



The Judiciary

State of Hawai'i

INVITATION FOR BIDS

J27012

**TO FURNISH RECORDS STORAGE
AND RETRIEVAL SERVICES OF
COURT DOCUMENTS FOR THE
FIRST CIRCUIT COURT
THE JUDICIARY, STATE OF HAWAI'I**

May 2026

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THE JUDICIARY, STATE OF HAWAII
HONOLULU, HAWAII

INVITATION FOR BIDS NO. J27012

IFB ADMINISTRATIVE INFORMATION

IFB Title	TO FURNISH RECORDS STORAGE AND RETRIEVAL SERVICES OF COURT DOCUMENTS FOR THE FIRST CIRCUIT COURT, THE JUDICIARY, STATE OF HAWAII
IFB Project Description (See Specifications)	
IFB Point of Contact: (See Officer-In-Charge)	Name - Imelda Nakamura Agency Name - Judiciary Email - Imelda.B.Nakamura@courts.hawaii.gov
Submit bids electronically via Hawaii Electronic Procurement System (HiePRO): (See Submission Offer)	Electronic Submission hiepro.ehawaii.gov
Deadline to Receive Questions: (See Schedule and Significant Dates and Electronic Submission of Questions)	May 11, 2026, 12:00 PM, Hawaii Standard Time (HST)
Question & Answers: (Sections Schedule and Significant Dates and Electronic Submission of Questions)	All questions, including those about Terms and Conditions, must be submitted through HiePRO. Questions must be submitted by the question deadline date.
IFB Closing Date: (See Schedule and Significant Dates)	May 18, 2026
IFB Closing Time: (See Schedule and Significant Dates)	12:00 PM, Hawaii Standard Time (HST)
Initial Term of Contract and Renewals: (See Term of Contract)	July 1, 2026 and end on June 30, 2027 With the possibility of an extension for one (1) additional 12-month period.
TAKE NOTE THE MANDATORY .75% (.0075) TRANSACTION FEE TO HAWAII INFORMATION CONSORTIUM, LLC DBA TYLER HAWAII IS BASED ON SALES FOR AWARDS MADE IN HIEPRO. (DETAILED IN SECTION 2.2 ELECTRONIC PROCUREMENT AND SECTION 2.11 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA TYLER HAWAII.)	

SECTION ONE – INTRODUCTION

1.1 INTRODUCTION

The first Judicial Circuit of the Judiciary, State of Hawai'i, is requesting competitive sealed bidding from interested parties who possess experience in providing records storage and retrieval service. The Contractor shall be responsible for all costs for labor, tools, equipment and other appurtenances necessary to provide such services

1.2 SCHEDULE AND SIGNIFICANT DATES

The significant dates for this project are as follows:

Deadline for Questions	May 11, 2026
Response to Written Questions	May 13, 2026
BIDS DUE	May 18, 2026, 12:00 PM
Tentative Contract Award Date	June, 2026
Tentative Contract Start Date	July 1, 2026

SECTION TWO - SOLICITATION INFORMATION

2.1. GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the Judiciary in accordance with the regulations and laws of the State of Hawai'i. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Hawai'i.

2.2. ELECTRONIC PROCUREMENT

The Judiciary has established the Hawaii State eProcurement (HlePRO) System to promote an open and transparent system for vendors to compete for state contracts electronically. Offerors interested in responding to this solicitation must be registered on HlePRO. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov/welcome.html>, select HlePRO Vendor Registration and then Vendor Registration Guide.

The Judiciary will use HlePRO to issue the IFB, receive Offers, and issue Addenda to the IFB. Addenda and the other information and materials shall be provided by the Judiciary through HlePRO, including additions or changes with respect to the dates in Schedule and Significant Dates. The Judiciary is not responsible for any delay or failure of any Offeror to receive any materials updated through the IFB Process on a timely basis.

As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term.

HlePRO Special Instructions. Offeror shall review all special instructions located in HlePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the bid deadline.

Offerors are advised that they should not wait until the last minute to submit their bid on HlePRO. Offerors should allow ample time to review their submitted bid, including attachments, prior to the bid deadline.

2.3. IFB ADDENDA

Changes to this IFB including but not limited to contractual terms and procurement requirements shall only be changed through formal written addenda issued by the Judiciary.

The Judiciary accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the Hawaii State eProcurement System (HlePRO) to obtain IFB

addenda or other information relating to the IFB.

2.4. QUESTIONS REGARDING IFB CONTENTS

If a Prospective Offeror believes that any provision of the IFB is unclear, potentially defective, or would prevent from providing a meaningful Offer, the Offeror shall submit questions regarding this solicitation through HlePRO on or before the deadline indicated in Schedule and Significant Dates. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the IFB to which the question applies. The Judiciary will respond by the response date specified in Schedule and Significant Dates. The Judiciary may issue Addenda in response to written questions received regarding the IFB.

2.5. ELECTRONIC SUBMISSION OF QUESTIONS

All questions must be submitted through the Hawaii State eProcurement System (HlePRO). Questions must be submitted by the question deadline date and time shown in Schedule and Significant Dates. Answers will be given via the Hawaii State eProcurement System (HlePRO) site as noted in Schedule and Significant Dates.

Offerors are cautioned about including context in questions that may reveal the source of questions. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, to the extent possible, to exclude information identifying potential Offerors.

2.6. CANCELLATION OF PROCUREMENT AND BID REJECTION

The Judiciary reserves the right to cancel this IFB and to reject any and all bids in whole or in part and waive any defects when it is determined to be in the best interest of the Judiciary, pursuant to HAR §3-122-96 thru HAR §3-122-97.

2.7. FIRM OFFERS

Responses to this IFB, including proposed prices and/or fees will be considered firm for 90 days from the bid due date.

2.8. RIGHT TO ACCEPT ALL OR PORTION OF BIDS

Unless otherwise specified in the solicitation, the Judiciary may accept any item or combination of items as specified in the solicitation or of any bid unless the Offeror expressly restricts an item or combination of items in its Bids and conditions its response on receiving all items for which it provided a bid. If the Offeror so restricts its Bid, the Judiciary may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Judiciary. The Judiciary may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror

ineligible for further evaluation or review.

2.9. OWNERSHIP OF DISPOSITION OF BIDS AND OTHER MATERIALS SUBMITTED

All costs incurred by the Offeror in preparing or submitting a bid shall be the Offeror's sole responsibility whether any award results from this IFB. The Judiciary shall not reimburse such costs. All bids become the property of the State of Hawaii.

2.10. ADDITIONAL INFORMATION

The Offeror shall provide additional information regarding aspects of an Offeror's Bid within five (5) business days of the Judiciary's request unless the Judiciary specifies another period. As noted, each Offeror shall submit only one Bid. If an Offeror submits more than one Bid, then the Judiciary reserves the right to reject and or dismiss the Offeror from the IFB Process.

2.11. PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA TYLER HAWAII

A mandatory .75% (.0075) transaction fee is charged to the awarded Contractor(s) based on the awarded amount. HlePRO is administered by Hawaii Information Consortium, LLC dba Tyler Hawaii. Hawaii Information Consortium, LLC shall invoice the awarded Contractor(s) directly for payment of transaction fees. Payment must be made to Hawaii Information Consortium, LLC within thirty (30) days from receipt of invoice. Hawaii Information Consortium, LLC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HlePRO system.

END OF SECTION

SECTION THREE - SPECIFICATIONS

3.1. SCOPE

Work included in this contract shall consist of FURNISHING RECORDS STORAGE AND RETRIEVAL SERVICES OF COURT DOCUMENTS FOR THE FIRST CIRCUIT COURT. The Contractor shall be responsible for all costs for labor, tools, equipment and other appurtenances necessary to provide such services.

Contractor shall provide facilities for the storage of court documents and services to retrieve and refile documents as necessary.

Storage space and retrieval services shall be provided for a 12-month period beginning on July 1, 2026 through June 30, 2027.

3.2. DESCRIPTION OF WORK

3.2.1. STORAGE SPACE

- A. Contractor shall provide a minimum of 15,900 cubic feet to store active & inactive, retrievable records.
- B. Records/files while stored shall be grouped together by their respective offices within the storage area. The five offices are: Legal Documents Branch Honolulu, Legal Documents Branch Kapolei, Cashiers, Land and Tax Appeal Court and Estate and Probate.
- C. Storage space of active and inactive files may either be combined or separated as long as both areas are within easy access to each other.

3.2.2. FACILITIES

- A. The storage facility must be located on the Island of Oahu and located away from threats of natural disaster, tsunami zone.
- B. The facility shall have a minimum of locked doors, fenced in grounds, a motion detection alarm system, 24-hour monitoring, and security cameras
- C. Locks should be of such quality that they cannot be cut with bolt cutters or other devices used by burglars.
- D. Key access to the locks must be restricted and controlled. Limited access

- E. The facility shall have safety measures and equipment to prevent and guard against fire including: Dry chemical fire suppression system, sprinkler system, fire extinguishers, fire alarms and smoke detectors.
- F. The facility shall have a climate and humidity controlled system that will be operating 24/7 in areas where the records will be stored.

3.2.3. PERSONNEL ACCESS

- A. The records storage area shall have restricted access. Only authorized company personnel and authorized representatives of the Judiciary shall be allowed access. The general public shall not have access to the area.

3.2.4. RECORDS STORAGE, RETRIEVAL AND INVENTORY

- A. Contractor shall provide a system to store, file, retrieve and refile documents as approved by the Officer-in-Charge. Inventory records shall be maintained by separate departments.
- B. Records shall be made available during normal business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding State holidays.
- C. Daily record retrieval may be required at an estimate of one time per day.
 - 1. The Judiciary shall contact the Contractor no later than 8:30 a.m. and provide a listing of files/boxes to be retrieved and delivered the same day by 2:00 p.m.
- D. With prior notification as mutually agreed upon between the Officer-in-Charge and the Contractor, Judiciary personnel shall have same-day access to records.
- E. Rush Retrievals
 - 1. With sufficient notification as mutually agreed upon between the

Officer-in-Charge and the Contractor, the Contractor shall provide Arush@ retrieval services in order to deliver the documents on the same day as requested.
 - 2. The Judiciary reserves the right to increase the number of monthly Arush@ retrievals and shall be billed according to the number of files/boxes actually retrieved and delivered.

3. Contractor shall provide AEmergency Service Retrievals@ 24 hours a day, 7 days a week.

F. Miscellaneous

1. Contractor shall have an operational computerized record retrieval system. The computerized record retrieval system shall be capable of performing search requests and inventory reporting records. The computerized record retrieval system will be inspected and deemed operational by the Officer-in-Charge prior to the award of the bid.
2. Detailed computerized inventory reports for each individual office: Legal Documents Branch Honolulu, Legal Documents Branch Kapolei, Cashiers, Land and Tax Appeal Court, and Estate and Probate will be provided by the Contractor quarterly or as requested by the Judiciary.
3. Contractor shall provide barcoded labels in advance for affixing onto storage boxes for inventory record keeping purposes.

3.2.5. PICK UP AND REFILING OF DOCUMENTS

- A. Contractor shall pick up previously delivered documents and return them to the storage facility for refiling.
 1. These documents may be picked up when the Contractor delivers newly requested records or as arranged by and agreed upon by the Contractor and the Officer-in-Charge.
- B. Contractor shall be responsible for refiling documents in its proper place.
- C. Retrieved records shall be refiled within twenty four (24) hours upon its return to the storage facility.
 1. The Judiciary reserves the right to increase or decrease the number of files/boxes to be picked up and refiled.

3.2.6. DESTRUCTION SERVICES

- A. Contractor shall destroy court documents, upon request in writing by the Officer-in-Charge or their designee. If off-site destruction services are utilized, Contractor shall ensure confidentiality of records and provide a Certificate of Destruction as proof of destruction.
- B. The Judiciary reserves the right to decrease the number of boxes of documents to be

destroyed each month and shall be billed according to the actual number of boxes destroyed.

3.2.7. AUTHORIZED COURT PERSONNEL

- A. A preapproved list shall be provided to the Contractor identifying authorized Judiciary personnel with accompanying signatures. Access shall be permitted to only those persons on the list whose signatures match and provide a current Judiciary photo identification.

3.2.8. DELIVERY OF DOCUMENTS

- A. All documents retrieved for the First Circuit Court shall be delivered to the respective offices.

3.2.9. SITE MAINTENANCE

- A. Contractor shall keep the storage area clean and free of debris and litter. A monthly rodent and pest control program will be provided by the Contractor.
- B. Contractor shall arrange files in an organized, neat and orderly manner.
- C. Should maintenance of the storage be unacceptable by the Officer-in-Charge, or their designee, the Contractor shall make every effort to rectify the problem until approved by the Officer-in-Charge, or their designee.
- D. The Contractor shall enforce strict prohibitions against infestations. No cartons will be accepted from a client unless they are free of infestation.
- E. The Contractor will provide in-house or on-site fumigation services for client record cartons if and when required.

3.2.10. INVOICING AND PAYMENT

- A. Contractor will provide (2) two separate billings monthly for as follows: Legal Documents Branch Honolulu, Cashiers, Land and Tax Appeal Court, and Estate and Probate combined as one billing and the Legal Documents Branch Kapolei as another separate billing.
- B. Contractor shall provide a detailed listing of current storage inventory and all transactions occurring during the month to support the monthly invoices.

END OF SECTION

SECTION FOUR - SPECIAL PROVISIONS

4.1. SCOPE

Work included in this contract shall consist of FURNISHING RECORDS STORAGE AND RETRIEVAL SERVICES OF COURT DOCUMENTS FOR THE VARIOUS PROGRAMS OF THE FIRST CIRCUIT COURT. All work shall be performed in accordance with these Special Provisions, the attached Specifications and General Conditions and Procedural Requirements.

4.2. OFFICER-IN-CHARGE

The following individuals, acting either directly or through authorized representatives, are designated Officers-In-Charge of their respective programs.

<u>Officer-In-Charge</u>	<u>Office/Program</u>	<u>Phone No.</u>
Imelda Nakamura	Legal Documents Honolulu	954-8310
Imelda Nakamura	Legal Documents Kapolei	954-8310
Brian Lee	Cashiers	539-4287
Beverlyn Simina	Estate and Probate	539-4590
Candace Takahashi	Land and Tax Appeal Court	539-4774

4.3. TERM OF CONTRACT

The Contractor shall enter into a contract to furnish services as specified in this Bid Proposal for a period of 12-month, commencing on July 1, 2026 through June 30, 2027. Unless terminated, and subject to the availability of funds, the contract may be extended by the Judiciary for one (1) additional twelve-month period, without re-soliciting, upon mutual agreement in writing at least thirty (30) days prior to expiration. In the event this contract is extended beyond the initial contract term, all terms and conditions relating to the Contractors obligations, as stipulated in these specifications, shall be in force. Price adjustments/modifications are set forth in the Price Adjustment provision or is negotiated and mutually agreed upon by each party. Should contractor increase the amount, amount shall not be more than 5% of the original contract amount.

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

4.4. PRICE ADJUSTMENT/MODIFICATIONS

Modifications may occur during the duration of this contract and an allowance for changes (increases or decreases) to the price may be granted provided, 1) the Contractor presents, in writing, reasonable justification for the price change and 2) The Judiciary and the Contractor mutually agree to the price change in the form of a contract modification issued by the Judiciary. Modifications are defined as changes in address, change in destination (deliver to/pickup from) address, change in the destination party, addition or deletion of delivery run(s), or the increase in the cost of fuel.

4.5. OFFEROR QUALIFICATION

- a. **Experience.** Offeror shall have at a minimum three (3) consecutive years file storage and retrieval experience in the State of Hawai'i. Offeror shall have a minimum two (2) years experience with their operational computerized record retrieval system at time of bid opening. Offeror shall include in bid proposal the type of computerized record retrieval system used. Failure on the part of the Offeror to meet this requirement shall result in rejection of bid.
- b. **References.** Offeror will list at least two (2) references, in the State of Hawai'i other than the Judiciary, for whom Offeror has furnished services that are 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 or are not comparable to the nature and volume of services specified herein.
- c. **Local Representative.** Offeror shall have and identify a local representative (in Hawai'i) in order to qualify for bid. Local representative must have an office location in the state of Hawai'i, 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 file storage and retrievals services for the entire duration of job. Failure on the part of the Offeror to meet this requirement shall result in rejection of bid.

4.6. 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 furnish record storage and retrieval services of court documents to the First Circuit Court as outlined in these Specifications. Bid price shall include any miscellaneous costs, all applicable taxes including 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, 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.

4.7. SUBMISSION OFFER

Offerors shall submit their Total Lump Sum Bid Price **THROUGH THE HIEPRO SYSTEM**, and attach scanned Section 5 "Offer Form" and other required documents as specified in this solicitation, **all no later than at the time and due date indicated on HiePRO, (<https://hiepro.ehawaii.gov/welcome.html>)**.

4.8. CONTRACT AWARD

A. Method of Award.

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

B. Responsibility of Contractor

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-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 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.

4.9. INSURANCE

- A.** 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 per accident or \$1,000,000.00 bodily injury per person, \$1,000,000 bodily injury per accident, and \$1,000,000.00 property damage per accident. Automobile insurance shall maintain coverage for all Owned, Non-Owned and Hired Automobiles. If Contractor does not own autos, they must maintain Hired & Non-Owned Auto Liability. This can be part of a general liability policy if they do not have their own vehicles.
 - 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, each insurance policy required by contracts, shall contain the following clauses:

- a. The Judiciary, State of Hawai'i is added as an additional insured as respects to operations performed for The Judiciary, State of Hawai'i (if available).
- b. It is agreed that any insurance maintained by The Judiciary, State of Hawai'i 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.

4.10. MODIFICATION

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

4.11. 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.

4.12. CONTRACT EXECUTION

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

4.13. REMOVAL OF CONTRACTORS EMPLOYEE

The Contractor agrees to remove any of its employees for unsatisfactory performance of services rendered and to be rendered to the Judiciary, upon request in writing by the Officers-in Charge.

4.14. INSPECTIONS

All services provided 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. They may require additional information as necessary.

4.15. INVOICING AND PAYMENT

Contractor shall submit separate invoices for each individual office (Legal Documents Branch Honolulu, Cashiers, Land and Tax Appeal Court, and Estate and Probate) of the First Circuit Court address listed below. The invoice for the Legal Documents Branch Kapolei shall be submitted to the Family Court Kapolei address listed below.

First Circuit Court	Family Court
Fiscal Branch	Fiscal Branch
777 Punchbowl Street	4675 Kapolei Parkway
Honolulu, HI 96813	Kapolei, HI 96707

4.16. COMPUTERIZED RECORD RETRIEVAL SYSTEM

Contractor shall have an existing operational computerized record retrieval system. The computerized record retrieval system must be capable to perform search requests and inventory reporting upon request. Use of software program and barcode technology for records inventory, and to track file/box location. Program of records inventory that allows accessibility by court staff and by department. Separate records inventory and tracking by department – Legal Documents Honolulu, Legal Documents Kapolei, Court Reporters, Cashiers, Estate and Probate. Failure on the part of the bidder to meet this requirement shall result in rejection of bid.

4.17. REPORTING

The Contractor shall have provide a quarterly summary report, to each individual office (Legal Documents Honolulu, Legal Documents Kapolei, Court Reporters, Cashiers, and

Estate and Probate), of all records in storage and the number of retrieval and deliveries made during that period.

The report shall be submitted no later than the 15th day of the month following the end of the quarter.

The format of the report shall be agreed upon between the Officers-in Charge and the Contractor.

4.18. OTHER SPECIAL PROVISIONS

4.18.1. 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.

4.18.2. 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 judgment to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.

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 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 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.

4.18.3. 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.

4.18.4. 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 Director, or the interpretation made by the Financial Services Director, shall govern and control. In addition, the parties hereto agree that said Financial Services Director 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.

4.18.5. 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 FIVE - OFFER FORM
INVITATION FOR BIDS NO. J27012
TO FURNISH RECORDS STORAGE AND RETRIEVAL SERVICES
OF COURT DOCUMENTS FOR THE FIRST CIRCUIT COURT
THE JUDICIARY, STATE OF HAWAI'I**

Offeror: _____
_____, Hawai'i
_____, 20_____

Financial Services Director
The Judiciary, State of Hawai'i
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawai'i 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 Hawai'i, 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 October 2023 by reference made a part hereof and available upon request, for this contract, and that the Financial Services Director 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 hereby proposes to FURNISH RECORDS STORAGE AND RETRIEVAL SERVICES OF COURT DOCUMENTS FOR THE FIRST CIRCUIT COURT, THE JUDICIARY, STATE OF HAWAI'I, in strict compliance with the Agreement, Specifications, Special Provisions, and General Conditions dated October 2023 and Procedural Requirements dated May 2003 by reference made a part hereof and available upon request, for the Total Lump Sum Bid Price of:

Dollars (\$ _____)

The undersigned represents: **(Check one only)**

A **Hawaii Business** incorporated or organized under the State of Hawai'i; **OR**

A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawai'i, but registered at the State of Hawai'i Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawai'i 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 (**Hawai'i street address**): _____

City, State, Zip Code: _____

Email Address: _____

Respectfully submitted,

Offer: _____
Exact Legal Name of Offeror

Signature: _____

Name: _____

Title: _____

Date: _____

Phone: _____ Fax: _____

Email Address: _____

The following proposal is hereby submitted for all of the work listed below, to furnish records storage and retrieval services of court documents for the First Circuit Court. Price must include all applicable taxes.

Bid Amount for Fiscal Year 2027 (July 1, 2026 to June 30, 2027)

Description of Services Required		Cost Per Unit	Est. Cost Per Month <i>(Unit price x Est.)</i>	Bid Price <i>(Est. Cost/Mon x 6)</i>
1	Storage Cost for Active & Inactive files/boxes (approximately 15,900 boxes per month)			
2	Addition of boxes/file (approximately 10 boxes per month)			
3	File retrieval/refile (approximately 66 boxes per month)			
4	File pick up/delivery (approximately 70 boxes per month)			
5	RUSH retrievals (approximately 2 retrievals per month)			
6	Destruction Services (4 times annually, approximately 2,400 lbs. annually)			
7	Purchase of Boxes Note: Purchase will depend on pricing)			
Total Cost for FY27 (Line #1 Entry)				

Additional Information Required – Price per gallon of fuel used to calculate bid amount above: _____

Summary of Bid:

**Total Cost for
Fiscal Year 2027**

Total Lump Sum Bid Price

**

**** Amount should agree with Total Lump Sum Bid Price shown on page 1 of Offer Form and this is the amount to be entered into HlePRO**

ADDITIONAL FEES AND CHARGES: Vendors shall include all applicable fees, charges, surcharges, shipping/handling, delivery, or any other charges associated with this solicitation in the price submitted.

TOTAL COST FOR FY should agree with the amount entered into the State of Hawaii Procurement System (HlePRO) <https://hiepro.ehawaii.gov/welcome.html>.

II. Additional Information

A. 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 perform this service.

Name of Subcontractor Company

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 provided or is currently providing 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.

<u>Company Name / Agency Contact Person</u>	<u>Address</u>	<u>Phone/Fax/Email</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. NAME OF AUTHORIZED LOCAL SERVICE REPRESENTATIVE

<u>Company Name/Agency Contact Person</u>	<u>Address</u>	<u>Phone/Fax/Email</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

D. INSURANCE COVERAGE: Carrier Name Policy No.

Commercial General Liability	_____	_____
Automobile Insurance	_____	_____
Worker's Compensation	_____	_____
Temporary Disability	_____	_____
Prepaid Health Care	_____	_____
Unemployment Insurance	_____	_____

E. Is drawing or layout of proposed storage area attached: _____

F. Type of computerized record retrieval system used by Offeror: