

INVITATION FOR BID

J19060

TO QUALIFY, PROCESS, AND SCAN
JUROR QUESTIONNAIRES
FOR THE CIRCUIT COURTS
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.

JUNE 2018

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NOTICE TO BIDDERS

INVITATION FOR BID J19060 TO QUALIFY, PROCESS AND SCAN JUROR QUESTIONNAIRES STATEWIDE FOR THE STATE OF HAWAII, THE JUDICIARY

The Judiciary, State of Hawaii, is requesting competitive sealed offers from qualified applicants to Qualify, Process and Scan Juror Questionnaires Statewide for the State of Hawaii, The Judiciary. 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: Deepa.P.Sheehan@courts.hawaii.gov

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, otherwise document will be sent by U.S. Postal Service first class mail		

Persons or organizations must submit three (3) sets (Original + 2 copies) of their completed proposals (in hard copy, flash drive or email) and shall be received no later than 2:30 p.m., Hawaii Standard Time on June 12, 2018, at the following address:

**The Judiciary, State of Hawaii
Financial Services Division
Kauikeaouli Hale (District Court Building)
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. Questions relating to this bid solicitation shall be directed to Ms. Deepa P. Sheehan, in the Contract and Purchasing Office, at (808) 538-5805, Fax (808) 538-5802, or email Deepa.P.Sheehan@courts.hawaii.gov.

/s/ Dean H. Seki
Dean H. Seki
Financial Services Director

SECTION ONE – SPECIFICATIONS

1.1. SCOPE

Work included in this contract shall consist of qualification, processing, and scanning of returned Juror Questionnaires and preparation of an updated file of Qualified Jurors. The Offeror shall be responsible for all costs for labor, tools, equipment and other appurtenances necessary to provide such forms and services.

1.2. DESCRIPTION OF WORK

A. Juror Qualification Processing

Estimated Number of Returned Juror Questionnaires

Circuit	Quantity
First Judicial Circuit	80,000
Second Judicial Circuit	55,000
Third Judicial Circuit	68,000
Fifth Judicial Circuit	27,000
TOTAL	230,000

1. Offeror must handle up to 230,000 pieces of documents for qualification of jurors and data entry. The questionnaire responses will have a return address mailed to the Offeror. The Offeror will sort each returned questionnaire form by circuit. The Offeror will scan information from each form to qualify jurors and update any necessary name and/or address changes on the qualified file. All non-qualified juror questionnaires and questionnaires with attached documents, notes, and written requests for an excuse are to be returned to each respective circuit for review. The circuits will review non-qualified juror forms and return qualified juror forms and permanently excused juror forms to the Offeror to data capture. These forms will be merged with all the qualified forms already held with the Offeror. The Offeror will also create a separate file of permanently excused individuals.
2. The Offeror must check all returned questionnaires and return to the United States Post Office all incoming mail that are not returned questionnaires.
3. The questionnaires must be returned to the respective circuits after data entry is completed. The questionnaires are to be returned in electronic format on CD, DVD, or thumb drive (provided by Offeror).
4. Offeror will receive the updated Master file from either the Judiciary or directly from the mailing vendor via File Transfer Protocol (FTP) secure transfer. The Offeror will update the name and/or address for a qualified individual if the document indicates.
5. Offeror will process and transfer any individuals marked as permanently excused (PE) by the Judiciary from the Master file and place them on a separate file called the PE file and return a copy of the PE file to the Judiciary by March 2019.

6. Offeror will scan the images of the qualified individuals only and create a tag image file format (TIFF) file. Offeror will provide mutually agreeable media containing the scanned image of the questionnaire for each qualified juror to the Judiciary along with the qualified file. Individual jurors must be accessible through Juror Name and Participant No. on the image file.

B. Quality Control

Juror Questionnaire Processing: The Offeror must have a definable quality control program in operation including procedures at the production floor level.

Juror Questionnaire: Every 1,000th Juror Questionnaire form shall be pulled and inspected for adherence to specification described in the contract.

C. Disposal of Returned Questionnaires and Envelopes

Offeror will be responsible to dispose the returned Juror Questionnaire Envelopes. Offeror will be responsible to dispose the returned questionnaires upon submitting electronic copy of returned questionnaires to its respective circuits. The disposal method required by the Judiciary is confidentially shredding the questionnaires and envelopes.

1.3. SUMMARY OF RESPONSIBILITIES

A. Offeror's Responsibilities

1. Qualify, process, scan and update returned Juror Questionnaires.
2. The Offeror must provide to the Judiciary a count of the total records which include: The total number of scanned and qualified jurors, the total number of PE individuals, by circuits to each respective Circuit Court.

B. Client's Responsibilities

1. Upon satisfactory delivery of qualification, processing and scanning of juror questionnaires, juror questionnaire images and PE file, process payment to Offeror in accordance to Special Provisions and General Conditions.

END OF SECTION

SECTION TWO SPECIAL PROVISIONS

2.1. SCOPE

Work included in this contract shall consist of qualification, processing, and scanning of returned Juror Questionnaires for the Circuit 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. Tiffany DeGuzman, Jury Clerk Supervisor
First Circuit Court
777 Punchbowl Street
Honolulu, HI 96813-5093
Telephone: 808-539-4358
Email: tiffany.n.deguzman@courts.hawaii.gov

2.3. CONTRACT EXECUTION AND TERM OF CONTRACT

The Offeror shall enter into a contract for the qualification, processing, and scanning of returned Juror Questionnaires for the Circuit Courts. The Contract shall be enforceable only to the extent that funds have been certified and are available. The term of the contract shall be for a period of twelve (12) months, beginning on July 1, 2018 and ending on June 30, 2019, unless otherwise approved by the Administrative Director.

Further, by mutual agreement between the parties hereto, the contract may be extended on a term basis not to exceed a twelve (12) month extension at a time, for a period not to exceed three (3) additional twelve month periods. Total contract period shall not exceed forty-eight (48) months. Any extension to the contract is subject to the availability of funds, shall be in writing at least forty-five (45) days prior to contract expiration and shall not increase the unit pricing by more than 5% or as mutually agreed upon by both parties and following the same terms and conditions as specified herein. Contract must provide proof of costs (documentation) associated with the qualification, processing, and scanning of the returned questionnaires for any requested increase of more than 5%. A contract extension must be executed by the Contractor no less than twenty (20) days prior to the scheduled date of termination, otherwise the requirement must be rebid.

2.4. OFFEROR QUALIFICATION

- A. **Experience.** Offeror must have at a minimum three (3) consecutive years of experience in the processing, data entry and scanning of documents in the State of Hawaii. The Offeror must be capable of handling up to 250,000 pieces of mail.
- B. **References.** Offeror will list at least three (3) references, preferably in the State of Hawaii other than the Judiciary, for whom Offeror has performed scanning 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 scanning 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.

- C. **Local Representative.** Offeror shall have their processing and scanning facility on the Island of Oahu in order to qualify for bid. Offeror must be available during normal working hours and from where he/she will be accessible to requests or complaints. Offeror shall meet with the Judiciary and be available, accountable, and be responsible for qualification, processing, and scanning of returned Juror Questionnaires for the entire duration of the job. **Failure on the part of the Offeror to meet this requirement shall result in rejection of bid.**
- D. **Security.** Please see Attachment 1.

2.5. OFFER PREPARATION

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

- A. **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.
- B. **Offer Price** Offer price shall include all costs required to qualification processing and scanning of returned Juror Questionnaires 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.
- C. **Proposal Guarantee.** A Proposal Guarantee is NOT required for this Bid Proposal.
- D. **Contract Bond.** A Contract Bond is not required for this project.
- E. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (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 three (3) copies (1 original, 2 copies) of the Proposal Submission Packet. Completed proposals must be submitted no later than 2:30 p.m. HST on June 12, 2018, to:

The Judiciary, State of Hawaii
Financial Services Division
1111 Alakea Street, 6th Floor
Honolulu, HI 96813 -2807
Attention: Deepa Sheehan

Email: Deepa.P.Sheehan@courts.hawaii.gov.

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

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 IFB to the above Purchasing Specialist via Email address as indicated in Notice to Bidders.

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

A. Method of Award

Award, if any, shall be made to the representative and responsible Offeror submitting the lowest TOTAL BID AMOUNT to qualify, process, and scan returned Juror Questionnaire for the Judiciary. Offeror must bid on all items to be considered for award.

B. Responsibility of Contractor

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

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

The Offeror 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 Offeror chooses not to enroll in HCE, paper certificates are required.

C. Timely Submission of Certificate

The above certificate should be applied for and submitted to the Judiciary upon notification of intent to award. 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.

D. Final Payment Requirement

Final payment under this Agreement shall be made pursuant to HRS § 103-53 upon Contractor's compliance through Hawaii Compliance Express or, submittal of tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract.

2.8. INSURANCE

The CONTRACTOR shall at his own expense maintain insurance in full force and effect during the life of this contract. The policy or policies of insurance maintained by Contractor shall provide the following limits and coverage:

- a) Commercial General Liability Insurance (occurrence form) of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- b) Automobile Insurance in the amount of \$1,000,000.00 bodily injury per person, \$1,000,000 bodily injury per accident, and \$1,000,000.00 property damage per accident.
- c) Workers' Compensation and Employer's Liability. Part A – Statutory. Part B, Employers Liability \$100,000.00 each accident/\$100,000.00 disease each employee/\$500,000.00 disease policy limit.

The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration. Furthermore, The Judiciary shall be added as an additional insured as respects to operations performed for The Judiciary, State of Hawaii, and it is agreed that any insurance maintained by The Judiciary, State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

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.

2.9. JOINT CONTRACTORS

Offeror **may not** subcontract portions of this project. Offeror shall be the Primary Contractor and be liable for all work performed under this project.

A. Quantity

Quantities are estimates and actual quantities may be more or less, however, should there be a need to increase or decrease the total quantity prior to the initial scanning, the price per set shall be the same as or less than the quoted price. Price for quantities ordered thereafter during the remainder of the contract period may be negotiated with Contractor.

2.10. 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 Provisions. The Officer-in-Charge may require additional information as necessary.

2.11. 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 – First Circuit Court Fiscal Office 777 Punchbowl Street Honolulu, HI 96813 Phone: 808-539-4350	The Judiciary – Second Circuit Court Fiscal Office 2145 Main Street Wailuku, HI 96793-1679 Phone: 808-244-2999
The Judiciary – Third Circuit Court Fiscal Office 777 Kilauea Avenue Hilo, HI 96782 Phone: 808-961-7424	The Judiciary – Fifth Circuit Court Fiscal Office 3970 Kaana Street Lihue, HI 96766-1283 Phone: 808-482-2340

A. 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 HRS 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, HRS, 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.

2.12. OTHER SPECIAL PROVISIONS

2.12.1. 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 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 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, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take prosecution of the work or services out of the hands of the Contractor, and to use such methods 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 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 of which would have been payable under the contract, the Contractor shall be liable and shall pay the Judiciary the amount of such excess within ten (10) days after demand therefore.

2.12.2. 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.

2.12.3. 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.

2.12.4. 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

IFB J19060

**TO QUALIFY, PROCESS AND SCAN RETURNED JUROR QUESTIONNAIRES
FOR THE CIRCUIT COURTS
THE JUDICIARY, STATE OF HAWAII**

Offeror: _____

Honolulu, Hawaii

_____, 20____

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

Dear Financial Services Director:

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 QUALIFY, PROCESS AND SCAN RETURNED JUROR QUESTIONNAIRES FOR THE CIRCUIT 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

Fax No.: _____

Name and Title (Please Print)

The following proposal is hereby submitted for all of the work listed below, QUALIFY, PROCESS, AND SCAN RETURNED JUROR QUESTIONNAIRES for the Circuit Courts.

I. JUROR QUESTIONNAIRE

A. QUALIFY, PROCESS, AND SCAN RETURNED JUROR QUESTIONNAIRES

Bid Contract Term: July 1, 2018 – June 30, 2019

Circuit	(A) Quantity	(B) Cost per unit	(A x B) FY 19
First Judicial Circuit	80,000		
Second Judicial Circuit	55,000		
Third Judicial Circuit	68,000		
Fifth Judicial Circuit	27,000		
TOTAL	230,000		

Bid Quotation shall be for stated quantities. However, should there be a need to increase or decrease the total quantity, the price per set shall be that same as or less than the quoted price. Prices for quantities ordered thereafter during the remainder of the contract period may be negotiated with the Contractor.

** Total Bid Amount should agree with the Bid Price specified on page 1 of the Bid Proposal and shall include all applicable TAXES and ANY OTHER COSTS. If there is a discrepancy in the prices submitted, the unit price will prevail.

II. ADDITIONAL INFORMATION

A. NAME OF AUTHORIZED LOCAL SALES/SERVICE REPRESENTATIVE

Company Name	Address	Phone/Fax/email

B. 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