

**INVITATION FOR BID
No. J12050**

**TO FABRICATE, PRINT, AND DELIVER
COURT FILE FOLDERS
FOR THE CIRCUIT, FAMILY AND DISTRICT
COURTS
The Judiciary, State of Hawaii**

August 8, 2011

NOTICE TO INTERESTED PARTIES

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 or Request for Copy of Solicitation

Submit FAX or E-MAIL to: FAX No.: (808) 538-5802
E-mail Address: Jonathan.H.Wong@courts.state.hi.us

Provide the following information:

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

THE JUDICIARY, STATE OF HAWAII INVITATION FOR BID NO. J12050

Competitive sealed bids to
FABRICATE, PRINT AND DELIVER COURT FILE FOLDERS
FOR THE CIRCUIT, FAMILY, & DISTRICT COURTS
will be received up to and opened at 2:00 p.m. (HST) on

August 23, 2011
AT

The Judiciary
Financial Services Division
Kauikeaouli Hale
1111 Alakea Street., 6th Floor
Honolulu, Hi 96813-2807

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>) And must be accordance with the accompanying instructions. Questions relating to this solicitation may be directed to Kathleen Kim, telephone (808) 538-5805, Fax (808) 538-5802 or e-mail at Kathie.g.Kim@courts.state.hi.us.

Janell Kim
Financial Services Administrator

Table of Contents

SECTION ONE SPECIFICATIONS.....	Page 1
1.1. SCOPE.....	Page 1
1.2. DESCRIPTION OF WORK.....	Page 1
1.2.1. FORM REQUIREMENTS.....	Page 1
1.3. PROOFS AND SAMPLES.....	Page 5
1.4. DELIVERY.....	Page 6
1.5. PACKAGING.....	Page 7
SECTION TWO SPECIAL PROVISIONS.....	Page 8
2.1. SCOPE.....	Page 8
2.2. OFFICER-IN-CHARGE.....	Page 8
2.3. TERM OF CONTRACT.....	Page 8
2.4. OFFEROR QUALIFICATION.....	Page 8
2.5. OFFER PREPARATION.....	Page 8
2.5.1. Legal Name.....	Page 9
2.5.2. Offer Price.....	Page 9
2.5.3. Proposal Guarantee.....	Page 9
2.5.4. Contract Bond.....	Page 9
2.5.5. Tax Liability.....	Page 9
2.6. SUBMISSION OF PROPOSAL.....	Page 9
2.7. CONTRACT AWARD.....	Page 9
2.7.1. Method of Award.....	Page 9
2.7.2. Requirement for Award.....	Page 10
2.8. JOINT CONTRACTORS.....	Page 10
2.9. SAMPLE COPY.....	Page 10
2.10. CONTRACT EXECUTION.....	Page 10
2.11. PRINTING PREFERENCE.....	Page 11
2.12. QUALITY OF PRODUCT.....	Page 11
2.13. MODIFICATIONS.....	Page 11
2.14. QUANTITY.....	Page 11
2.15. PACKAGING.....	Page 11
2.16. DELIVERY.....	Page 12
2.17. INSPECTIONS.....	Page 12
2.18. INVOICING AND PAYMENT.....	Page 12
2.19. OTHER SPECIAL PROVISIONS.....	Page 13
2.19.1. Schedule of Payments.....	Page 13
2.19.2. Termination for Cause.....	Page 13
2.19.3. Liquidated Damages.....	Page 14
2.19.4. Interpretation of Provisions.....	Page 14
2.19.5. Conflicts and Variations.....	Page 15
SECTION THREE - OFFER FORM.....	
ATTACHMENTS:	
Exhibits	
General Conditions	
Procedural Requirements	
Information on Taxes	
Application for Tax Clearance	
Certificate of Compliance	

SECTION ONE SPECIFICATIONS

1.1. SCOPE

Work included in this contract shall consist of fabricating, printing and delivering COURT FILE FOLDERS COVERS for the Circuit, Family and District Courts. The Contractor shall be responsible for all costs for labor, tools, equipment and other appurtenances necessary to provide such court file folder covers.

1.2. DESCRIPTION OF WORK

1.2.1. FORM REQUIREMENTS

Offerors are hereby notified that the Contractor selected will be required to produce covers identical to the actual cover samples in every respect. Whenever visual or other inspection reveals any difference between the written specifications and samples, the samples shall control, except for weight of file folders. Stock must be Manila, 14 point.

1. QUANTITY: Summary of File Folder Covers:

	Numbered Covers	Blank Covers
First Circuit - Honolulu	17,845	3,575
First Circuit - Kapolei	6,181	100
Land and Tax Appeal Court	4,152	0
Second Circuit	13,150	0
Third Circuit - Hilo	5,340	0
Third Circuit - Kona	2,960	700
Fifth Circuit	9,935	1,600

See attached tables for specific number of File Folder Covers for each Circuit.

2. FORM SPECIFICATIONS

Form Specifications			1CC & Land and Tax Appeal Court	2CC	3CC - Hilo	3CC - Kona	5CC
A	Number of Parts	2 part set, front & back cover	ALL	ALL	ALL	ALL NUMBERED COVERS	5,000
		1 part set front cover only	N/A	N/A	ALL	ONLY BLANK COVERS	6,535
B	Ink	Black Ink					

C	Stock	Manila, 14 point (175 lb. Manila), No exceptions. Deviations not allowed
D	Size	Folder size shall be 8 -3/4" by 13-5/8" to accommodate letter size documents
E	Composition	Body copy on front and reverse side of the front covers shall be printed as per samples and shall be centered (excepting the tabs on the "blank" covers and the tabs of the First Circuit civil folders)
F	Copy & Numbering Copy to be printed on the file folders are as listed. Note: This copy (title) may differ from the samples.	CIRCUIT COURT, FIRST CIRCUIT
		FAMILY COURT, FIRST CIRCUIT
		CIRCUIT COURT, SECOND CIRCUIT
		FAMILY COURT, SECOND CIRCUIT
		DISTRICT COURT, SECOND CIRCUIT
		CIRCUIT COURT, THIRD CIRCUIT - HILO DIVISION
		FAMILY COURT, THIRD CIRCUIT - HILO DIVISION
		CIRCUIT COURT, THIRD CIRCUIT - KONA DIVISION
		FAMILY COURT, THIRD CIRCUIT - KONA DIVISION
		CIRCUIT COURT, FIFTH CIRCUIT
		FAMILY COURT, FIFTH CIRCUIT
		DISTRICT COURT, FIFTH CIRCUIT
		LAND AND TAX APPEAL COURT, STATE OF HAWAI'I
All Circuits	There is no body copy on the back covers Letter and Numeric sizes shall be larger than the samples. Samples reduced to 65% of actual size.	
First Circuit Court - Honolulu and Kapolei	1. First Circuit Civil (CIV) covers only, a dash shall follow the last number of each sequence (e.g. CIV 12-1-001-, CIV 12-1-002-) 2. First Circuit FC-CR (Misdemeanor): These folders have same body copy as FC-CR folders except numerical prefix shall begin at 12-1-1000	
Second Circuit Court	1. Front and back covers are required for <u>ALL</u> folders (numbered and blanks) 2. Second Circuit- All Circuit Court and FC-CR folders (shaded) shall have a parenthesis () with a space between printed after the numbers on the front cover. [e.g. FC-CR 12-1-0001 ()].	
Third Circuit Court	1. <u>Blank</u> folders for the Third Circuit- Kona Division do not require back covers 2. Third Circuit-Kona Division folders shall have a ' K ' printed after the numbers on the tabs and the front copy. (Refer to samples).	
G	TABS All Circuits	1. Front cover shall have both side tab (long end) and bottom tabs (end tab) 2. "Blank covers" and First Circuit " CIV " numbered covers do <u>not</u> have a mylar overlay over the tabs.

		<p>3. Bottom tab (end tab) shall be two ply reinforced and as per sample.</p> <p>4. Side and bottom tabs shall be printed on two sides with alpha and sequentially numbered prefixes as per samples. (See numbering specifications)</p> <p>5. After being numbered (except where specified), tabs shall be reinforced with a mylar overlay in various colors according to the type of proceeding (alpha prefix) as specified in the following table.</p>
	First Circuit Court	<p>1. Side tabs for the First Circuit vary and shall be as specified on the quantity table.</p> <p>2. CIV and CR folders for the First Circuit only, shall have two separate tab positions. The even numbered file folders shall be in the third position and the odd numbered file folders shall be in the fourth position as specified on the quantity table. Each tab is 1/4 cut.</p>
	Second, Third-Hilo, Third-Kona & Fifth Circuits	<p>1. Side tabs (long end) shall be 1/4 cut as per samples. All 1/4 cut tabs shall be positioned in the 4th tab position (i.e. 4th position being closest to the bottom or end tab.)</p> <p>2. Third Circuit-Kona Division folders shall have a 'K' printed after the numbers on the tabs and the front copy.</p>
H	Reinforcement & Punching	<p>1. Die cut at top of front cover and shall be sliced with wrap around tape reinforcing and two hole punching.</p> <p>2. Back cover to have top scored with two mylar reinforced slits punching on back cover.</p>
I	Back Covers	<p>1. Backs shall be cut to match the front covers in size, but allowing both the side and bottom tabs of the front covers to protrude for easy access.</p> <p>2. Back cover to have top scored with two mylar reinforced slits punching on back cover.</p> <p>3. Back covers are not required for the following: Third Circuit Court - Kona Division: <u>BLANK</u> folders only Fifth Circuit Court: 6,535 folders require back covers</p>
J	Fasteners	For all back covers, a 2-inch single <u>embedded</u> fasteners shall be installed by the manufacturer. This prong shall be located approximately 1-1/2 inches below the scoring line on the inside of the back cover.

K. Horizontal Numbering on side tabs:

The numbering shall be horizontal on the body copy and on the side tab, and vertical on the bottom tab, as per samples. (Side Tab) CR 12-1-0001

	C
	R
	1
	2
	-
	1
	-
	0
	0
	0
	1

The sequential number shall start at the number indicated on the quantity tables, in these Specifications.

L. Tab Colors

1. All Circuits, except for Fifth Circuit exceptions in 2. below

PROCEEDING ALPHA PREFIX	ALL CIRCUITS MYLAR COLOR
C	Lt. Green
CG	Lt. Green (NO MYLAR)
CIV (First Circuit)	NO MYLAR
CIV	Clear
CR	Yellow
LD	NO MYLAR
ML	Clear
P	Pink
SP	Orange
SPP	Orange
TX	Clear
FC-A	Red
FC-AA	Lt. Blue
FC-AP	Lt. Lavender
FC-CR	Yellow
FC-D	Lt. Blue
FC-DA	Red
FC-G	Red
FC-GR	Lt. Lavender
FC-M	Red
FC-P	Red
FC-S	Blue
FC-TPR	Yellow

PROCEEDING ALPHA PREFIX	ALL CIRCUITS MYLAR COLOR
UCCJEA	Red
UIFS	Lt. Blue
TPR	Lt. Lavender
TR	Lt. Lavender
TR (blanks)	Lt. Lavender (NO MYLAR)
DC-CIV	Clear
DC-SC	Green
DC-TRO	Lt Blue

2.: Fifth Circuit

Proceeding/ Alpha Prefix	Mylar Color
RC	Purple
SC	Pink
SS	Red
5DTA	Pink
5P1	Amber
FC-A	Amber
FC-CR	Gray
FC-G	Lt Green
FC-M	Pink
FC-P	Purple

Note: All blue, red, purple and lavender mylar colored tabs shall be a shade of such contrast to the printing that will allow clear visibility of the alphas and numbers. Previous shades of blue, red, purple and lavender have been too dark to provide clear visibility.

1.3. PROOFS AND SAMPLES

The proofs of the body copy and a sample of the folder to be fabricated must be approved by the following person before final runoff:

<p>First Circuit & Land and Tax Appeal Court Ms. Lori Okita, Legal Documents First Circuit Court, Kaahumanu Hale 777 Punchbowl Street, 1st Floor Honolulu, Hawaii 96813-5093 Phone: 808-539-4301 Fax: 808-539-4314</p>	<p>Second Circuit Folders: Ms. Janet Kaya, Legal Documents Second Circuit Court, Hoapili Hale 2145 Main Street, 1st Flr Wailuku, Hawaii 96793-1679 Phone: 808-244-2967/2969 Fax: 808-2932</p>
<p>Third Circuit - Hilo Folders Ms. Ulu Johnasen, Legal Documents Third Circuit Court - Hilo 777 Kilauea Avenue Hilo, Hi 96720 Phone: 808-961-7400 Fax: 808-961-7493</p>	<p>Third Circuit, Kona Folders: Ms. Lindalani Mock Chew, Legal Documents Third Circuit Court - Kona Old Kona Hospital Building Kealahou, Hawaii 96750 Phone: 808-322-8750 Fax: 808-322-8730</p>
<p>Fifth Circuit Folders: Ms. Janice Eghan, Legal Documents Fifth Circuit Court 3970 Kaana Street Lihue, Hawaii 96766-1283 Phone: 808-482-2337 Fax: 808-246-3309</p>	

1.4. DELIVERY

Delivery of the covers shall be made no later than **December 15, 2011**, to the respective Circuits as listed:

<p>First Circuit - Honolulu Folders Ms. Lori Okita or designee, Legal Documents First Circuit Court, Kaahumanu Hale 777 Punchbowl Street, 1st Floor Honolulu, Hawaii 96813-5093 Phone: 808-539-4301 Fax: 808-539-4314</p>	<p>First Circuit - Kapolei Folders Ms. Patsy Nakamoto, Legal Documents First Circuit Family Ct, Kapolei Court Complex 4675 Kapolei Parkway, 1st Floor Kapolei, Hawaii 96707-3272 Phone: 808-954-8310 Fax: 808-954-8333</p>
<p>Land and Tax Appeal Court Ms. Kathleen Hanawahine First Circuit Court, Kaahumanu Hale 777 Punchbowl Street, 1st Floor Honolulu, Hawaii 96813-5093 Phone: 808-539-4773 Fax: 808-539-4713</p>	<p>Second Circuit Folders: Ms. Janet Kaya, Legal Documents Second Circuit Court, Hoapili Hale 2145 Main Street, Suite 106 (site specified within Suite 106) Wailuku, Hawaii 96793-1679 Phone: 808-244-2967/2969 Fax: 808-244-2932</p>
<p>Third Circuit, Kona Folders: Ms. Lindalani Mock Chew, Legal Documents Third Circuit Court - Kona Old Kona Hospital Building Kealahou, Hawaii 96750 Phone: 808-322-8750 Fax: 808-322-8730</p>	<p>Third Circuit - Hilo Folders Ms. Ulu Johnasen, Legal Documents Third Circuit Court - Hilo 777 Kilauea Avenue Hilo, Hi 96720 Phone: 808-961-7400 Fax: 808-961-7493</p>
<p>Fifth Circuit Folders: Ms. Janice Eghan, Legal Documents Fifth Circuit Court 3970 Kaana Street Lihue, Hawaii 96766-1283 Phone: 808-482-2337 Fax: 808 - 246-3309</p>	

Delivery to the First Circuit - Honolulu shall be to the loading dock of Kaahumanu Hale (at the back of Kaahumanu Hale, enter through Reed Lane) in an area designated by the Officer-In-Charge. The Contractor shall notify the Officer-in-Charge of the estimated date of delivery of the file folders not less than five (5) working days prior to delivery and shall notify the Officer-in-Charge at least 4 hours prior to actual delivery of files folders.

Delivery to the First Circuit - Kapolei shall be to the loading zone of the Kapolei Court Complex (at the back of the Kapolei Court Complex) in an area within the building as designated by the Officer-In-Charge. The Contractor shall notify the Officer-in-Charge of the estimated date of delivery of the file folders not less than five (5) working days prior to delivery and shall notify the Officer-in-Charge at least 4 hours prior to actual delivery of files folders.

Delivery to all other circuits - **Delivery is to be in an area within the building/room number as designated by the Officer-In-Charge for each circuit. For example, in the 2nd Circuit, file folders are to be delivered in an area designated within Suite 106.** The Contractor shall notify the Officer-in-Charge of the estimated date of delivery of the file folders not less than five (5) working days prior to delivery and shall notify the Officer-in-Charge at least 4 hours prior to actual delivery of files folders.

1.5. PACKAGING

Front covers shall be boxed separately from back covers. All boxes shall be clearly marked with the appropriate Circuit, proceeding, and case number from " ___ to ___ "

All Family Court File Covers (FC-AA, FC-CR, FC-DA, and FC-S) for the Third Circuit, Kona shall be boxed separately.

All File Covers specified on the First Circuit Court Kapolei File Folders FY2012 Quantity and Specification Table shall be boxed separately from covers specified on the First Circuit Court Honolulu File Folders FY 2012 Quantity and Specification Table.

END OF SECTION

SECTION TWO SPECIAL PROVISIONS

2.1. SCOPE

Work included in this contract shall consist of Fabricating, Printing and Delivering Court File Folder Covers for the Circuit, Family and District Courts. All work shall be performed in accordance with these Special Provisions, the attached Specifications and General Conditions and Procedural Requirements.

2.2. OFFICER-IN-CHARGE

Ms. Lori Okita, Court Administrator, is designated Officer-In-Charge. The telephone number at which she may be reached is (808) 539-4301.

2.3. TERM OF CONTRACT

The Contractor shall enter into a contract to fabricate, print and deliver Court File Folder Covers for the Circuit, Family and District Courts. Such folders shall be delivered **no later than December 15, 2011**. Failure to meet the delivery date of December 15, 2011, will be subject to Liquidated Damages as stated in the Special Provisions.

2.4. OFFEROR QUALIFICATION

2.4.1. Experience.

Offeror must have at a minimum two (2) consecutive years printing experience in the State of Hawaii.

2.4.2. References.

Offeror will list at least three (3) references, preferably in the State of Hawaii other than the Judiciary, for whom Offeror has performed printing that is similar in nature and/or 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 bid 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 proven 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 file folder covers 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 bid offering 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. Failure to do so may delay proper

execution of the contract.

2.5.2. Offer Price.

Offer price shall include all costs required to fabricate, print, and deliver court file folders for the circuit courts as outlined in these Specifications. All costs shall include any miscellaneous costs, Hawaii General Excise Tax, and any and all other costs incurred for this project.

2.5.3. Proposal Guarantee.

A Proposal Guarantee is NOT required for this Bid Proposal.

2.5.4. Contract Bond.

A Contract Bond is not required for this project.

2.5.5. Tax Liability.

Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET). If however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

2.6. SUBMISSION OF PROPOSAL

Offerors shall submit 1 original and 2 copies of the Proposal Submission Packet. Completed proposals must be submitted no later than 2:00 p.m. HST on August 23, 2011, to:

The Judiciary, State of Hawaii
Fiscal and Support Services Office
1111 Alakea Street, 6th Floor
Honolulu, HI 96813 -2807
Attention: Kathleen Kim

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

Offers on CD or flash drive. As an option to submitting hard copies (orig. +2) of your entire offer packet, offers may be submitted on CD or flash drive (3copies 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 Significant Dates section of this RFP.

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 RFP to the above Purchasing Specialist via Email or FAX.

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.

2.7. CONTRACT AWARD

2.7.1. Method of Award

Award, if any, shall be made to the responsive and responsible Offeror submitting the lowest TOTAL BID AMOUNT to fabricate, print and deliver court file folders for the Judiciary. Offeror must bid on all items to be considered for award.

2.7.2. Requirement for Award.

To be eligible for award, the apparent low bidder will be contacted to submit copies of the documents listed below to demonstrate compliance with the requirements of § 103D-310c, HRS:

1. Chapter 237, tax clearance;
2. Chapter 103D-310c, Certificate in Good Standing (COGS) for entities doing business in the State of Hawaii.

The Contractor 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. In order to meet compliance, the certificate must indicate "COMPLIANT". This certificate shall be accepted for both contracting purposes and final payment. There is an annual fee to the Hawaii Information Consortium, LLC. If the Contractor chooses not to enroll in HCE, paper certificates are required.

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, a contract may not be awarded.

Final Payment Requirements. In addition to a tax clearance certificate an original CERTIFICATE OF GOOD STANDING for FINAL PAYMENT (SPO Form 22) will be required for final payment. A copy of the form is also available at <http://www4.hawaii.gov/StateFormsFiles/form221.pdf>

2.8. Joint Contractors

Offeror may subcontract portions of this project. Offeror shall be the Primary Contractor and be liable for all work performed under this project.

2.9. SAMPLE COPY

Copies of the existing file folders are attached. Samples were reduced to about 65% of actual size. It shall be the Offeror's responsibility to examine the file folders and further familiarize themselves with the amount and kind of work to be performed. No additional compensation will be made by reason of any misunderstanding or error regarding the file folders to be fabricated and printed or the amount and kind of work involved. Samples of the original file folders are available for inspection at the Financial Services Office, 1111 Alakea Street, 6th Floor, Honolulu, Hawaii 96813. (Please check in with the Plaza level Security personnel who will direct you to our office).

Proposals shall be accompanied by samples of the various colors of the mylar overlay.

2.10. CONTRACT EXECUTION

Successful Offeror receiving award over \$25,000 shall be required to enter into a formal

written contract.

2.11. PRINTING PREFERENCE

All printing, binding, and stationary work for the (State or any County), or other political subdivision thereof shall be performed within the State, including all preparatory work, press work, bindery work, and any other production-related work, and all requests for offers or contracts for such work shall so stipulate; provided that whenever it is established that any such work cannot be performed within the State or that the lowest price for which such work can be procured within the State exceeds the bid or charge of an out-of-state manufacturer of such item by fifteen per cent, the work or any part thereof so affected may be performed outside the State.

No payment shall be made by the (State or any County), or other political subdivision thereof for printing, binding, or stationary work unless it appears that the work was done within the State or was authorized to be done outside the State pursuant to this section. In addition, any manufacturer violating a stipulation in a offer or contract that all work will be performed within the State shall be subject to a civil penalty in an amount not to exceed the offer or contract price to be collected by a civil action filed by the attorney general on behalf of the (State).

2.12. QUALITY OF PRODUCT

Work to be done shall be of a professional quality. Blank areas shall be clean and clear. Printing shall be legible, uniform in shade and shall have no inking irregularities. If the quality of the work is judged unsatisfactory by the Administrative Director of the Courts, it will be considered as non-performance of the contract.

2.13. MODIFICATIONS

Prior to the beginning of work, modifications to these Specifications may be made by mutual agreement between the Contractor and the Judiciary through the Officer-In-Charge. A written Memorandum of Understanding, signed by both parties and detailing these modifications, shall be forwarded to the Office of the Administrative Director of the Courts, Fiscal Branch, 1111 Alakea Street, 6th Floor, Honolulu, Hawaii, 96813, attention Jonathan Wong.

2.14. QUANTITY

Quantities as listed in the Specifications are for the exact amount. Contractor must deliver the exact amount, no overages or shortages. The Judiciary will not pay for any overages that the Contractor delivers.

2.15. PACKAGING

Front covers shall be boxed separately from back covers. All boxes shall be clearly marked with the appropriate Circuit, proceeding, and case number from "___ to ___".

All Family Court file folder covers (FC-AA, FC-CR, FC-DA, FC-S, and FC-A, FC-AP, FC-G, FC-TPR, and UCCJEA) for the Third Circuit - Kona shall be boxed separately.

All File Covers specified on the First Circuit Court Kapolei File Folders FY2012 Quantity and Specification Table shall be boxed separately from covers specified on the First Circuit Court

Honolulu File Folders FY 2012 Quantity and Specification Table.

2.16. DELIVERY

The court file folder covers shall be delivered no later than December 15, 2011. The Total Bid Amount shall include any and all costs required to ensure delivery by the December 15, 2011, deadline. All covers shall be delivered to the appropriate Circuits as specified in the Delivery Section of the Specifications. TOTAL BID AMOUNT shall also include all costs to deliver the First Circuit folders into the basement storage area in an area designated by the Officer-In-Charge. Failure to meet the delivery date of December 15, 2011, will be subject to Liquidated Damages as stated in the Special Provisions.

2.17. INSPECTIONS

All work done and all materials furnished shall be subject to inspection and approval by the Officer-In-Charge or a representative of the Judiciary so as to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications and Special Provision. She may require additional information as necessary.

2.18. INVOICING AND PAYMENT

Contractor shall submit original and three copies of the invoice to the respective Circuits for separate billing, at the addresses listed below.

The Judiciary (1) FIRST CIRCUIT Mr. Paul Kaneshiro Fiscal Office 777 Punchbowl St. Honolulu, HI 96813 Phone: 808-539-4351	The Judiciary SECOND CIRCUIT Ms. Anne Jinnai Fiscal Office 2145 Main Street Wailuku, HI 96793-1679 Phone: 808-244-2999
The Judiciary (2) THIRD CIRCUIT Mr. Colin Young Fiscal Office 777 Kilauea Avenue Hilo, HI 96720 Phone: 961-7417	The Judiciary (3) FIFTH CIRCUIT Mr. Miles Mizukami Fiscal Office 3970 Kaana Street Lihue, HI 96766-1283 Phone: 808-482-2305

- (1) Billings for First Circuit Honolulu, First Circuit Kapolei & Land & Tax Appeal Court
- (2) Billings for Third Circuit and Third Circuit - Kona Division
- (3) Billings for the Fifth Circuit and District Court, Fifth Circuit.

2.19. OTHER SPECIAL PROVISIONS

2.19.1. Schedule of Payments

Payment shall be made to the Contractor at the contracted price upon certification by the Officer-in-Charge or his designee that the Contractor has satisfactorily performed

the required services as evidence by receipt of documents detailing performance of service and reported discrepancies and corrective action. For extra work approved by the Officer-in-Charge, a separate detailed invoice is required. Invoices shall contain a description of the work done, the amount and purchase order number authorizing the work.

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

The Judiciary will not recognize any requirement established by the Contractor 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. For this reason, the Judiciary will reject any bid submitted with a condition requiring payment within a shorter period.

2.19.2. 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 insure prompt completion of the work.
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 judgement 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, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, 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.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be off set 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 therefore.

2.19.3. 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 TWENTY FIVE DOLLARS (\$25.00) for each and every calendar day the Contractor 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 Contractor.

2.19.4. 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.

2.19.5. 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

SECTION THREE - OFFER FORM

**TO FABRICATE, PRINT & DELIVER COURT FILE FOLDERS
FOR THE CIRCUIT, FAMILY AND DISTRICT COURTS
THE JUDICIARY, STATE OF HAWAII**

Offeror: _____

Honolulu, Hawaii

_____, 20____

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

Dear Financial Services Administrator:

The following offer is made to provide the goods and service indicated in the following proposal schedule to the Judiciary, State of Hawaii, at the location(s) required in the specifications, all according to the true intent and meaning of the specifications hereinafter contained.

The undersigned states that he has carefully read and understands the terms and conditions specified in the proposal, the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 by reference made a part hereof and available upon request, for this contract, 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 COURT FILE FOLDERS FOR THE CIRCUIT, FAMILY, AND DISTRICT COURTS, THE JUDICIARY, STATE OF HAWAII, in strict compliance with the Agreement, Specifications, Special Provisions, and General Conditions dated February 2001 and Procedural Requirements dated May 2003 by reference made a part hereof and available upon request, for the Total Bid Price of:

_____ Dollars (\$_____)

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:

Federal I.D. No. _____

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: _____

Email Address: _____

Date: _____

Respectfully submitted,

Telephone No.: _____

(x) _____
Authorized Original Signature

Name and Title (Please Type or Print)

Email Address (required): _____

Fax No. _____

The following proposal is hereby submitted for all of the work listed below, to fabricate, print and deliver Court File Folders for the Circuit, Family and District Courts. All cover sets shall be delivered no later than December 15, 2011.

I. Bid Amount

Description		Quantity	Cost per set/cover	Total Amount
First Circuit - Honolulu	Numbered Covers	17,845		
	Blank Covers	3,575		
First Circuit - Honolulu Total		21,420		
First Circuit - Kapolei	Numbered Covers	6,181		
	Blank Covers	100		
First Circuit - Kapolei Total		6,281		
Land and Tax Appeal Court	Numbered Covers	4,152		
	Blank Covers	0		
Land and Tax Appeal Court Total		4,152		
Second Circuit	Numbered Covers	13,150		
	Blank Covers	0		
Second Circuit Total		13,150		
Third Circuit - Hilo	Numbered Covers	5,340		
	Blank Covers	0		
Third Circuit - Hilo Total		5,340		
Third Circuit - Kona	Numbered Covers	2,960		
	Blank Covers*	700		
Third Circuit - Kona Total		3,660		
Fifth Circuit	Numbered Covers*	9,935		
	Blank Covers	1,600		
Fifth Circuit Total		11,535		
**Total Bid Amount (Total amount should agree with bid price on page 1 of Bid Proposal)				

* BLANK folders for the Third Circuit – Kona require FRONT covers only. Fifth Circuit requires only 5,000 back covers.

** Total shall include all applicable taxes and delivery charges to the area specified by the Officers-In-Charge and should agree with the Bid Amount shown on page 1 of the Invitation for Bid.

II. 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 or subcontractor to fabricate, print and deliver court file folders.

Subcontractor Name	Address	Phone/Fax/Email

B. Offeror's attention is invited to Section 103D-1003, Hawaii Revised Statutes, for a complete statement of law regarding Hawaii Printing Preference. Included in Special Provision.

All work shall be performed at:

- In Hawaii Out of State

Location of Printshop: _____

Company Name & Contact	Address	Phone/Fax/email

C. REFERENCES

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

Names and addresses of companies, other than the Judiciary, for which the undersigned has furnished file folders and performed or is currently performing services that are similar in nature and/or volume to services specified in the attached specifications. Refer to References section, of the enclosed Bid Proposal.

Company/Agency & Contact	Address	Phone/Fax/email

D. NAME OF AUTHORIZED LOCAL SALES/SERVICE REPRESENTATIVE

Company Name	Address	Phone/Fax/email