

SECTION ONE SPECIFICATIONS

1.1. SCOPE

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

1.2. DESCRIPTION OF WORK

1.2.1. FORM REQUIREMENTS

Offerors are hereby notified that the Contractor selected will be required to produce covers identical to the actual cover samples in every respect, exception relating to the card stock product utilized for the 2014 yr. Any "water shed" card stock product is prohibited. Whenever visual or other inspection reveals any difference between the written specifications and samples, the samples shall control, except for weight of file folders. Stock must be Manila, 14 point.

1. QUANTITY: Summary of File Folder Covers:

	Numbered Covers	Blank Covers	Back Covers
First Circuit - Honolulu	15,523	5,850	25,873*
First Circuit - Kapolei	8,167	1500	9,667
Second Circuit	8,530	3,800	19,000
Third Circuit - Hilo	5,545	2,450	7,995
Third Circuit - Kona	1,890	1,700	3,590
Fifth Circuit	3,975	1,400	6,000

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

2. FORM SPECIFICATIONS

Form Specifications		1CC Hon, Kapolei & Land and Tax Appeal Court	2CC	3CC - Hilo	3CC - Kona	5CC	
A	Number of Parts	front covers	31,040	12,330	7,995	3,590	5,375
		Back covers	35,540*	19,000	7,995	3,590	6,000
B	Ink	Black Ink	ALL CASE TYPES/TITLES PRINTED IN BOLD				
C	Stock	Manila, 14 point (175 lb. Manila), No exceptions. Deviations not allowed Manila stock shall allow for manual typing and/or laser printing directly on the product and/or permanent affixing of self-adhesive labels. Any "water shed" type product is					

		prohibited.
D	Size	Folder size shall be 8 -3/4" by 13-5/8" to accommodate letter size documents
E	Composition	Body copy on front and reverse side of the front covers shall be printed as per samples and shall be centered (excepting the tabs on the "blank" covers and the tabs of the First Circuit civil folders)
F	Copy & Numbering Copy to be printed on the file folders are as listed. Note: This copy (title) may differ from the samples.	CIRCUIT COURT, FIRST CIRCUIT
		FAMILY COURT, FIRST CIRCUIT
		CIRCUIT COURT, SECOND CIRCUIT
		FAMILY COURT, SECOND CIRCUIT
		DISTRICT COURT, SECOND CIRCUIT
		CIRCUIT COURT, THIRD CIRCUIT - HILO DIVISION
		FAMILY COURT, THIRD CIRCUIT - HILO DIVISION
		CIRCUIT COURT, THIRD CIRCUIT - KONA DIVISION
		FAMILY COURT, THIRD CIRCUIT - KONA DIVISION
		CIRCUIT COURT, FIFTH CIRCUIT
		FAMILY COURT, FIFTH CIRCUIT
		DISTRICT COURT, FIFTH CIRCUIT
		LAND AND TAX APPEAL COURT, STATE OF HAWAI'I
All Circuits	There is no body copy on the back covers	
First Circuit Court - Honolulu and Kapolei	1. First Circuit Civil (CIV) covers only, a dash shall follow the last number of each sequence (e.g. CIV 17-1-0001-, CIV 17-1-0002-) 2. First Circuit FC-CR (Misdemeanor): These folders have same body copy as FC-CR folders except numerical prefix shall begin at 17-1-1000 3. *Back Covers: 4,500 without fasteners for Land Court	
Second Circuit Court	1. Second Circuit- All Circuit Court and FC-CR folders (shaded) shall have a parenthesis () with a space between printed after the numbers on the front cover. [e.g. FC-CR 17-1-0001 ()].	
Third Circuit Court	1. Third Circuit-Kona Division folders shall have a 'K' printed after the numbers on the tabs and the front copy. (Refer to samples).	
Fifth Circuit Court Fifth District Court		

G	TABS All Circuits	<ol style="list-style-type: none"> 1. Front cover shall have both side tab (long end) and bottom tabs (end tab) 2. "Blank covers" and First Circuit "CIV" numbered covers do <u>not</u> have a mylar overlay over the tabs. 3. Bottom tab (end tab) shall be two ply reinforced and as per sample. 4. Side and bottom tabs shall be printed on two sides with alpha and sequentially numbered prefixes as per samples. (See numbering specifications) 5. After being numbered (except where specified), tabs shall be reinforced with a mylar overlay in various colors according to the type of proceeding (alpha prefix) as specified in the following table. 6. Tab for CG folder will be Lt. Green with Mylar for all circuits EXCEPT First Circuit.
	First Circuit Court	<ol style="list-style-type: none"> 1. Side tabs for the First Circuit vary and shall be as specified on the quantity table. 2. CIV and CR folders for the First Circuit <u>only</u>, shall have two separate tab positions. The even numbered file folders shall be in the third position and the odd numbered file folders shall be in the fourth position as specified on the quantity table. Each tab is 1/4 cut. 3. Tab for CG folder will be Lt Green without mylar.
	Second, Third-Hilo, Third-Kona & Fifth Circuits	<ol style="list-style-type: none"> 1. Side tabs (long end) shall be 1/4 cut as per samples. All 1/4 cut tabs shall be positioned in the 4th tab position (i.e. 4th position being closest to the bottom or end tab.) 2. Third Circuit-Kona Division folders shall have a 'K' printed after the numbers on the tabs and the front copy.
H	Reinforcement & Punching	<ol style="list-style-type: none"> 1. Die cut at top of front cover and shall be sliced with wrap around tape reinforcing and two hole punching. 2. Back cover to have top scored with two mylar reinforced slits punching on back cover.
I	Back Covers	<ol style="list-style-type: none"> 1. Backs shall be cut to match the front covers in size, but allowing both the side and bottom tabs of the front covers to protrude for easy access. 2. Back cover to have top scored with two mylar reinforced slits punching on back cover.
J	Fasteners	For all back covers, a 2-inch single <u>embedded</u> fasteners shall be installed by the manufacturer. This prong shall be located approximately 1-1/2 inches below the scoring line on the inside of the back cover.

K. Horizontal Numbering on side tabs:

The numbering shall be horizontal on the body copy and on the side tab, and vertical on the bottom tab, as per samples. (Side Tab) CR 17-1-0001

	C
	R
	1
	7
	-
	1
	-
	0
	0
	0
	1

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

L. Tab Colors

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

PROCEEDING ALPHA PREFIX	ALL CIRCUITS MYLAR COLOR
C	Lt. Green
CG (First Circuit)	Lt. Green NO MYLAR
CG (ALL CCs except CC1)	Lt. Green
CIV (First Circuit)	NO MYLAR
CIV	Clear
CR	Yellow
LD	NO MYLAR
ML	Clear
P	Pink
SP	Orange
SPP	Orange
TX	Clear
FC-A	Amber (NEW Color)
FC-AA	Lt. Blue
FC-AP	Lt. Lavender
FC-CR	Gray
FC-CU	Yellow
FC-D	Lt. Blue
FC-DA	Red
FC-G	Lt. Green
FC-GR	Lt. Lavender
FC-M	Pink
FC-P	Purple
FC-S	Blue

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

2.: Fifth Circuit

Proceeding/ Alpha Prefix	Mylar Color
RC	Purple
SC	Pink
SS	Red
SD	(NO MYLAR)

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

1.3. PROOFS AND SAMPLES

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

First Circuit & Land and Tax Appeal Court Patsy Nakamoto, Legal Documents First Circuit Court, Kaahumanu Hale 777 Punchbowl Street, 1 st Floor Honolulu, Hawaii 96813-5093 Phone: 808-539-4310 Fax: 808-539-4314 email: Patsy.K.Nakamoto@courts.hawaii.gov	Third Circuit - Hilo Folders Ms. Ulu Johansen, Legal Documents Third Circuit Court - Hilo 777 Kilauea Avenue Hilo, Hi 96720 Phone: 808-961-7400 Fax: 808-961-7493 email: Ulu.M.Johnasen@courts.hawaii.gov
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<p>First Circuit - Kapolei Court Ms. Alicia Danbara, Legal Documents First Circuit Court, Ronald TY Moon Complex 4675 Kapolei Parkway 1st Floor Kapolei, Hawaii 96707-3272 Phone: 808- 954- 8310 Fax: 808 -954-8333 email: Alicia.M.Danbara@courts.hawaii.gov</p>	<p>Third Circuit, Kona Folders: Ms. Lindalani MockChew, Legal Documents Third Circuit Court - Kona Keakealani Building (Old Kona Hospital) 79-1020 Haukapila Street, Room 240 Kealakekua, Hawaii 96750 Phone: 808-322-8750 Fax: 808-322-8730 email: Lindalani.K.MockChew@courts.hawaii.gov</p>
<p>Second Circuit Folders: Ms. Annette Perkett, Legal Documents Second Circuit Court, Hoapili Hale 2145 Main Street, 1st Flr Wailuku, Hawaii 96793-1679 Phone: 808-244-2977/2752 Fax: 808-244-2932 email: Annette.L.Perkett@courts.hawaii.gov</p>	<p>Fifth Circuit Folders: Ms. Janis Eghan, Legal Documents Fifth Circuit Court 3970 Kaana Street Lihue, Hawaii 96766-1283 Phone: 808-482-2337 Fax: 808-482-2553 email: Janis.N.Eghan@courts.hawaii.gov</p>

1.4. DELIVERY

Delivery of the covers shall be made no later than **December 16, 2016**, to the respective Circuits as listed:

<p>First Circuit - Honolulu Folders Ms. Patsy Nakamoto, Legal Documents First Circuit Court, Kaahumanu Hale 777 Punchbowl Street, 1st Floor Honolulu, Hawaii 96813-5093 Phone: 808-539-4308</p>	<p>First Circuit - Kapolei Folders Ms. Alicia Danbara, Legal Documents First Circuit Family Ct, Kapolei Court Complex 4675 Kapolei Parkway, 1st Floor Kapolei, Hawaii 96707-3272 Phone: 808-954-8310</p>
<p>Land and Tax Appeal Court Ms. Kathleen Hanawahine First Circuit Court, Kaahumanu Hale 777 Punchbowl Street, 1st Floor Honolulu, Hawaii 96813-5093 Phone: 808-539-4773 Fax: 808-539-4713</p>	<p>Second Circuit Folders: Ms. Annette Perkett, Legal Documents Second Circuit Court, Hoapili Hale 2145 Main Street, Suite 106 (site specified within Suite 106) Wailuku, Hawaii 96793-1679 Phone: 808-244-2977/2752 Fax: 808-244-2932</p>
<p>Third Circuit, Kona Folders: Ms. Lindalani Mock Chew, Legal Documents Third Circuit Court - Kona Old Kona Hospital Building Kealakekua, Hawaii 96750 Phone: 808-322-8750 Fax: 808-322-8730</p>	<p>Third Circuit - Hilo Folders Ms. Ulu Johnsen, Legal Documents Third Circuit Court - Hilo 777 Kilauea Avenue Hilo, Hi 96720 Phone: 808-961-7400 Fax: 808-961-7493</p>
<p>Fifth Circuit Folders: Ms. Janis Eghan, Legal Documents Fifth Circuit Court 3970 Kaana Street Lihue, Hawaii 96766-1283 Phone: 808-482-2337 Fax: 808 – 482-2553</p>	

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

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

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

1.5. PACKAGING

1. Front covers shall be boxed separately from back covers. All boxes shall be clearly marked with the appropriate Circuit, proceeding, and case number from "___ to ___"
2. All file covers should be packaged in ascending numerical order, with no. 1 being the first cover.
3. All file covers for the First Circuit Civil and Criminal Covers should be packaged in numerical sequence and **NOT** separated by odd or even numbers.
4. All File Covers specified on the First Circuit Court Kapolei File Folders FY2017 Quantity and Specification Table shall be boxed separately from covers specified on the First Circuit Court Honolulu File Folders FY 2017 Quantity and Specification Table.
5. All Family Court File Covers (FC-AA, FC-CR, FC-DA, and FC-S) for the Third Circuit, Kona shall be boxed separately.

END OF SECTION

SECTION TWO SPECIAL PROVISIONS

2.1. SCOPE

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

2.2. OFFICER-IN-CHARGE

Patsy Nakamoto, is designated Officer-In-Charge. The telephone number at which she may be reached is (808) 539-4303.

2.3. TERM OF CONTRACT

The Contractor shall enter into a contract to fabricate, print and deliver Court File Folder Covers for the Circuit, Family and District Courts. Such folders shall be delivered **no later than December 16, 2016**. Failure to meet the delivery date of December 16, 2016, will be subject to Liquidated Damages as stated in the Special Provisions.

2.4. OFFEROR QUALIFICATION

2.4.1. Experience.

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

2.4.2. References.

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

2.4.3. Local Representative.

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

2.5. OFFER PREPARATION

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

2.5.1 Legal Name.

Offeror is requested to submit its bid under its exact legal name as registered at the Department of Commerce and Consumer Affairs. Failure to do so may delay proper

execution of the contract.

2.5.2. Offer Price.

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

2.5.3. Proposal Guarantee.

A Proposal Guarantee is NOT required for this Bid Proposal.

2.5.4. Contract Bond.

A Contract Bond is not required for this project.

2.5.5. Tax Liability.

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

2.6. SUBMISSION OF PROPOSAL

Offerors shall submit their bid price through HePs by the designated date & time.

2.7. CONTRACT AWARD

2.7.1. Method of Award

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

2.7.2. Hawaii Compliance Express

A. The Contractor is required to submit a Hawaii Compliance Certificate. The Hawaii Compliance Express Certificate (HCE), allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov/hce/splash/welcom.html> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Under Hawaii Law, Vendors must provide proof of compliance in order to receive a contract greater than \$25,000 with state and counter government entities in Hawaii. Vendors that elect to use the new HCE services will be required to pay an annual fee to the Hawaii Information Consortium, LLC (HIC).

B. 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.

C. Final Payment Requirement

A Hawaii Compliance Certificate will be required for final payment.

2.8. Joint Contractors

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

2.9. COPY

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

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

2.10. CONTRACT EXECUTION

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

2.11. 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.

2.12. MODIFICATIONS

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

2.13. QUANTITY

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

that the Contractor delivers.

2.14. PACKAGING

1. Front covers shall be boxed separately from back covers. All boxes shall be clearly marked with the appropriate Circuit, proceeding, and case number from " ___ to ___".
2. All File Covers specified on the First Circuit Court Kapolei File Folders FY2017 Quantity and Specification Table shall be boxed separately from covers specified on the First Circuit Court Honolulu File Folders FY 2017 Quantity and Specification Table.
3. All file covers for the First Circuit Civil and Criminal Covers should be packaged in numerical sequence and NOT separated by odd or even numbers.
4. All file covers for the Second Circuit Court should be packaged in ascending numerical sequence.
5. All Family Court file folder covers (FC-AA, FC-CR, FC-DA, FC-S, and FC-A, FC-AP, FC-G, FC-TPR, and UCCJEA) for the Third Circuit - Kona shall be boxed separately.

2.15. DELIVERY

The court file folder covers shall be delivered no later than December 16, 2016. The Total Bid Amount shall include any and all costs required to ensure delivery by the December 16, 2016, deadline. All covers shall be delivered to the appropriate Circuits as specified in the Delivery Section of the Specifications. TOTAL BID AMOUNT shall also include all costs to deliver the First Circuit folders into the basement storage area in an area designated by the Officer-In-Charge. Failure to meet the delivery date of December 16, 2016, will be subject to Liquidated Damages as stated in the Special Provisions.

2.16. INSPECTIONS

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

2.17. INVOICING AND PAYMENT

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

The Judiciary (1) FIRST CIRCUIT Mr. Paul Kaneshiro Fiscal Office 777 Punchbowl St. Honolulu, HI 96813 Phone: 808-539-4351	(1) Billings for: First Circuit Honolulu, & Land & Tax Appeal Court	The Judiciary (2) FIRST CIRCUIT Mr. Reid Iwamoto Fiscal Office 4675 Kapolei Parkway Kapolei, HI 96720 Phone: 808-954-8268	(2) Billing for: First Circuit Kapolei
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The Judiciary (3) SECOND CIRCUIT Ms. Terri Gearon Fiscal Office 2145 Main Street Wailuku, HI 96793-1679 Phone: 808-244-2999	(3) Billings for: Second Circuit and District Court, Second Circuit	The Judiciary (4) THIRD CIRCUIT Mr. Colin Young Fiscal Office 777 Kilauea Avenue Hilo, HI 96720 Phone: 808 961-7417	(4) Billings for: Third Circuit – Hilo and Third Circuit - Kona Division
The Judiciary (5) FIFTH CIRCUIT Ms. Danette Wise Fiscal Office 3970 Kaana Street Lihue, HI 96766-1283 Phone: 808-482-2305	(5) Billings for: Fifth Circuit and District Court, Fifth Circuit.		

2.18. OTHER SPECIAL PROVISIONS

2.18.1. 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.

2.18.2. 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.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods as are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be off set from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

2.18.3. 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.

2.18.4. 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 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.

2.18.5. 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