\$ _____
16. Envelopes	\$ _____		10		\$ _____

**Fifth Judicial Circuit's Total . . . . . \$ \_\_\_\_\_**



**TOTAL BID (ALL CIRCUITS) .....\*\* \$ \_\_\_\_\_**  
**(A+B+C+D Totals)**

\* Bid price shall be for the stated quantities. However, should there be a need to increase the total quantity prior to runoff, the price for the additional quantity shall be the same as or less than the stated price per thousand. Prices for quantities ordered thereafter during the remainder of the contract period may be negotiated with Contractor.

\*\* Total Bid Price should agree with the Bid Price specified on page 3.1 of the Offer Form.

If necessary, the estimated cost to air freight a portion of each Judicial Circuit's order as specified in Section 2.13 of the Special Provisions. **This section must be completed.**

<u>Judicial Circuit</u>	<u>Air Freight Cost</u>
First Circuit	\$ _____
Second Circuit	\$ _____
Third Circuit	<u>\$ None Required</u>
Fifth Circuit	\$ _____

A. Name, address and phone number of Offeror's representative in Hawaii:

\_\_\_\_\_

B. References as requested in the Special Provisions:

Company/Agency	Address	Person to Contact	Telephone
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

C. Number of years of printing experience in the State of Hawaii: \_\_\_\_\_

D. Bidder's attention is invited to Section 103-1003, Hawaii Revised Statutes, for a complete statement of the law regarding Hawaii Printing Preference (included in Special Provisions). All work shall be performed at:

In State \_\_\_\_\_ Out-of-State \_\_\_\_\_

\_\_\_\_\_  
(location of printshop)

E. Estimated number of weeks required for prep work and printing: \_\_\_\_\_

F. Estimated number of weeks required for delivery: \_\_\_\_\_

G. Recycled Product Preference (see section 2.19 of the special provision) Yes \_\_\_\_\_ No \_\_\_\_\_

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 that is capable of fully performing under the contract.

State of incorporation \_\_\_\_\_

Offeror is:

- Sole Proprietor     Partnership     Corporation     Joint Venture
- Other

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:

\_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Business address (**Hawaii street address**): \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Respectfully submitted,

Offeror: \_\_\_\_\_  
(Exact Legal Name of Offeror)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax No: \_\_\_\_\_

Email Address: \_\_\_\_\_