

THE JUDICIARY, STATE OF HAWAII

INVITATION FOR BIDS

**NO. J19059**

TO FABRICATE, PRINT, AND MAILOUT  
JUROR QUESTIONNAIRES AND SUMMONS  
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

## TABLE OF CONTENTS

<b>SECTION ONE - SPECIFICATIONS</b>	<b>1</b>
1.1 SCOPE	1
1.2 DESCRIPTION OF WORK	1
1.3 SUMMARY OF RESPONSIBILITIES	6
<b>SECTION TWO – SPECIAL PROVISIONS</b>	<b>7</b>
2.1 SCOPE	7
2.2 OFFICER-IN-CHARGE	7
2.3 CONTRACT EXECUTION AND TERMS OF CONTRACT	7
2.4 OFFEROR QUALIFICATION	8
2.5 OFFER PREPARATION	8
2.6 SUBMISSION OF PROPOSAL	9
2.7 CONTRACT AWARD	9
2.8 INSURANCE	10
2.9 JOINT CONTRACTORS	11
2.10 COPY	11
2.11 SAMPLE COPY	11
2.12 QUALITY OF WORK	11
2.13 MODIFICATIONS	11
2.14 INSPECTIONS	12
2.15 INVOICING AND PAYMENT	12
2.16 OTHER SPECIAL PROVISIONS	13
<b>OFFER FORM</b>	<b>OF1-4</b>

### ATTACHMENTS

- Attachment 1 – Samples(17 Pages)
- Attachment 2 – Contract Addendum for Security of Personal Information
- General Conditions
- Procedural Requirements
- Application for Tax Clearance
- Certificate of Compliance
- Standard of Conduct

**NOTICE TO BIDDERS**  
**INVITATION FOR BID J19059**  
**TO FABRICATE, PRINT, AND MAIL OUT JUROR QUESTIONNAIRES AND SUMMONS**  
**STATEWIDE FOR THE STATE OF HAWAII, THE JUDICIARY**

The Judiciary, State of Hawaii, is requesting competitive sealed offers from qualified applicants To Fabricate, Print, and Mail Out Juror Questionnaires and Summons 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](mailto: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 2:00 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](mailto: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 fabricating, printing, personalizing and mailing out Juror Questionnaires and Juror Summons with valid addresses. 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 QUESTIONNAIRE FORMS

Prior to the Fabrication of the Juror Questionnaires, Offeror shall consult with Ms. Tiffany DeGuzman, Officer-in-Charge, First Circuit Court, Jury Pool Office.

Circuit	Quantity (no of sets)
First Circuit Court	90,000
Second Circuit Court	60,000
Third Circuit Court	75,000
Fifth Circuit Court	30,000
Total	255,000

#### B. NUMBER OF SUMMONS: 45,000 – First Circuit Court

NOTE: Quantity figures 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 printing, the price per set shall be the 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.

#### C. NUMBER OF PARTS

**Juror Questionnaire form** consists of four (4) parts. It contains a two-sided questionnaire form and instructions, a Frequently Asked Questions (FAQ) sheet, an outer window envelope, and a response envelope.

**The Juror Summons** consists of three (3) parts. It contains a two-sided form containing Juror identification and instructions, with a map of the respective court buildings, a separate two-sided question and answer information sheet and an outer envelope.

#### D. OVERALL SIZE

The Juror Questionnaire Form and the Juror Summons shall be 8-1/2" by 11".

Envelope: 20 lb.

Questionnaire and Summons: 18 lb. (two-sided copy)

## **E. CONSTRUCTION**

**Juror Questionnaire Form** consists of a two-sided form containing instructions and a questionnaire, a two-sided Frequently Asked Questions (FAQ) sheet, an outer envelope and a response envelope.

**Juror Summons form** consists of two double-sided pages and an outer envelope. Information on the first page contains juror identification with instructions, and a map of the respective Court buildings on the reverse side. The second double-sided page contains question and answer information.

## **F. RESPONSE ENVELOPE (Juror Questionnaire)**

Response envelope must enable Juror questionnaire parts to fit when sealed; shall provide adequate space to allow the use of an electric mail opener without damaging the contents.

Response envelopes shall be color coded by circuits:

First Circuit:	White
Second Circuit:	Pink
Third Circuit:	Yellow
Fifth Circuit:	Green

## **G. COPY**

Copy shall be identical to text on each page of the samples, excluding notations and except for those Copy Variables provided for in Section 1.2.H. of these Specifications. All other alterations shall not be acceptable.

### **Juror Questionnaire**

The permit number on the outer envelopes for ALL circuits shall be determined by the successful Offeror.

### **Juror Summons**

1. The Juror Summons will be mailed weekly. The Judiciary will provide the Offeror with one emailed list weekly by the end of the business week. Offeror will follow up by email to verify the number of Juror Summons mailed.
2. Copy will be printed on 2 sides of form. For each respective court (First Circuit Court, Honolulu District Court, Kaneohe District Court or Kapolei Court), the front of the form will contain the name, address, 9-digit juror participant number, juror reporting date, code-a-phone instructions, and assigned pool number and text. The back (reverse side) of the form will contain text, map of the respective court buildings and parking areas, and a separate Question and Answer information sheet.
3. All copy shall be clear, legible and adjusted to accommodate the size of the form in order to be visually appealing while making the most efficient use of space.

4. Copy shall be evenly and appropriately spaced with at least 1/4 inch margins where possible.
5. Successful Offeror shall obtain envelope requirements (film marks, bar code, zip code, etc.) from Jerry Lum, U.S. Postal Service Account Representative, Honolulu Field Division, phone number (808) 423-3459.

## H. COPY VARIABLES

The Judiciary will provide data on secured FTP file, delineated text file format for the duration of the contract. A unique number field for each individual juror (Juror Participant No.) is provided on the input secured FTP file. The Juror Questionnaire Forms must be personalized with data from the input record after National Change of Address (NCOA) is performed. The following copy variables will be on the Juror Questionnaire and Summons Form:

1. On the Juror Questionnaire, Juror Name, Address, 9-digit Juror Participant No., Juror and Circuit Court No., the jury service year (**2019**), and the respective Jury Pool Office Address and Phone Number.
2. On the Juror Summons, Juror Name, Address, Juror Participant No. and Juror Pool No., juror reporting date, and juror reporting location (First Circuit Court, Honolulu District Court, Kaneohe District Court or Kapolei Court). The Jury Pool Office will email the Juror Summons data to the Offeror.
3. The Permit number on the response envelopes will be **3079**.
4. The return address of the outer envelope shall be the address listed in this section. The mailing address of the response envelope will be designated by the Judiciary. The number of addressed envelopes per circuit shall correspond to the number of sets ordered in Section 1.2.A.
5. Barcoding for response envelopes. Bar codes for responses will be designated by the Judiciary or the Offeror responsible for scanning the returned Juror Questionnaires.

The following information shall apply to the respective Circuit Court variables:

ADDRESSES	
OUTER ENVELOPE	RESPONSE ENVELOPE
First Circuit Court - # of sets ordered – 90,000	Mailing Address:
State of Hawaii Jury Pool Office - First Circuit Court 777 Punchbowl Street Honolulu, HI 96813-5093	Juror Processing Vendor Address Honolulu, HI

Second Circuit Court - # of sets orders – 60,000  State of Hawaii Jury Pool Office - Second Circuit Court 2145 Main Street, Room 141 Wailuku, HI 96793-1679	Mailing Address:  Juror Processing Vendor Address Honolulu, HI
Third Circuit Court - # of sets ordered – 75,000  State of Hawaii Jury Pool Office - Third Circuit Court 777 Kilauea Avenue Hilo, HI 96720	Mailing Address:  Juror Processing Vendor Address Honolulu, HI
Fifth Circuit Court - # of sets ordered – 30,000  State of Hawaii Jury Pool Office - Fifth Circuit Court 3970 Kaana Street Lihue, HI 96766	Mailing Address:  Juror Processing Vendor Address Honolulu, HI

#### **I. SAMPLE COPY**

Sample format of the Juror Questionnaire may be modified prior to printing. A sample of the current Juror Questionnaire and Summons forms are located in Attachment 1. The final copy of the Juror Questionnaire shall contain all of the information as the Juror Questionnaire sample.

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. No additional compensation will be made by reason of any misunderstanding or error regarding the Juror Questionnaire or Juror Summons forms to be fabricated and printed or the amount and kind of work involved. Submission of bid shall be evidence that the Offeror understands the scope of the project and will comply with the specifications if awarded the contract.

As part of their bid, all Offerors must supply sample forms of the construction to the Officer-in-Charge or an authorized representative of the Officer-in-Charge. Any sample forms not meeting specifications will not be considered and will result in rejection of bid.

#### **J. PROOFS**

Offeror shall provide proofs prior to final printing, for approval to Ms. Tiffany DeGuzman, Officer-in-Charge, First Circuit Court, Jury Pool Office and the Contractor who is responsible for scanning the returned Juror Questionnaires to ensure that it is acceptable and that the questionnaire can be calibrated for scanning.

#### **K. PRELIMINARY ADDRESS CHECK**

The Offeror must process the entire Juror Questionnaire database through the National

Change of Address (NCOA) prior to mailing. Code 1 software or equivalent must be utilized to identify invalid addresses and either correct the address with the new address or mark as invalid address those that do not have new addresses. The Offeror will remove any non-Hawaii and no forwarding addresses from the file. The processed file will be sent back to the Judiciary and/or to the Contractor responsible for scanning the returned questionnaires to allow for changes to be posted to its database.

The Offeror will provide a count of all individuals on the Master file as received from the Judiciary, a count of all individuals deleted for non-Hawaii addresses, a count for all individuals deleted because of no forwarding addresses and finally a count of the remaining individuals on the file.

The final file will be used for the mail out of the Juror Questionnaires. The file will be sent to the processing and scanning vendor via secure FTP transfer and/or to the Judiciary for transfer. An email will be sent by the Offeror informing the Judiciary of the file transfer and containing the counts as described above.

Note: Jury address records have a maximum limit of 28 characters. Offeror must be able to compress NCOA addresses that are larger than the maximum limit.

#### **L. MAIL OUT**

1. All Juror Questionnaire forms must be mailed no later than the first week of August 2018. **All Juror Summons must be mailed weekly.** All Juror Questionnaire forms and Summons must utilize a ZIP + 4 pre-barcode with the vendor appending the +4 and bar code from CASS Certified software. Individual piece-rate must be under 1 oz. and maximum postal discounts must be obtained. A report with the address changes applied or bypassed due to incorrect address is required in copy and secured FTP file.
2. The Offeror will bill the Judiciary for the actual **total** mail out costs, which entails the printing and postage, after the mail out of the Juror Questionnaires. The charges for mail out of the Juror Summons will be billed to the Judiciary monthly.
3. The Juror Questionnaire must be approved for mailing by the USPS for compliance with outgoing and response mail document. The Juror Questionnaire and Summons must meet the Business Reply Mail Accounting System (BRMAS) requirements and utilize the lowest postage rate.
4. The Offeror must be capable of handling up to 250,000 pieces of mail.

#### **M. QUALITY CONTROL**

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

**Juror Questionnaire:** Every 1,000<sup>th</sup>

Juror Questionnaire form shall be pulled and inspected for adherence to specifications described in the contract.

**Juror Summons:** Every 200<sup>th</sup>

Juror Summons form shall be pulled and inspected for adherence to specifications described



in the contract.

## **1. SUMMONS PROCESSING**

- a. Offeror must be able to handle up to 40,000 pieces of documents provided by the Judiciary for Juror Summons. The summons documents will be mailed by the Offeror.
- b. The information to be captured is the 9-digit Juror participant no., 9-digit jury pool number, and designated court building for summons. The Judiciary will provide this information weekly to the vendor via email. One version of the file will be transmitted to the vendor.

## **1.3. SUMMARY OF RESPONSIBILITIES**

### **A. OFFEROR'S RESPONSIBILITIES**

Fabricate, print and mail out Juror Questionnaires and Juror Summons in compliance with the United States Postal Service Regulations.

Offeror will provide a file of updated addresses, excluding the removal of non-Hawaii, no forwarding addresses, and inter-island address changes to the Judiciary. This file should reflect the name and addresses of the Juror Questionnaires that were mailed out.

### **B. CLIENT'S RESPONSIBILITIES**

Provide Offeror data (Name, Address, 9 digit Juror Participant No., Circuit Court No., the jury service year, 9 digit Juror Pool No., and the Jury Pool Office Address and Phone Number) on secured FTP file for printing of Juror Questionnaire and Juror Summons.

The Juror Summons file will be emailed to the vendor by the Judiciary Jury pool office. Upon satisfactory completion of Juror Questionnaire and Juror Summons mail out, 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 Fabricating, Printing and mailing out Juror Questionnaires (statewide) and Juror Summons (First Circuit) 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 to fabricate, print and mail out Juror Questionnaires and Juror Summons 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 seventeen (17) months, beginning July 1, 2018 and ending on November 30, 2019, unless otherwise approved by the Administrative Director. The Offeror shall be given notice of award on or before July 1, 2018 to allow sufficient time to the Offeror to fabricate, print and mail out the Juror Questionnaire by the first week of August 2018.

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 one (1) additional twelve month period. Total contract period shall not exceed twenty-nine (29) months. Any extension to the contract is subject to the availability of funds, shall be in writing at least forty-five (45) days prior July 1, 2019 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 fabrication, printing and mail out of the questionnaire and summons 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 July 1, 2019, otherwise the requirement must rebid.

#### **Mail-Out Schedule**

##### Initial Contract term (July 1, 2018 – November 30, 2019):

First week of August 2018:	Juror Questionnaire form mailed out
December 1, 2018 – November 30, 2019:	Juror Summons mailed out weekly

##### Option to extend period (July 1, 2019 – November 30, 2020):

First week of August 2019:	Juror Questionnaire form mailed out
December 1, 2019 – November 30, 2020:	Juror Summons mailed out weekly

## 2.4. OFFEROR QUALIFICATION

- A. **Experience**. Offeror must have at a minimum three (3) consecutive years printing experience 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 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.
- C. **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 for the length of the contract. Local representative shall meet with the Judiciary and be available, accountable, and be responsible for the fabricating, printing and mailing out Juror Questionnaires (statewide) and Juror Summons (First Circuit) for the Circuit Courts for the entire duration of job. **Failure on the part of the Offeror to meet this requirement shall result in rejection of bid.**
- D. **SECURITY – Please see Attachment 2.**  
**Due to security concerns, physical printing facility must be located on the island of Oahu so it can be monitored periodically by the Officer-in-Charge to verify compliance.**

## 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 fabricate, print, and mail out Juror Questionnaires and Summons 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 2:00 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 P. 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 responsive and responsible Offeror submitting the lowest TOTAL BID AMOUNT to fabricate, print and mail out Juror Questionnaires and Summons 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, workers' compensation;

4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid healthcare; 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 Offeror 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.

## **2.10. COPY**

The Offeror must provide a detailed mockup illustrating the construction, composition, and personalization required. The format must be preapproved for mailing by the USPS for compliance with outgoing and return mail document.

All components to be represented in the existing mail piece format as well as additional text needed for instructions are required.

## **2.11. SAMPLE COPY**

Sample formats of the form are provided with the specifications. Juror Questionnaire shall contain all of the information as the Juror Questionnaire sample.

It shall be the Offeror's responsibility to examine the form 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 Juror Questionnaire and summons 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.

## **2.12. 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 Deepa P. Sheehan.

### **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 printing, 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.

### **B. Mail Out**

The Juror Questionnaire forms shall be mailed out no later than **the first week of August 2018**. The Juror Summons shall be mailed out weekly starting December 1, 2018 to November 30, 2019. Details of mail out of the Juror Questionnaire and Summons are contained in the Specifications section.

## **2.14. 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.

## **2.15. 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, Hawaii 96813  
Phone: 808.539.4350

The Judiciary – Second Circuit  
Fiscal Office  
2145 Main Street  
Wailuku, Hawaii 96793-1679  
Phone: 808.244.2999

The Judiciary – Third Circuit  
Fiscal Office  
777 Kilauea Avenue  
Hilo, Hawaii 96720  
Phone: 808.961.7424

The Judiciary – Fifth Circuit  
Fiscal Office  
3970 Kaana Street  
Lihue, Hawaii 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/her 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. Upon successful mail out of Questionnaires, vendor can bill a one-time payment. Upon successful mail out of weekly Summons, vendor can bill monthly.

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.

## **2.16. OTHER SPECIAL PROVISIONS**

### **2.16.1 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 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 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 the prosecution of the work or services out of the hands of the Contractor, and to use such methods that 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.

### **2.16.2 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.

### **2.16.3 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.

#### **2.16.4 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 J19059**

**TO FABRICATE, PRINT & MAIL OUT  
JUROR QUESTIONNAIRE & JUROR SUMMONS  
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 FABRICATE, PRINT, AND MAIL OUT JUROR QUESTIONNAIRES AND JUROR SUMMONS 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, to fabricate, print and mail out Juror Questionnaire and Summons for the Circuit Courts. All Juror Questionnaires shall be mailed no later than the first week of August 2018.

The postage fees to mail the Juror Questionnaire and Summons will be billed to the Judiciary

Initial term of contract: July 1, 2018 – November 30, 2019

## I. Juror Questionnaire & Summons

Bid Quotation shall be for stated quantities. However, should there be a need to increase or decrease the total quantity prior to the initial printing, 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.

### A. Juror Questionnaire Forms

Design, Fabricate, Print and Mail out Juror Questionnaires

Circuit	(A) Quantity (no. of sets)	(B) Cost per set	(A x B)
First Judicial Circuit	90,000		
Second Judicial Circuit	60,000		
Third Judicial Circuit	75,000		
Fifth Judicial Circuit	30,000		
<b>Subtotal A</b>	255,000		

### B. Juror Summons

	(A) Quantity	(B) Cost per Set	(A x B)
First Judicial Circuit	45,000 sets		
<b>Subtotal B</b>	45,000 sets		

### C. Preliminary Address Check (to include the update of name and/or addresses and file transfer to the Judiciary or data entry vendor)

Circuit	(A) Quantity	(B) Cost per Unit	(A x B)
First Judicial Circuit	90,000		
Second Judicial Circuit	60,000		
Third Judicial Circuit	75,000		
Fifth Judicial Circuit	30,000		
<b>Subtotal C</b>	255,000		

### D. Summary

	Description		TOTAL
A	Fabricate, print, and mail out Juror Questionnaires	Subtotal A	
B	Fabricate, print, and mail out Juror Summons	Subtotal B	
C	Preliminary Address Check	Subtotal C	
	<b>Total Bid Amount **</b>		

\*\* 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