

**INVITATION FOR BIDS  
NO. J19166**

**TO FABRICATE, PRINT, AND DELIVER  
VARIOUS TRAFFIC CITATION FORMS FOR  
THE JUDICIARY, STATE OF HAWAII**

**SEPTEMBER 2018**

**NOTICE TO OFFERORS THROUGH THE  
STATE OF HAWAII PROCUREMENT SYSTEM (HIePRO)**

**INVITATION FOR BIDS NO. J19166**

The Judiciary, State of Hawaii

September, 2018

Competitive Sealed Bids to **Fabricate, Print, and Deliver Various Traffic Citation Forms for The Judiciary, State of Hawaii**, will be received electronically only THROUGH THE STATE OF HAWAII PROCUREMENT SYSTEM (HIePRO) at <https://hiepro.ehawaii.gov/welcome.html> up to and will be opened at the date and time indicated in HIePRO.

Bids and Offer Forms (Section 3 of this IFB) received after the date and time specified in HIePRO or at a location other than the HIePRO website indicated above will not be considered. All proposals must be made on forms obtainable from the above HIePRO website and must be in accordance with the accompanying instructions.

Questions relating to this bid solicitation shall be directed to Deepa Sheehan, in the Judiciary Contracts 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). Technical questions about the forms may be directed to Korin Okada, Traffic Violations Bureau Manager, District of the First Circuit, telephone number (808) 538-5595, email [Korin.K.Okada@courts.hawaii.gov](mailto:Korin.K.Okada@courts.hawaii.gov).

/s/ Suzanne Efhan \_\_\_\_\_

Suzanne Efhan

Acting Financial Services Director

**TABLE OF CONTENTS**

**SECTION 1 - SPECIFICATIONS** .....3

**SECTION 2 - SPECIAL PROVISIONS** .....7

2.1 SCOPE OF WORK .....7

2.2 OFFICER-IN-CHARGE .....7

2.3 TERM OF CONTRACT .....7

2.4 OFFEROR QUALIFICATION .....7

2.5 OFFER PREPARATION .....8

2.6 SUBMISSION OF OFFER .....9

2.7 SAMPLE COPY .....9

2.8 CONTRACT AWARD .....10

2.9 CONTRACT EXECUTION.....11

2.10 PROOFS .....11

2.11 QUANTITY .....12

2.12 NUMBERING.....13

2.13 PACKAGING.....14

2.14 DELIVERY .....14

2.15 TECHNICAL ASSISTANCE .....16

2.16 MODIFICATIONS.....17

2.17 QUALITY OF PRODUCT.....17

2.18 LIQUIDATED DAMAGES .....17

2.19 INVOICING AND PAYMENT .....18

2.20 RECYCLED PRODUCT PREFERENCE .....19

2.21 PRINTING PREFERENCE .....19

2.22 INTERPRETATION OF PROVISIONS .....20

2.23 AMENDMENTS .....20

2.24 STRICT PERFORMANCE.....20

2.25 CONFLICTS AND VARIATIONS .....21

**SECTION 3 - OFFER FORM** ..... 22-27

**ATTACHMENTS**

- General Conditions dated February 2001
- Procedural Requirements dated May 2003
- Standard of Conduct
- Hawaii Judiciary Policy Discrimination/Harassment-Free Workplace
- TICKET TEXT SAMPLE – 1<sup>st</sup> Circuit Only

## **SECTION 1 - SPECIFICATIONS**

Work included in this agreement shall be to **FABRICATE, PRINT, AND DELIVER VARIOUS TRAFFIC CITATION FORMS FOR THE JUDICIARY**. All work shall be performed in accordance with these Specifications, Special Provisions, and General Conditions Governing Contracts with the Judiciary dated February 2001, Procedural Requirements Governing RFP's and IFB's dated May 2003, and IFB attached hereto and by reference made a part hereof.

Upon request, Offerors will be provided sample forms of each type of citation to be printed and are hereby notified that the Contractor selected will be required to produce forms identical to the samples in every respect except for the composition changes indicated on mock-up samples (to be provided after award). For the convenience of bidders and the Contractor selected, Judiciary has included these written specifications; however, Judiciary makes no warranty that these written specifications are in fact identical in all respects with the samples provided. Samples shall control except for the composition changes indicated on mock-up samples.

**The Judiciary's Officer-in-Charge will provide Contractor with final composition (text) of all forms after award.**

**NOTE THAT THE FORM'S COMPOSITION (TEXT) VARIES FROM CIRCUIT TO CIRCUIT.**

## General Requirements

The white and canary sheets (paper), chipboard and envelopes **shall** be of recycled content as follows: minimum 30% post-consumer recovered material. The blue colored sheet (paper) and cover (index) **need not be of recycled content.**

## Detailed Requirements

- 1.1 Citation Types:      1) Citation for Traffic Crime(s) Arrest  
   2) Notice of Parking Infraction(s)  
   3) Notice of Traffic Infraction(s)
- 1.2 Finish Size:              Citation/Notice: 8-1/2" x 11"; folded in half lengthwise  
   Book: approximate finish size is 4-1/4" x 11"
- 1.3 Paper Specs:              3-part carbonless snap-out sets; black transfer ink.  
  
   1<sup>st</sup> sheet: white bond, CB, #15 (recycled)  
   2<sup>nd</sup> sheet: canary bond, CFB, #14 (recycled)  
   3<sup>rd</sup> sheet: light blue bond, CF, #15 (virgin)
- 1.4 Marginal Notations:    Black ink. Centered on bottom, left-half of each sheet.  
  
   1<sup>st</sup> sheet: Court  
   2<sup>nd</sup> sheet: Defendant  
   3<sup>rd</sup> sheet: Officer
- 1.5 Cover:                      Same format as current citations; wrap around with chipboard support. 140# index (virgin), or comparable, but not lighter in weight/thickness. Covers to be colored as follows:  
  
   1) Citation for Traffic Crime(s) Arrest - Light Green  
   2) Notice of Parking Infraction(s) - Pink  
   3) Notice of Traffic Infraction(s) - Light Blue
- 1.6 Chipboard Support:    Refer to sample chipboard provided (Made of recycled material).
- 1.7 Binding:                      Wrap around triad cover; scored as necessary (refer to sample citation books). Books to be numbered (imprinted), on the side of the spine so the numbers can be read when stacked on a shelf. Bound (stapled) in sets of 20.
- 1.8 Numbering:              Location:                      Front side of sheets 1,2,3 only, location as noted on samples  
  
   Number from:              0000001 to  
   Color of Number:        Black crash or collator numbering  
   Prefixes:                      Refer to Special Provisions

- 1.9 Perforating Specs: 2 horizontal: approximately 1/2" from top of form and 7/8" from top of form; parts 1,2,3 glued together with one glue stream between perforations.
- 1.10 Ink Specs: Citation/Notice: 2-sided printing; black ink, except as indicated. Cover: **Black ink must be moisture resistant.** QUALITY: Citations shall be clean, clear and free of carbon smearing/smudging of NCR paper on Parts 2 and 3.
- 1.11 Additional Specs: Blueline proof required. Each set must be folded in half, lengthwise. Each book is bound by 2 heavy duty staples at the top. 20 sets per book. Invoice and ship directly to addresses provided.
- 1.12 Bar code: Code 128 type. Front side of sheets 1,2,3 only, location as noted on samples.
- 1.13 Print Date: Print month and year that forms are being printed on bottom right corner of Parts 1 through 3, on bottom center of cover and right corner of envelopes (e.g. 10/14).
- 1.14 General: Show starting and ending numbers of forms on carton labels. Missing numbers must be listed on each carton. A list of missing numbers must also be provided. No overruns.
- 1.15 Quality: Citations shall be clean, clear and free of carbon smearing/smudging of NCR paper on Parts 2 and 3.
- 1.16 **ENVELOPE**
- 1.16.1 General: Separate from ticket. Use with Notice of Parking Infraction(s) and Notice of Traffic Infraction(s) only.
- 1.16.2 Finish Size: 8-7/8" x 7-1/2"  
Flap: 8-3/8" x 3-5/8"  
Other: Closed - 8-7/8" x 3-7/8" (#9 size)
- 1.16.3 Paper Specs: 24# white wove return mailer envelope (recycled content). Mailer has a double flap, one for closure and one for the return portion of the envelope
- 1.16.4 Perforating Specs: 1 horizontal 3/4" from top envelope flap on back side, refer to sample
- 1.16.5 Ink Specs: 2-sided printing on envelope and flap, black ink

1.16.6 Additional Specs: Blueline proof required. Envelopes are finished closed, glue strip on flap to seal. Invoice and ship directly to various circuits as indicated.

1.16.7 Return Addresses As follows:

- a. District Court of the First Circuit - Traffic Violations Bureau  
1111 Alakea Street, 2<sup>nd</sup> Floor  
Honolulu, Hawaii 96813
- b. District Court of the Second Circuit  
Traffic Violations Bureau  
2145 Main Street, 1st Floor, Room 137  
Wailuku, Hawaii 96793
- c. District Court of the Third Circuit - Hilo Division  
Hale Kaulike  
777 Kilauea Avenue  
Hilo, Hawaii 96720
- d. District Court of the Third Circuit - Kona Division  
Keakealani Building  
79-1020 Haukapila Street, Room 219  
Kealahou, Hawaii 96750
- e. District Court of the Third Circuit - South Kohala Division  
Waimea Civic Center  
67-5187 Kamamalu Street  
Kamuela, Hawaii 96743
- f. District Court of the Fifth Circuit  
3970 Kaana Street, Room 206  
Lihue, Hawaii 96766

**END OF SECTION 1**

## **SECTION 2 - SPECIAL PROVISIONS**

### **2.1 SCOPE**

Work included in this agreement shall be to FABRICATE, PRINT, AND DELIVER VARIOUS TRAFFIC CITATION FORMS FOR THE JUDICIARY. All work shall be performed in accordance with these Special Provisions, Specifications and General Conditions Governing Contracts with the Judiciary dated February 2001, Procedural Requirements Governing RFP's and IFB's dated May 2003, and IFB attached hereto and by reference made a part hereof.

### **2.2 OFFICER-IN-CHARGE**

For the purpose of this agreement, Ms. Korin Okada, Traffic Violations Bureau Manager, District of the First Circuit, telephone number (808) 538-5595, email [korin.k.okada@courts.hawaii.gov](mailto:korin.k.okada@courts.hawaii.gov) , or her designee, is designated Officer-in-Charge.

### **2.3 TERM OF CONTRACT**

The Contractor shall enter into a contract to fabricate, print, and deliver various citation forms for the Judiciary. All work shall commence upon receipt of the Notice to Proceed and all forms shall be **DELIVERED TO THE APPROPRIATE LOCATIONS BY DECEMBER 12, 2018 OR SOONER.**

### **2.4 OFFEROR QUALIFICATION**

#### **2.4.1 Experience**

Offeror shall have at time of bid opening, a minimum of two (2) years printing experience in the State of Hawaii.

#### **2.4.2 References**

Offeror shall list on the Offer Form at least three (3) references in the State of Hawaii, for whom offeror has performed printing that is similar in nature and 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 offer 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 proved 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 on Oahu, from where he/she conducts his/her business during normal working hours and from where he/she will be accessible for requests or complaints. The local representative shall be available, accountable, and be responsible for the printing and delivering the citations 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 offer stating 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, in the appropriate space(s) in the Offer form. Failure to do so may delay proper execution of the contract. The authorized signature on page 6 shall be an original signature in ink.

### **2.5.2 Bid Price**

Bid prices shall include all labor, materials, transportation, handling, all applicable taxes and any other expenses necessary to furnish the citations. Offerors must submit an offer for all items and Circuits listed in order to qualify for award. **Should the Contractor be unable to complete and deliver the full order by the specified delivery due date per Sections 2.3 and 2.14, the Contractor shall air freight that portion of each order as identified in Section 2.14 of these Special Provisions.** See Section 2.14 -DELIVERY in these Special Provisions for further details. The cost to deliver a portion of the full order must be provided in the Offer Form.

### **2.5.3 Certification of Recycled Content**

Offeror **shall** submit with the offer the attached SPO Form-8, State of Hawaii Certification of Recycled Content, certifying as to the recycled content of the white and yellow sheets, and chipboard and envelopes and signed by any official

authorized to sign on behalf of the manufacturer and must be submitted with the bid.

#### **2.5.4 Proposal Guaranty**

A Proposal guaranty is not required for invitation for this IFB.

#### **2.5.5 Bid Submittal (Samples)**

Within 5 days of Offer Due Date, offerors shall submit a sufficient number of samples of each form ordered, or by a sufficient number of Offeror's current samples for other work using similar construction and/or specifications, for testing and acceptance. **Please note that moisture resistance of these specified citation forms is extremely important. Smearing of the ink may be grounds for bid rejection or if awarded, non-acceptance of the form and non-payment.**

#### **2.5.6 Hawaii General Excise Tax License**

In accordance with Section 103-53.5, Hawaii Revised Statutes, offeror shall submit their current Hawaii General Excise Tax I.D. number in the space provided on the offer form.

### **2.6 SUBMISSION OF OFFER**

Offerors shall submit their Total Lump Sum Bid Price **THROUGH THE HIEPRO SYSTEM**, and attach scanned Section 3 "Offer Form", Certification of Recycled Content 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>)**.

### **2.7 SAMPLE COPY**

Sample copies of the forms to be printed may be picked up from the address listed below. 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. Samples of the various citation books are also available for examination/inspection only, at the following location: Judiciary Contracts & Purchasing Office, Financial Services Department, 6th Floor, Kauikeaouli Hale, 1111 Alakea Street, 96813. No additional compensation will be made by reason of any misunderstanding or error regarding the 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.

## **2.8 CONTRACT AWARD**

### **2.8.1 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.

Evaluated bid price shall be based on the printing, binding and stationery work preference, and the recycled product preference, where applicable. The evaluated bid prices are for evaluation purposes only, and contract award shall be based on the actual price provided on the Offer Form.

### **2.8.2 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.

### **2.8.3 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 CONTRACT EXECUTION

The successful offeror receiving award may be required to enter into a formal written contract with the Judiciary. A performance bond is not required for this contract.

## 2.10 PROOFS

Contractor shall develop and present for approval initial proofs to the Officer-in-Charge within 14 calendar days from the date of the Notice to Proceed. Contractor shall not print any form until the Officer-in-Charge or her designee, have approved in writing the proofs submitted by Contractor. **Contractor shall release to the Officer-in-Charge the unlocked proofs after final proofs are approved.** If the first proof of any form included in the Agreement is not in compliance with the Specifications, General Conditions and these Special Provisions, the Officer-in-Charge or her designee shall reject the proof in writing and in the same notice and with appropriate markings on the proof shall notify Contractor of corrections needed. Said rejection shall be mailed within 7 calendar days to Contractor and shall also be communicated orally to Contractor. Within 7 calendar days after mailing date of said rejection, Contractor shall submit a

proof which is in compliance with all of the Specifications, General Conditions and these Special Provisions: if the Contractor fails to timely make said resubmittal as to any form included in the Agreement, then the Judiciary shall have the right to cancel its entire Agreement with the Contractor forthwith in the same manner as is provided for Breach of Contract in Section C.7. of the General Conditions. For the return envelopes, the Contractor must obtain camera ready artwork from the U.S. Postal Service, Business Mailing Entry, for all circuits' envelopes to insure that all format requirements are met. The Contractor must provide the Officer- in-Charge a copy of this artwork for each circuits' return envelope for approval prior to Contractor's printing of the envelopes.

**2.11 QUANTITY**

Quantities listed herein are for the exact amount. Contractor must deliver the exact amount - no overruns or underruns. The Judiciary will not pay for any overruns that the Contractor delivers. However, should there be a need to increase the total quantity prior to runoff, the price per set for the additional quantity shall be the same as or less than the price quoted in the Bid Proposal. Prices for quantities ordered thereafter during the remainder of the contract period may be negotiated with CONTRACTOR

<u>Description - Citations</u>	<u>Quantity</u>
2.11.1 <u>District Court of the First Circuit</u>	
Citation for Traffic Crime(s) Arrest	135,000 sets
Notice of Parking Infraction(s)	225,000 sets
Notice of Traffic Infraction(s)	250,000 sets
2.11.2 <u>District Court of the Second Circuit</u>	
Citation for Traffic Crime(s) Arrest	35,000 sets
Notice of Parking Infraction(s)	45,000 sets
Notice of Traffic Infraction(s)	45,000 sets
2.11.3 <u>District Court of the Third Circuit</u>	
1. Citation for Traffic Crime(s) Arrest	
• Hilo	45,000 sets
• Kona	10,000 sets
• South Kohala	8,000 sets
b. Notice of Parking Infraction(s)	
• Hilo	45,000 sets
• Kona	10,000 sets
• South Kohala	8,000 sets

- c. Notice of Traffic Infraction(s)
  - Hilo 45,000 sets
  - Kona 15,000 sets
  - South Kohala 10,000 sets

2.11.4 District Court of the Fifth Circuit

- Citation for Traffic Crime(s) Arrest 10,000 sets
- Notice of Parking Infraction(s) 10,000 sets
- Notice of Traffic Infraction(s) 15,000 sets

2.11.5 **Description - Envelopes** **Quantity**

- a. District Court of the First Circuit 300,000
- b. District Court of the Second Circuit 20,000
- c. District Court of the Third Circuit
  - Hilo 20,000
  - Kona 10,000
  - South Kohala 10,000
- d. District Court of the Fifth Circuit None

**2.12 NUMBERING**

The starting citation number for each of the various citations are as follows:

- 2.12.1 First Circuit Starting Citation Nos.
  - Citation for Traffic Crime(s) Arrest 1DTC-19-000001
  - Notice of Parking Infraction(s) 1DTP-19-000001
  - Notice of Traffic Infraction(s) 1DTI-19-000001
- 2.12.2 Second Circuit
  - Citation for Traffic Crime(s) Arrest 2DTC-19-000001
  - Notice of Parking Infraction(s) 2DTP-19-000001
  - Notice of Traffic Infraction(s) 2DTI-19-000001
- 2.12.3 Third Circuit
  - Citation for Traffic Crime(s) Arrest
    - Hilo 3DTC-19-000001
    - Kona 3DTC-19-050001
    - South Kohala 3DTC-19-070001
  - Notice of Parking Infraction(s)
    - Hilo 3DTP-19-000001

- Kona 3DTP-19-050001
  - South Kohala 3DTP-19-070001
- Notice of Traffic Infraction(s)
- Hilo 3DTI-19-000001
  - Kona 3DTI-19-050001
  - South Kohala 3DTI-19-070001

2.12.4 Fifth Circuit

- Citation for Traffic Crime(s) Arrest 5DTC-19-000001
- Notice of Parking Infraction(s) 5DTP-19-000001
- Notice of Traffic Infraction(s) 5DTI-19-000001

**2.13 PACKAGING**

All citation forms shall be packaged in uniform sized cartons of high strength with appropriate shimming and containing no more than 1,000 forms per carton. Packing should be of such a nature that forms will not be damaged during shipment. All boxes shall be clearly marked on the side of the box with the appropriate Circuit, Division, form name, and form number sequence. All envelopes shall be packaged 400 pieces per box and 5 boxes per case (2,000 envelopes per case).

**2.14 DELIVERY**

All citations shall be delivered directly to the appropriate Circuits, and in the case of the Third Judicial Circuit to its respective Divisions, by **December 12, 2018 or sooner**. If Contractor is unable to deliver citation forms by the above delivery due date, Contractor's offer may not be accepted for award.

If Contractor fails to make timely delivery as provided herein, in addition to any other recourse which the Judiciary may have, the Judiciary may terminate the Agreement in accordance with the General Conditions.

**In addition, the parties agree that time is of the essence, therefore, if the awarded Contractor cannot deliver the required order by the specified delivery due date, the Judiciary may request the Contractor to air freight that portion (quantities listed below) of each Circuit's order. Contractor must complete the air freight cost section in the Offer Form. If it becomes necessary to air freight citations forms,**

**Contractor will be required to provide the Judiciary with itemized detail of cost and other supporting documentation for this service.**

**The Judiciary will be responsible for the air freighting cost only if the delay in delivery can be attributed to causes beyond Contractors control. If not, Contractor will be responsible for the cost to air freight order to meet the delivery deadline above.** The remaining balance of order must be delivered to each respective Circuit's location within 2 weeks of original deadline.

**Per the instructions above, The Judiciary may request the Contractor to air freight the following minimum quantities of each Circuit's order:**

<b><u>Circuit</u></b>	<b><u>Traffic Crime(s)</u></b>	<b><u>Parking Infraction(s)</u></b>	<b><u>Traffic Infraction(s)</u></b>	<b><u>Envelopes</u></b>
1 <sup>st</sup>	43,000 sets	53,000 sets	44,000 sets	None
2 <sup>nd</sup>	14,000 sets	18,000 sets	15,000 sets	None
3 <sup>rd</sup>	None	None	None	None
5 <sup>th</sup>	5,000 sets	5,000 sets	7,500 sets	None

Contractor shall be responsible for any damage to the forms/envelopes up until actual delivery of the forms/envelopes to the appropriate Circuit. The Officer-in-Charge shall determine if Contractor shall replace or reimburse the Judiciary a prorated cost of the damaged forms.

**All deliveries** including air freight order shall be made **to the room numbers indicated below** unless otherwise instructed in this section, and shall include the stacking of cartons of forms in the appropriate drawing sequence for easy retrieval.

The delivery addresses of the Circuits and Divisions are as follows:

District Court of the First Circuit  
**Attn: Yvette Tsuruda** (808-538-5621)  
Traffic Violations Bureau, Control Section  
1111 Alakea Street, 1st Floor  
Honolulu, Hawaii 96813

District Court of the Second Circuit

**Attn: Tammy Kincaid, Supervisor** (808-244-2818)

Traffic Violations Bureau

2145 Main Street, 1st Floor, Room 137

Wailuku, Hawaii 96793

District Court of the Third Circuit - Hilo Division

**Attn: Ulu Johnsen, Supervisor** (808-961-7556)

Hale Kaulike

777 Kilauea Avenue, Loading Dock

Hilo, Hawaii 96720

District Court of the Third Circuit - Kona Division

**Attn: Star Haleamau, Supervisor or May Kirihara** (808-322-8700)

Keakealani Building

79-1020 Haukapila Street, Room 219

Kealakekua, Hawaii 96750

District Court of the Third Circuit - South Kohala Division

**Attn: Shirley O'Conner, Supervisor** (808-443-2039)

Waimea Civic Center

67-5187 Kamamalu Street, Courtroom 1

Kamuela, Hawaii 96743

District Court of the Fifth Circuit

**Attn: Wanda S. Shimizu, Supervisor** (808-482-2326)

3970 Kaana Street, Room 206

Lihue, Hawaii 96766

**2.15 TECHNICAL ASSISTANCE**

Contractor must provide satisfactory systems and technical assistance and keep the Judiciary abreast of innovations in the realm of business forms and systems.

## **2.16 MODIFICATIONS**

Modifications may be made to the Specifications, Special Provisions or other parts of this agreement after formal bid opening if it is in the best interest of the Judiciary.

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.

## **2.17 QUALITY OF PRODUCT**

Work to be done shall be of a professional quality. Forms shall be clean, clear and free of carbon smearing. Printing shall be uniform in shade and legible and shall have no inking irregularities. The forms and inking shall be moisture resistant. Perforations, gluing, numbering, etc. shall be placed and performed exactly as specified. If a significant number of citations printed are found to be defective or not in accordance to specifications, the Contractor will be required to print and deliver the equivalent number of citations/notices that have been determined to be defective or unusable. The Contractor must print and deliver these forms within 45 days at no additional cost to the Judiciary. In addition to any other remedies which the Judiciary may have under the Agreement or otherwise, Contractor agrees that if the quality of the work is not satisfactory as judged by the Administrative Director of the Courts, it may be considered as non-performance of contract.

## **2.18 LIQUIDATED DAMAGES**

It is mutually understood and agreed by and between the parties to the contract that time is of the essence of this Agreement and that any failure on the part of the Contractor, as to any part or parts of the proposal, to satisfactorily perform all work and to complete delivery of any items in the contract within the time that he/she proposed to make delivery, shall damage the Judiciary, and the amounts of said damages being difficult, if not impossible, of definite ascertainment and proof, liquidated damages shall be the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the Contractor delays in the completion of any item of the contract after the required date of said completion. However, should the current supply of forms be depleted or unusable at

the point of distribution (i.e. Police Dept., etc.), due to the Contractor's failure to satisfactorily perform all work and to complete delivery of any items in the contract within the time that he/she proposed to make delivery, said amounts of Liquidated Damages shall then be estimated, agreed upon and fixed at the sum of NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00) for each and every calendar day in lost revenues to the Judiciary plus the cost charged by a new Contractor to perform the job and to air freight all forms to Hawaii, all of which shall be chargeable to Contractor in the event of Contractor's failure to satisfactorily and timely complete delivery of the product required, and the Contractor hereby agrees to pay the Judiciary as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay, computed as aforesaid, which liquidated damages shall be deducted from any payments due or to become due to the Contractor, and should such payments due be insufficient, Contractor hereby agrees to pay any excess over such payments.

## **2.19 INVOICING AND PAYMENT**

Contractor shall be remunerated upon satisfactory delivery of goods to the appropriate location as specified in Section 2.14 - Delivery of these Special Provisions.

Invoices shall be submitted in triplicate to the appropriate addresses listed below.

District Court of the First Circuit  
Attn: Fiscal Office  
1111 Alakea St., 9th Floor  
Honolulu, Hawaii 96813

District Court of the Second Circuit  
Attn: Fiscal Office  
2145 Main St., Room 137  
Wailuku, Hawaii 96793

District Court of the Third Circuit  
Attn: Fiscal Office  
777 Kilauea Avenue  
Hilo, Hawaii 96720-0879

District Court of the Fifth Circuit  
Attn: Fiscal Office  
3970 Kaana Street, Room 205  
Lihue, Hawaii 96766

**2.20 RECYCLED PRODUCT PREFERENCE**

As specified in the General Requirements of the Specifications, Offeror shall provide the white and yellow sheets (paper), chipboard and envelopes as a recycled product.

A five percent (5%) price preference for recycled product shall be given to the offeror who **offers the entire form** as specified above **including** the blue colored sheet (paper) and wrap-around cover in recycled paper of 30% post-consumer recovered material. To be considered as a recycled product, **the entire** form must be made of recycled paper. A form consisting of both recycled and virgin paper will be considered as virgin paper. Offeror requesting a preference for recycled product shall list each recycled product offered on the attached SPO Form-8, Certification of Recycled Content and submit the form with the bid. Offeror **shall** indicate in the space provided on the Offer Form whether the entire form is being offered as a recycled product and a preference is being requested.

**2.21 PRINTING PREFERENCE**

Section 103D-1003, Hawaii Revised Statutes, as amended, states that all bids submitted for printing, binding and stationery contracts for the State in which **all** work will be performed in-state, including **all** preparatory work, press work, bindery work, and any other production-related work, to include storage and shipping costs shall receive a fifteen percent preference for bid evaluation.

Where bids are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid submitted only, the amount bid for work performed out-of-state shall be increased by fifteen (15) percent. The lowest total bid, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

No payment shall be made by the State for printing, binding or stationery work unless it appears that the work was done within the State or was authorized to be done outside the State pursuant to said Act.

The offeror shall indicate, in the space provided on the Offer Form, the location of the shop to be used in performing all of the work if awarded the contract.

## **2.22 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 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.

## **2.23 AMENDMENTS**

The contract may be amended by the Judiciary and the Contractor for the purpose of curing ambiguity, or of curing, correcting or supplementing any defective provisions contained therein, or in regard to matters or questions arising under the contract as may be deemed necessary, provided that any such changes or modifications shall be in writing signed by the Judiciary and the Contractor.

## **2.24 STRICT PERFORMANCE**

The parties, by this Agreement, recognize that the JUDICIARY has a right to insist upon strict performance by CONTRACTOR. Any failure by JUDICIARY to insist upon strict performance of any provisions of this Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during any such breach, shall not constitute a waiver of any rights of JUDICIARY under this Agreement.

## **2.25 CONFLICT AND VARIATIONS**

In the event of any conflict or variation between the provision of this document entitled Special Provisions and the Specifications, the provisions of the document entitled Specifications shall control.

**END OF SECTION 2**

**SECTION 3 - OFFER FORM**  
INVITATION FOR BIDS NO. J19166  
TO FABRICATE, PRINT, AND DELIVER  
VARIOUS TRAFFIC CITATION FORMS FOR  
THE JUDICIARY, STATE OF HAWAII

OFFEROR: \_\_\_\_\_

Honolulu, Hawaii  
\_\_\_\_\_, 2018

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

Dear Financial Services Director:

The undersigned has carefully read and understands the terms and conditions specified in the specifications and special provisions made a part hereto, and the General Conditions and Procedural Requirements, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all according to the true intent and meaning thereof, 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 further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes to **Fabricate, Print, and Deliver Various Traffic Citation Forms for The Judiciary, State of Hawaii** in strict compliance with the Agreement, Specifications, Special Provisions, and General Conditions dated February 2001 attached hereto and by reference made a part hereof for the Lump Sum Bid of:

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_).

**A. District Court-First Judicial Circuit**

	<b><u>Price per Thousand</u></b>	<b>x</b>	<b><u>Quantity in Thousands</u></b>	<b>=</b>	<b><u>TOTAL BID PRICE*</u></b>
1. Traffic Crimes(s) Arrest	\$ _____		135		\$ _____
2. Parking Infraction(s)	\$ _____		225		\$ _____
3. Traffic Infraction(s)	\$ _____		250		\$ _____
4. Envelopes	\$ _____		300		\$ _____
<b>First Judicial Circuit's Total . . . .</b>					<b>\$ _____</b>

**B. District Court-Second Judicial Circuit**

	<b><u>Price per Thousand</u></b>	<b>x</b>	<b><u>Quantity in Thousands</u></b>	<b>=</b>	<b><u>TOTAL BID PRICE*</u></b>
5. Traffic Crimes(s) Arrest	\$ _____		35		\$ _____
6. Parking Infraction(s)	\$ _____		45		\$ _____
7. Traffic Infraction(s)	\$ _____		45		\$ _____
8. Envelopes	\$ _____		20		\$ _____
<b>Second Judicial Circuit's Total . . . .</b>					<b>\$ _____</b>

**C. District Court-Third Judicial Circuit**

	<b><u>Price per Thousand</u></b>	<b>x</b>	<b><u>Quantity in Thousands</u></b>	<b>=</b>	<b><u>TOTAL BID PRICE*</u></b>
9. Traffic Crime(s) Arrest					
Hilo	\$ _____		45		\$ _____
Kona	\$ _____		10		\$ _____
South Kohala	\$ _____		8		\$ _____

	<u>Price per Thousand</u>	x	<u>Quantity in Thousands</u>	=	<u>TOTAL BID PRICE*</u>
10. Parking Infraction(s)					
Hilo	\$ _____		45		\$ _____
Kona	\$ _____		10		\$ _____
South Kohala	\$ _____		8		\$ _____
11. Traffic Infraction(s)					
Hilo	\$ _____		45		\$ _____
Kona	\$ _____		15		\$ _____
South Kohala	\$ _____		10		\$ _____
12. Envelopes					
Hilo	\$ _____		20		\$ _____
Kona	\$ _____		10		\$ _____
South Kohala	\$ _____		10		\$ _____
<b>Third Judicial Circuit's Total ..</b>					<b>\$ _____</b>

**D. District Court-Fifth Judicial Circuit**

	<u>Price per Thousand</u>	x	<u>Quantity in Thousands</u>	=	<u>TOTAL BID PRICE*</u>
13. Traffic Crime(s) Arrest	\$ _____		10		\$ _____
14. Parking Infraction(s)	\$ _____		10		\$ _____
15. Traffic Infraction(s)	\$ _____		15		\$ _____
16. Envelopes	\$ _____		None		\$ _____
<b>Fifth Judicial Circuit's Total .</b>					<b>\$ _____</b>

**TOTAL LUMP SUM BID (ALL CIRCUITS)\*\* \$ \_\_\_\_\_**  
**(A+B+C+D Circuit Totals)**

\* BID PRICES shall be for the stated quantities. However, should there be a need to increase the total quantity prior to runoff, the price for the additional quantity shall be the same as or less than the stated price per thousand. Prices for quantities ordered thereafter during the remainder of the contract period may be negotiated with Contractor.

\*\* TOTAL LUMP SUM BID should agree with the Total Lump Sum Bid to be entered in Section 3 title page of this Offer Form and also should agree with the amount entered into the State of Hawaii Procurement System (HIePRO)  
<https://hiepro.ehawaii.gov/welcome.html>.

If necessary, the cost to air freight a portion of each Judicial Circuit's order will be paid by the responsible party as specified in **Section 2.14 of the Special Provisions**. **This section must be completed.**

<u>Judicial Circuit</u>	<u>Air Freight Cost</u>
First Circuit	\$ _____
Second Circuit	\$ _____
Third Circuit	\$ <u>None Required</u>
Fifth Circuit	\$ _____

E. Name, address and phone number of Offeror's Local representative on Oahu, as requested in the Special Provisions Section 2.4.3:

---

F. References as requested in the Special Provisions Section 2.4.2:

Company/Agency Telephone	Address	Person to Contact
-----------------------------	---------	-------------------

---

---

---

---

---

G. Number of years of printing experience in the State of Hawaii: \_\_\_\_\_

H. Bidder's attention is invited to Section 103D-1003, Hawaii Revised Statutes, for a complete statement of the law regarding Hawaii Printing Preference (included in Special Provisions). All work shall be performed at:

In State \_\_\_\_\_ Out-of-State \_\_\_\_\_

---

(location of printshop)

I. Recycled Product Preference (see section 2.20 of the special provision)  
Yes \_\_\_\_\_ No \_\_\_\_\_

J. Estimated number of weeks required for prep work, printing and delivery: \_\_\_\_\_

K. Is Offeror HCE compliant: \_\_\_\_\_

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 execute

\_\_\_\_\_

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 \_\_\_\_\_

Respectfully submitted,

Offeror: \_\_\_\_\_  
(Exact Legal Name of Offeror)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax No: \_\_\_\_\_

Email Address: \_\_\_\_\_

**END OF SECTION 3**

GENERAL CONDITIONS  
GOVERNING CONTRACTS WITH THE JUDICIARY,  
STATE OF HAWAI'I FOR GOODS AND SERVICES  
February 2001

Table of Contents

1.	<u>Administration of Contract by “the Judiciary.”</u> .....	GC-1
2.	<u>Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.</u> .....	GC-1
3.	<u>Personnel Requirements.</u> .....	GC-2
4.	<u>Nondiscrimination.</u> .....	GC-2
5.	<u>Subcontracts, Assignments, and Successors in Interest.</u> .....	GC-3
6.	<u>Conflicts of Interest.</u> .....	GC-3
7.	<u>Contract Modifications.</u> .....	GC-3
8.	<u>Price Adjustment.</u> .....	GC-4
	8.1 <u>Price adjustment.</u> .....	GC-4
	8.2. <u>Submission of cost or pricing data.</u> .....	GC-5
9.	<u>Suspension of Contract.</u> .....	GC-5
	9.1 <u>Notice of suspension.</u> .....	GC-5
	9.2 <u>Cancellation or expiration of the order.</u> .....	GC-5
10.	<u>Termination for Default.</u> .....	GC-5
	10.1 <u>Notice of termination for default; obligations of parties in the event of termination.</u> .....	GC-5
	10.2 <u>Compensation.</u> .....	GC-6
	10.3 <u>Additional rights and remedies.</u> .....	GC-6
	10.4 <u>Nonperformance or delayed performance for unforeseeable reasons beyond Contractor’s control.</u> .....	GC-6
11.	<u>Termination for Convenience.</u> .....	GC-7
	11.1 <u>Notice.</u> .....	GC-7
	11.2 <u>Compensation.</u> .....	GC-7
12.	<u>Termination for Lack of Funds.</u> .....	GC-8
13.	<u>Contractor’s Obligations in the Event of Termination.</u> .....	GC-8

13.1	<u>Right to goods and work product.</u>	GC-8
13.2	<u>Preservation of Judiciary property.</u>	GC-8
13.3	<u>Contractor liability.</u>	GC-8
13.4	<u>Performance termination.</u>	GC-9
14.	<u>Indemnification and Defense.</u>	GC-9
15.	<u>Compliance with Laws.</u>	GC-9
16.	<u>Liquidated Damages.</u>	GC-9
17.	<u>Judiciary's Right of Offset.</u>	GC-9
18.	<u>Disputes.</u>	GC-10
19.	<u>Confidentiality of Material.</u>	GC-10
20.	<u>Ownership Rights and Copyright.</u>	GC-10
21.	<u>Patented Article.</u>	GC-10
22.	<u>Publicity.</u>	GC-10
23.	<u>Liens and Warranties.</u>	GC-10
24.	<u>Travel Costs and Expenses.</u>	GC-11
25.	<u>Payment Procedures; Final Payment; Tax Clearance.</u>	GC-11
25.1	<u>Original invoices required.</u>	GC-11
25.2	<u>Subject to available funds.</u>	GC-11
25.3	<u>Final payment.</u>	GC-11
26.	<u>Federal Funds.</u>	GC-11
27.	<u>Governing Law.</u>	GC-11
28.	<u>Notices.</u>	GC-12
29.	<u>Severability.</u>	GC-12
30.	<u>Waiver.</u>	GC-12
31.	<u>Managed Process Review.</u>	GC-12

GENERAL CONDITIONS  
GOVERNING AGREEMENTS WITH THE JUDICIARY,  
STATE OF HAWAII, FOR GOODS AND SERVICES

1. Administration of Contract by “the Judiciary.” The Administrative Director of the Courts or designee (hereinafter “Judiciary”) shall coordinate all services to be performed under the contract, and decide all questions which may arise as to: performance of this contract; interpretation of any term, condition, or provision of the contract; applicability and interpretation of any law or rule that may affect performance under the contract; and compensation. Any questions regarding performance of the contract shall be directed to the Judiciary for resolution.
  
2. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
  - 2.1 In the performance of services required under this contract, Contractor is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this contract; however, Judiciary shall have a general right to inspect work and services in progress to determine whether, in Judiciary’s opinion, the work and services are being performed by Contractor in compliance with this contract. Unless otherwise provided by special provision, it is understood that Judiciary does not agree to use Contractor exclusively, and that Contractor is free to contract its services to other individuals or entities while under contract with Judiciary.
  - 2.2 Contractor and Contractor's employees and agents are not by reason of this contract, agents or employees of Judiciary for any purpose, and neither Contractor nor Contractor's employees and agents shall be entitled to claim or receive from Judiciary any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to Judiciary employees.
  - 2.3 Contractor shall be responsible for the accuracy, completeness, and adequacy of its performance under this contract. Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability to Contractor's employees and agents, and to any individual not a party to this contract, for all loss, damage, or injury caused by Contractor, or Contractor’s employees or agents in the course of their employment or agency.
  - 2.4 Contractor shall pay all applicable federal, state, and county taxes and fees which may become due and owing by Contractor by reason of this contract, including but not limited to (i) income taxes, (ii) employment-related fees, assessments, and taxes, (iii) general excise taxes and (iv) use taxes.
  - 2.5 Contractor shall obtain and keep in force all licenses, permits, and certificates required by reason of this contract.

2.6 If required by chapter 237, Hawai'i Revised Statutes (HRS), Contractor shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, and shall comply with all requirements thereof. Pursuant to section 103D-328, HRS, no contracts of \$25,000 or more shall be binding or effective until Contractor secures and Judiciary receives a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service, showing that all tax returns due have been filed, and all taxes, interest, and penalties levied against Contractor or accrued under the tax laws of the State of Hawai'i and the Internal Revenue Code have been paid. Contractor shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under section 103D-328, HRS, and paragraph 25.3 of these General Conditions.

2.7 Contractor shall secure and retain all employee-related insurance coverage for Contractor and Contractor's employees and agents that is required by law.

3. Personnel Requirements.

3.1 Contractor shall secure, at Contractor's expense, all personnel required to perform the services required by this contract.

3.2 Contractor shall ensure that Contractor's employees or agents are experienced and fully qualified to engage in the activities and services required under this contract. Contractor and Contractor's employees or agents shall comply with all applicable licensing and operating requirements required by federal, state, or county law, and shall meet accreditation and other generally accepted standards of quality in the applicable field of activity.

4. Nondiscrimination. Persons performing work under this contract, including Contractor's employees, agents, or subcontractors, shall not violate any federal, state, or county anti-discrimination law, including but not limited to:

(a) Chapter 378, HRS (prohibits employment discrimination based on race, sex, sexual orientation, age, religion, color, ancestry, disability, marital status, or arrest and court record);

(b) Title VII of the Civil Rights Act of 1964 (Title VII) (prohibits employment discrimination based on race, color, religion, sex, or national origin);

(c) The Equal Pay Act of 1963 (EPA) (protects men and women who perform substantially equal work in the same establishment from sex-based wage discrimination);

(d) The Age Discrimination in Employment Act of 1967 (ADEA) (protects individuals who are 40 years of age or older); and

(e) Title I of the Americans with Disabilities Act of 1990 (ADA) (prohibits employment discrimination against qualified individuals with disabilities in the private and public sectors).

5. Subcontracts, Assignments, and Successors in Interest. Contractor shall not assign or subcontract any of Contractor's duties, obligations, or interests under this Agreement without Judiciary's prior written consent. No assignment shall be effective for procurements of \$25,000 or more unless Contractor's assignee submits to Judiciary bulk sales certificate, if required by section 273-43, HRS, or if a bulk sales certificate is not required, a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service, showing that all tax returns due have been filed, and all taxes, interest, and penalties levied against Contractor's assignee or accrued under the tax laws of the State of Hawai'i and the Internal Revenue Code have been paid. No assignment by Contractor of its right to compensation under this contract shall be effective unless and until the assignment is approved by Judiciary.

When in the best interest of Judiciary, a successor in interest may be recognized in an assignment agreement in which Judiciary, Contractor and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (a) The Assignee assumes all of Contractor's obligations;
- (b) Contractor remains liable for all obligations under this contract and waives all rights under this contract against Judiciary upon the effective date of the assignment; and
- (c) Contractor continues to furnish, and the Assignee also furnishes, all required bonds.

6. Conflicts of Interest. Contractor represents that neither Contractor, nor any employee, agent, or immediate family member of Contractor, presently has any direct or indirect "financial" or "controlling interest," as those terms are defined in section 84-3, HRS, that would or might violate the provisions of section 84-15, HRS with respect to Contractor's performance under this contract. Furthermore, no such interest shall be acquired while Contractor is a party to this contract.

7. Contract Modifications.

- 7.1 In writing. No modification, alteration, amendment, change, or extension of any term, provision, or condition of this contract shall be made without written amendment to this contract, signed by both Contractor and Judiciary.
- 7.2 Change of name. If Contractor desires to change the name in which it holds this contract with Judiciary, Judiciary, upon receipt of an acceptable document indicating the change of name (for example, a certified file-marked copy of an amendment to Contractor's articles of incorporation), may enter into an amendment to this contract with Contractor to effect this change of name. The

amendment to this contract changing the Contractor's name shall specifically indicate that no other terms and conditions of this contract are thereby changed and that the bond, if any, will remain in effect under the changed name. Further, such amendment must be approved by the surety company that issued the bond.

- 7.3 Adjustments of price or time for performance. If agreed-upon modifications to the contract increase or decrease Contractor's cost of, or the time required for, performance of any of the work under this contract, an adjustment shall be made and the contract shall be modified in writing to reflect that adjustment. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this contract (see paragraph 8 below) or as negotiated between Judiciary and Contractor.
- 7.4 Claim barred after final payment. No claim by Contractor for an adjustment under the contract shall be considered unless a written agreement of modification was made prior to final payment under this contract.
- 7.5 Tax clearance. If modification, alteration, amendment, or change causes the contract price to exceed \$25,000, Judiciary may, at its discretion, require Contractor to submit, at the time it requests modification, alteration, amendment, change, or extension of any term, provision, or condition of this contract, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service, showing that all tax returns due have been filed, and all taxes, interest, and penalties levied against Contractor or accrued under the tax laws of the State of Hawai'i and the Internal Revenue Code have been paid.

8. Price Adjustment.

- 8.1 Price adjustment. Any adjustment in the contract price pursuant to a provision in this contract shall be made in one or more of the following ways:
- (a) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - (b) By unit prices specified in this contract or subsequently agreed upon;
  - (c) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in this contract or subsequently agreed upon;
  - (d) In such other manner as the parties may mutually agree; or in the absence of agreement between the parties, by a unilateral determination by Judiciary of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by Judiciary in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, Hawai'i Administrative Rules (HAR).

8.2. Submission of cost or pricing data. Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of subchapter 15, chapter 3-122, HAR.

9. Suspension of Contract.

9.1 Notice of suspension. Judiciary reserves the right at any time and for any reason to suspend all or part of this contract, for a reasonable period, not to exceed sixty days, unless the parties agree to a longer period. Judiciary shall provide Contractor with written notice of the suspension order, which shall set forth the date upon which the suspension shall take effect, the date of its expiration, and all applicable instructions. Upon receipt of said order, Contractor shall immediately comply with the order and suspend all work under this contract as specified in the order. Contractor shall take all reasonable steps to mitigate costs and adverse impact to the work specified in this contract during the suspension period. Before the order expires, Judiciary shall either:

- (a) Cancel the suspension order;
- (b) Extend the suspension order for a specific time period not to exceed thirty (30) days; or
- (c) Terminate the contract as provided in the termination for default provision or the termination for convenience provision of this document, covered in paragraphs 10 and 11, below.

9.2 Cancellation or expiration of the order. Contractor shall resume performance once a suspension order issued under this section is canceled or expires. If, as a result of the suspension of performance, there is a financial or schedule impact upon this contract, an appropriate adjustment may be made. Any adjustment shall be set forth in writing (see paragraph 7.3, above). After a suspension order has been canceled or expires, Contractor shall provide any request for adjustment to Judiciary within thirty (30) days after resuming work performance.

10. Termination for Default.

10.1 Notice of termination for default; obligations of parties in the event of termination. If, for any reason, Contractor breaches this contract by failing to satisfactorily fulfill or perform any obligations, promises, terms, or conditions, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by Judiciary, Judiciary may terminate this contract, in whole or in part, by giving written notice to Contractor specifying the date for termination. Judiciary shall endeavor to provide such notice at least seven (7) calendar days before the effective date of termination. In the event of termination in whole or in part, Judiciary may procure similar goods or services in a manner and upon terms it deems appropriate, and Contractor shall be liable for excess costs incurred by Judiciary in procuring similar goods or services as a result

of Contractor's default. Contractor shall continue to perform those parts of this contract, if any, that have not been terminated, and shall take timely and necessary action to protect and preserve property in the possession of Contractor in which Judiciary has an interest.

- 10.2 Compensation. Payment for completed goods delivered and accepted by Judiciary shall be at the agreement price. Payment for the protection and preservation of property shall be in an amount agreed upon by Contractor and Judiciary; if the parties fail to agree, Judiciary shall set an amount subject to Contractor's rights under chapter 3-126, HAR. Judiciary may withhold from amounts due Contractor such sums as Judiciary deems to be necessary to protect Judiciary from loss because of outstanding liens or claims of former lien holders and to reimburse Judiciary for the excess costs incurred in procuring similar goods and services.
- 10.3 Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this contract.
- 10.4 Nonperformance or delayed performance for unforeseeable reasons beyond Contractor's control. Contractor shall not be in default if it can demonstrate that each of the following have occurred:
- (a) Contractor could not perform either the terms of or according to the schedule set forth in this contract for reasons such as: acts of God; acts of a public enemy; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather; and
  - (b) Upon occurrence of events similar to those set forth above, Contractor notified Judiciary within ten (10) calendar days of the triggering event(s); and
  - (c) Upon determining that it would not be able to perform either the terms of or according to the schedule set forth in this contract, Contractor promptly notified Judiciary, and requested reasonable modification of the contract terms or schedule pursuant to Judiciary's modification provision, set forth in paragraph 7, above.
  - (d) If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements.

11. Termination for Convenience.

11.1 Notice. Judiciary may terminate this contract in whole or in part without statement of cause at any time by giving written notice to Contractor of such termination at least thirty (30) calendar days before the effective date of such termination. The notice shall specify the part(s) of this contract being terminated and the effective termination date.

11.2 Compensation. Within thirty (30) calendar days of the effective date of the termination of this contract Contractor shall compile and submit to Judiciary an accounting of the work performed up to the date of termination. Judiciary may consider the following claims in determining reasonable compensation owed to Contractor for work performed up to the date of termination:

- (a) Contract prices for goods or services accepted under this contract;
- (b) Costs incurred in preparing to perform and performing the terminated portion of the work under this contract plus a five (5) percent markup on the actual direct cost of the terminated portion of the work. Such markup shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided that if it appears that Contractor would have sustained a loss if the entire contract would have been completed, no markup shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss.
- (c) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to paragraph 13.4, below;
- (d) Reasonable administrative (e.g., accounting, legal and clerical) costs incurred by Contractor for preparing settlement claims and supporting data needed for terminating subcontracts pursuant to the terminated portion of this contract.
- (e) Reasonable storage, transportation, and other costs associated with protecting or disposing of property allocable to the terminated portions of this contract.

The total sum to be paid to Contractor shall not exceed the total contract price, less any payments previously made to Contractor, the proceeds from any sales of goods or manufacturing materials, and the contract price for work not terminated.

12. Termination for Lack of Funds. Pursuant to section 103D-309, HRS, except in certain instances, no contract entered into between Judiciary and Contractor shall be binding unless the Judiciary Fiscal & Support Services Administrator certifies that there is an available unexpended appropriation or balance of any appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

If this contract calls for performance or payment in more than one fiscal year, the fiscal year

being July 1 to June 30, the Judiciary Fiscal & Support Services Administrator may certify only that portion of the total funds required for this contract that is available in the current fiscal year. In the event that sufficient funds are not appropriated to cover payments due in future fiscal years, Judiciary shall not be obligated to pay the net remainder of the payments remaining unpaid beyond the end of the current fiscal year. All contracts partially funded shall be enforceable only to the extent to which funds have been certified as available. Judiciary agrees to notify Contractor of such non-allocation at the earliest possible time. No penalty shall accrue to Judiciary in the event this provision is exercised. This provision shall not be construed so as to permit Judiciary to terminate this contract in order to acquire similar goods or services from a third party.

13. Contractor's Obligations in the Event of Termination.

13.1 Right to goods and work product. If this contract is terminated for any reason, or expires pursuant to its terms, Contractor may be required to transfer and deliver to Judiciary in the manner and to the extent directed by Judiciary:

- (a) All finished or unfinished material prepared by Contractor; and
- (b) All material, if any, provided to Contractor by Judiciary.

For purposes of this contract, "material" shall include, but is not limited to, goods, parts, tools, dies, jigs, fixtures, information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by Contractor in connection with this contract, or furnished to Contractor by Judiciary. The term does not include material owned by Contractor solely for Contractor's own use and which have only an ancillary relationship to the services provided through this contract.

13.2 Preservation of Judiciary property. Contractor shall, upon Judiciary's direction, protect and preserve property in Contractor's possession in which Judiciary has an interest. If Judiciary does not exercise this right, Contractor shall use best efforts to sell such goods and manufacturing materials. Contractor shall immediately remit the proceeds and corresponding documentation of such sales to Judiciary.

13.3 Contractor liability. If this contract is terminated for cause, Contractor shall not be relieved of liability to Judiciary for damages sustained because of any breach by Contractor of this contract. In such event, Judiciary may retain any amounts which may be due and owing to Contractor until such time as the exact amount of damages due Judiciary from Contractor has been determined. Judiciary may also set off any damages so determined against the amounts retained.

13.4 Performance termination. Upon termination of this contract, Contractor shall stop performance on the date specified, terminate any outstanding orders and subcontracts applicable to the terminated portion of this contract, and shall incur no

further commitments or obligations in connection with the terminated performance. Contractor shall settle all liabilities and claims arising out of the termination of subcontracts and orders generating from the terminated performance. Judiciary may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to Judiciary or a third party. Contractor shall continue to comply with those aspects of this contract not terminated.

14. Indemnification and Defense. Contractor shall defend, indemnify, and hold harmless Judiciary and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including attorneys' fees, and all claims, suits, and demands arising out of or resulting from the acts or omissions of Contractor or Contractor's employees, officers, agents, or subcontractors under this contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this contract.
15. Compliance with Laws. Contractor shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect Contractor's performance of this contract.
16. Liquidated Damages. When it is difficult to determine with reasonable accuracy the amount of damage Judiciary will sustain due to delays caused by Contractor's late or nonperformance, this paragraph may apply.

When Contractor is given notice of delay or nonperformance as specified in paragraph 10.1 of these General Conditions, and fails to cure in the time specified, Contractor shall pay Judiciary the amount, if any, of liquidated damages set forth in the special provisions of this contract per calendar day, from the date set for cure until (i) Judiciary obtains similar goods or services, or both, if the contract is terminated for default, or (ii) Contractor provides the goods or services, or both, if the contract is not terminated for default (i.e., the contract is not terminated but has been suspended for non-performance.) If Contractor's delay or nonperformance is based upon the provisions set forth in paragraph 10.4 of these General Conditions, Contractor shall not be assessed liquidated damages.

17. Judiciary's Right of Offset. For any contract over \$25,000, Judiciary may offset against any monies Judiciary owes Contractor under the contract, any amount owed to Judiciary by Contractor under this contract, any other contracts, or any law. Judiciary shall notify Contractor in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed by Contractor to Judiciary shall not include debts or obligations which have been liquidated, agreed to by Contractor, and are covered by an installment payment or other settlement plan approved by Judiciary, provided, however, that Contractor shall be entitled to such exclusion only to the extent that Contractor is current with, and not delinquent on, any payments or obligations owed to Judiciary under such payment or other settlement plan.
18. Disputes. All disputes arising under this contract shall be resolved in the manner set forth in section 103D-703, HRS and chapter 126, HAR. Contractor shall not sue Judiciary concerning any disputes arising under this contract until after Judiciary rejects Contractor's written request seeking informal resolution of the dispute, or until ninety (90) days after

Judiciary's receipt of the written request, whichever comes first. Contractor shall not suspend performance while Judiciary reviews Contractor's written request, unless directed to do so in writing by Judiciary.

19. Confidentiality of Material.

19.1 All material given to or made available to Contractor by virtue of this contract, which is identified as proprietary or confidential information, shall be safeguarded by Contractor and shall not be disclosed to any individual or organization without Judiciary's prior written approval.

19.2 All information, data, or other material provided by Contractor to Judiciary shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

20. Ownership Rights and Copyright. Unless otherwise specified in the special provisions of this contract, Judiciary shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by Contractor pursuant to this contract, and all such material shall be considered "works made for hire." All such material shall be delivered to Judiciary upon expiration or termination of this contract. Judiciary, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by Contractor pursuant to this contract.

21. Patented Article. Contractor shall defend and hold Judiciary harmless against all demands, claims, actions, or liabilities arising from the use of any patented article, patented process, or patented appliance used in connection with this contract. Any royalties due or becoming due for the use of any patented article, process, or appliance shall be paid by Contractor and shall be deemed to be included within the proposal amount and contract price.

22. Publicity. Contractor shall not, in any of its brochures, advertisements, or other publicity, refer to Judiciary, or any office, or officer thereof, or to the services provided pursuant to this contract in any way that creates an appearance that Judiciary endorses Contractor. All media contacts with Contractor about this contract shall be referred to Judiciary.

23. Liens and Warranties. Goods purchased under this contract shall be provided free of all liens and include all applicable warranties, including any warranties described in this contract.

24. Travel Costs and Expenses. Any travel costs and expenses reasonably and necessarily incurred by Contractor and its employees, agents, and subcontractors in the performance of this contract which Judiciary is obligated to directly pay or reimburse Contractor for under this contract shall be subject to the following requirements:

24.1 Any air travel shall be at coach class air fare, unless travel at a higher class will result in an overall cost-savings to Judiciary;

24.2 Ground transportation costs shall not exceed the cost of renting an intermediate-

sized vehicle;

24.3 Subsistence allowance (e.g., lodging, meals, etc.) shall not exceed the applicable daily authorized rate for interisland or out-of-state travel, as set forth in the Judiciary's Financial Administration Manual;

24.4 If travel is undertaken by Contractor for more than one customer or client, Contractor shall charge Judiciary for only Judiciary's proportionate share of all subsistence and transportation costs.

25. Payment Procedures; Final Payment; Tax Clearance.

25.1 Original invoices required. All payments under this contract shall be made only upon submission by Contractor of original invoices in triplicate (1 original plus 2 copies) specifying the amount due and certifying that services requested under this contract have been performed by Contractor according to this contract. Remuneration shall be made in accordance with section 103-10, HRS.

25.2 Subject to available funds. Payments to Contractor are subject to availability of funds. All payments shall be made in accordance with and subject to chapter 40, HRS.

25.3 Final payment. Final payment under this contract shall be subject to section 103D-328, HRS, which requires for procurements of \$25,000 or more, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service, showing that all tax returns due have been filed, and all taxes, interest, and penalties levied against Contractor or accrued under state or federal law have been paid.

26. Federal Funds. If this contract is payable in whole or in part from federal funds, Contractor agrees that, as to the portion of the compensation under this contract to be payable from federal funds, Contractor shall be paid only from such federal funds received from the federal government, and shall not be paid from any other funds.

27. Governing Law. The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this contract shall be brought in a court of competent jurisdiction in Hawai'i.

28. Notices. Any written notice required to be given by a party to this contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to the Judiciary Contract & Purchasing Branch, 1111 Alakea Street, 6<sup>th</sup> Floor, Kauikeaouli Hale, Honolulu, Hawai'i 96813, or to Contractor at Contractor's address as indicated in this contract. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of actual receipt, whichever is earlier. Contractor is responsible for notifying Judiciary in writing of any change of address.

29. Severability. In the event that any provision of this contract is declared invalid or

unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this contract.

30. Waiver. The failure of Judiciary to insist upon strict compliance with any term, provision or condition of this contract shall not be deemed to constitute a waiver or relinquishment of Judiciary's right to enforce the same in accordance with this contract.
  
31. Managed Process Review. Any contract for goods, services, or construction entered into after July 20, 1998 and prior to July 1, 2001 with an expiration date beyond June 30, 2001, shall, during its term, be subject to a single review by the State, or county, where applicable, pursuant to the managed process in Part III, section 6 of Act 230, Session Laws of Hawai'i, 1998. Pursuant to the managed process review, this contract may be canceled, renegotiated, continued, or extended by the State or county, where applicable. This contract shall continue to be exempt from civil service laws, merit principles, and collective bargaining laws for the duration of the contract even if a managed process is not implemented.

PROCEDURAL REQUIREMENTS  
GOVERNING REQUESTS FOR PROPOSALS (RFPs)  
AND INVITATIONS FOR BIDS (IFBs)  
THE JUDICIARY, STATE OF HAWAII  
May 2003

Table of Contents

SECTION ONE - DEFINITIONS. ....	<a href="#">PR-1</a>
SECTION TWO - PRE-OFFER CONFERENCES.....	<a href="#">PR-3</a>
SECTION THREE - OFFER REQUIREMENTS AND CONDITIONS. ....	<a href="#">PR-3</a>
3.1 <u>Competency of Offeror.</u> .....	<a href="#">PR-3</a>
3.2 <u>Examination of General Conditions, Procedural Requirements,     Special Provisions, Specifications, Site of Work, etc.</u> .....	<a href="#">PR-4</a>
3.3 <u>Questions by Offeror; Clarification of Solicitation Requirements;     Addenda.</u> .....	<a href="#">PR-4</a>
3.4 <u>Preparation and Submission of Offers.</u> .....	<a href="#">PR-5</a>
3.5 <u>Use of Facsimiles.</u> .....	<a href="#">PR-6</a>
3.6 <u>Offer Guaranty.</u> .....	<a href="#">PR-6</a>
3.7 <u>Tax Clearance.</u> .....	<a href="#">PR-7</a>
3.8 <u>Certification by Offeror of Services in Excess of \$25,000     Concerning Wages Hours, and Working Conditions of     Offeror’s Employees.</u> .....	<a href="#">PR-7</a>
3.9 <u>Modification or Withdrawal of Offers.</u> .....	<a href="#">PR-8</a>
3.10 <u>Receipt and Opening of Bids.</u> .....	<a href="#">PR-9</a>
3.11 <u>Receipt and Registration of Proposals.</u> .....	<a href="#">PR-9</a>
3.12 <u>Disqualification of Offerors.</u> .....	<a href="#">PR-9</a>
SECTION FOUR - EVALUATION OF OFFERS. ....	<a href="#">PR-10</a>
4.1. <u>Competitive Sealed Bidding in Response to an IFB.</u> .....	<a href="#">PR-10</a>
4.1.1 <u>Evaluation of Bids Submitted in Response to an IFB.</u> .....	<a href="#">PR-10</a>
4.1.2 <u>Low Tie Bids.</u> .....	<a href="#">PR-11</a>
4.1.3 <u>Mistakes in Bids.</u> .....	<a href="#">PR-11</a>
4.2 <u>Competitive Sealed Proposals.</u> .....	<a href="#">PR-11</a>
4.2.1 <u>Evaluation of Offers Submitted in Response to a RFP.</u> .....	<a href="#">PR-11</a>
4.2.2 <u>Discussions with Offerors.</u> .....	<a href="#">PR-12</a>
4.2.3 <u>“Best and Final Offers” in Response to RFPs.</u> .....	<a href="#">PR-13</a>
4.2.4 <u>Mistakes in Proposals.</u> .....	<a href="#">PR-13</a>
SECTION FIVE - ACCEPTANCE OF OFFERS AND AWARD AND EXECUTION OF CONTRACT.....	<a href="#">PR-15</a>
5.1 <u>Acceptance of Offer.</u> .....	<a href="#">PR-15</a>

5.2 Availability of Funds. . . . . [PR-15](#)  
5.3 Execution of Contract by the Selected Offeror. . . . . [PR-15](#)  
5.4 Return of Offer Guaranty. . . . . [PR-16](#)  
5.5 Failure to Execute and Return Contract. . . . . [PR-16](#)  
5.6 Non-Performance of Contract. . . . . [PR-16](#)

SECTION SIX - LEGAL RELATIONS AND RESPONSIBILITY. . . . . [PR-16](#)  
6.1 Statutes and Rules to be Observed. . . . . [PR-16](#)  
6.2 Incorporation of Statutes and Rules. . . . . [PR-16](#)

SECTION SEVEN - LEGAL AND CONTRACTUAL REMEDIES. . . . . [PR-17](#)  
7.1 Authority to Resolve Protested Solicitations and Awards. . . . . [PR-17](#)

## SECTION ONE - DEFINITIONS

- 1.1 **Addenda.** Additions or supplements to an RFP or IFB.
- 1.2 **Administrative Director of the Courts.** Person appointed by the Chief Justice, responsible for overseeing and directing the administrative operations of the Judiciary.
- 1.3 **Bid.** An offer submitted in competitive sealed bidding or in the second phase of multi-step bidding.
- 1.4 **Contract Bond.** The approved form of security furnished by Contractor or Contractor's surety or sureties or by Contractor alone, to ensure completion and satisfactory performance of the contract in accordance with the terms of the contract and to guarantee full payment of all claims for labor, materials and supplies furnished, used or incorporated in the work.
- 1.5 **Contractor.** Any individual, firm, corporation, joint venture, or other legal entity, acting directly or through its or their agents, employees or subcontractors, entering into a contract with the Judiciary.
- 1.6 **Days.** Calendar days, unless otherwise specified.
- 1.7 **Financial Services Administrator.** The Financial Services Administrator (FSA) of the Judiciary, or the FSA's designee, who is in charge of the financial affairs of the Judiciary, including procurement, contracts and solicitations, and is responsible for supervising the activities of the Contract and Purchasing Branch, which handles the procurement activities of the Judiciary.
- 1.8 **General Conditions.** The "General Conditions Governing Contracts with the Judiciary, State of Hawai'i, for Goods and Services."
- 1.9 **Goods.** All property, including but not limited to: equipment, equipment leases, materials, supplies, printing, insurance; and processes, including computer systems and software, but excluding land or a permanent interest in land, leases of real property, and office rentals.
- 1.10 **Hawai'i Administrative Rules (HAR).** The compilation of rules promulgated by various state boards, commissions, departments, agencies, or officers authorized by law to make rules or adjudicate contested cases, except those in the legislative or judicial branches.
- 1.11 **Hawai'i Revised Statutes (HRS).** The codified collection of general and permanent laws of the State of Hawai'i, including any supplements thereto.

- 1.12 **Invitation for Bids (IFB).** All documents, whether attached or incorporated by reference, utilized for soliciting bids under the competitive sealed bidding source selection process described in HRS § 103D-302.
- 1.13 **Judiciary.** Hawai'i State Judiciary, including the Administrative Director of the Courts (ADC) or ADC's designee.
- 1.14 **Offer.** A bid submitted in response to an IFB or proposal submitted in response to an RFP.
- 1.15 **Offeror.** An individual, partnership, firm, corporation, joint venture or other legal entity, submitting directly or through a duly authorized representative or agent, an offer for the work or services contemplated in response to an RFP or IFB.
- 1.16 **Officer-In-Charge.** The person(s) designated by the Judiciary to oversee that the goods or services provided by Contractor comply with the Specifications, Special Provisions, General Conditions, Procedural Requirements, and any addenda thereto.
- 1.17 **Priority-Listed Offerors.** The three or more responsive and responsible offerors who submit the highest ranked proposals in response to an RFP.
- 1.18 **Procedural Requirements.** These "Procedural Requirements Governing Requests for Proposals (RFPs) and Invitations for Bids (IFBs)."
- 1.19 **Proposal.** The executed document submitted by an Offeror in response to an RFP.
- 1.20 **Purchase Description.** The words used in the solicitation to describe the goods or services to be purchased, and includes specifications attached to, or made a part of, the solicitation.
- 1.21 **Request for Proposals (RFP).** All documents, whether attached or incorporated by reference, utilized for soliciting proposals under the competitive sealed proposal source selection process described in HRS § 103D-303.
- 1.22 **Responsible Offer.** An offer submitted by a person or entity that has the capability in all respects to fully perform the requirements of an IFB or RFP, and the integrity and reliability to assure good faith performance.
- 1.23 **Responsive Offer.** An offer that conforms in all material respects to the IFB or RFP.
- 1.24 **Scope of Work.** The scope of work, also known as the work statement, statement of work, or statement of service, is a description of the services to be delivered. The term is sometimes used to refer to a complete RFP document. (See also Specifications.)

- 1.25 **Services.** The furnishing of labor, time, or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance.
- 1.26 **Solicitation.** An IFB used in the competitive sealed bidding process or an RFP used in the competitive sealed proposal process, for the purpose of obtaining offers to perform a Judiciary contract.
- 1.27 **Special Provisions.** The terms and conditions pertaining to the specific solicitation in which they are contained, setting forth particular conditions or requirements applicable to the particular project or contract under consideration. If any special provisions conflict with the general conditions or these procedural requirements, the special provisions shall take precedent.
- 1.28 **Specifications.** Any description of the physical or functional characteristics, nature, quantity and quality of the goods or services to be furnished under the contract. Specifications include descriptions of the method and manner of performing services under the contract, as well as directions and requirements for inspecting, testing, or preparing goods for delivery or installation. (See also Scope of work.)

## **SECTION TWO - PRE-OFFER CONFERENCES**

Pre-offer conferences may be conducted to explain RFP or IFB procurement requirements. Judiciary shall inform prospective offerors of the conference(s) either in the solicitation itself or by written notice. If attendance at the conference is mandatory, that condition shall be stated prominently in the solicitation.

If Judiciary's decision to hold a pre-offer conference is made after the issuance of the solicitation, the conference shall be announced through an addendum to the solicitation. The conference is intended to clarify the solicitation requirements. Nothing stated at the pre-offer conference(s) shall change the solicitation unless a change is made by written addendum as provided in section 3.3 below. A summary of the conference, as well as any addendum issued as a result of the conference, shall be supplied to all those prospective offerors known to have received a solicitation.

## **SECTION THREE - OFFER REQUIREMENTS AND CONDITIONS**

- 3.1 **Competency of Offeror.** A prospective offeror must be capable of performing the work for which offers are being solicited. Either before or after the deadline for an offer, Judiciary may require offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to offeror's ability to satisfactorily furnish the goods or services being solicited by the Judiciary. Any such inquiries shall be made and response provided in writing; responses shall be submitted over the signature of the person who signs the offer. Any offer

submitted by an offeror who refuses to answer such inquiries shall be considered non-responsive. All answers to such questions shall be handled by Judiciary on a confidential basis and shall be returned after they have served their purpose.

In order to facilitate evaluation of offeror's performance capabilities, Judiciary has the right to visit an offeror's place of business to inspect offeror's facilities and equipment and to observe offeror's methods of operation. Judiciary also has the right to visit or communicate with a place of business where offeror has performed services similar to that being solicited by Judiciary.

3.2 **Examination of General Conditions, Procedural Requirements, Special Provisions, Specifications, Site of Work, etc.**

Offeror shall carefully examine the site of the contemplated work, the solicitation, General Conditions, Procedural Requirements, Specifications, Special Provisions, addenda, required contract and bond forms, etc. before submitting offers. The submission of an offer shall be considered as a warranty that offeror has made such careful examination and is satisfied with the existing conditions for performing the work and with the requirements of the solicitation, General Conditions, Procedural Requirements, Specifications, Special Provisions, addenda, amendments, and required contract and bond forms.

If offeror is awarded a contract following its offer in response to a solicitation, no extra compensation shall be given by reason of offeror's misunderstanding or lack of knowledge of the requirements of the work to be accomplished or the conditions to be encountered in performing the work.

3.3 **Questions by Offeror; Clarification of Solicitation Requirements; Addenda.**

Questions or requests for clarification by offeror regarding discrepancies, omissions, or the meaning of the General Conditions, Procedural Requirements, Specifications or Special Provisions should be communicated in writing to and received by the FSA no later than five (5) calendar days prior to the date fixed for opening of offers, or such other date as may be specified in the solicitation. Any clarification or interpretation, if made, and any supplemental instructions, if any, will be in the form of written addenda to the solicitation, which will be either mailed or sent by facsimile or electronic mail to, or made available for pick-up by, or made available for downloading off of the Judiciary website ([www.hawaii.state.hi.us/jud](http://www.hawaii.state.hi.us/jud)) by all prospective offerors, prior to the date fixed for opening of offers. It shall be presumed that any addenda so issued have been received by an offeror, and such addenda shall become a part of the contract documents.

### 3.4 **Preparation and Submission of Offers.**

#### 3.4.1 Proposals submitted in response to an RFP shall be in the format described by the RFP.

All bids submitted in response to an IFB must be prepared in ink or typed and made on the offer form furnished by Judiciary in the solicitation IFB, or an exact copy thereof, in full accordance with the instructions given. A bid that contains any omission, erasure, alteration, addition not called for, conditional bid, or irregularity of any kind, may be rejected.

An offer submitted in response to a solicitation shall be signed in ink in the space provided on the bid or proposal page by (1) the owner of a sole proprietorship, (2) one or more members of a partnership, (3) one or more members or officers of each firm representing a joint venture, (4) one or more officers of a corporation, or (5) an agent of the offeror duly authorized to submit offers on behalf of the offeror.

A signed offer, together with an offer guaranty, if required, and any other certificates required to be submitted by offeror, shall be submitted in a sealed envelope plainly identifying the bid or proposal number, the item or items to which the offer relates, and offeror's business address and telephone number. Offers shall be received until the hour and date set in the solicitation and shall be received by Judiciary no later than the time indicated, whether mailed or hand-delivered.

The General Conditions, Procedural Requirements, Specifications, Special Provisions, other documents referenced in or attached to the solicitation, as clarified or amended by any addenda issued prior to the due date for submission of offers, shall be considered a part of an offer, whether attached to the offer or not at the time of its submission. Such documents, as clarified or amended in the addenda, shall not be altered in any way when an offer is submitted and any alterations or exceptions made by offeror to the terms, conditions, or requirements contained in said documents may result in rejection of the offer.

Offeror shall request in writing nondisclosure of trade secrets or other proprietary data designated as confidential. Offerors shall ensure that data designated as confidential shall be readily separable from the offers in order to facilitate eventual public inspection of the nonconfidential portion of the offer.

#### 3.4.2 Where an IFB involves the furnishing and delivery of goods, the price shall include the cost of delivery to the specified destination, at which point acceptance of said goods shall be made by duly authorized personnel. The bid price shall be

all-inclusive. In case of error in the extension of the unit prices, the unit price shall govern.

All prices shall include applicable Federal, state and local taxes. Any illegible or otherwise unrecognizable price offer shall cause automatic rejection of the offer.

- 3.4.3 Only one bid in response to an IFB for the same work from an individual, firm, partnership, corporation or joint venture under the same or different name shall be accepted. If more than one bid is offered for the same work, the lowest priced bid may be considered; all others will be automatically rejected.

Competing subsidiary or jointly-owned companies may submit bids or proposals that may be accepted for evaluation and award only if accompanied by a certificate of non-collusion, sworn to before a notary, acknowledging that the bid or proposal is submitted without collusion.

3.5 **Use of Facsimiles.** (REFER TO SOLICITATION'S SPECIAL PROVISIONS)

~~3.5.1 Offers transmitted by offerors via facsimile machine shall be permitted only if the offer is under \$25,000, only if a facsimile transmission is specifically authorized in the solicitation, and only if the following requirements are met: (1) the facsimile offer is received in hand at the designated office by the time and date set for receipt of offers; (2) the complete original offer with the bond, if required, is received within forty-eight hours or two working days from the date and time set for receipt of offers; (3) the facsimile offer contains: the identification number of the IFB or RFP; the time; the quantity; the price for the offer; all pages of the offer requiring an original signature; and a signed statement that offeror agrees to all terms, conditions and provisions of the IFB or RFP.~~

~~3.5.2 Modification or withdrawal of an offer may be by facsimile transmission pursuant to section 3.9 below.~~

- 3.6 **Offer Guaranty.** Unless required by the Special Provisions, an offer guaranty is not required for any offer for goods or services.

If an offer guaranty is required by the Special Provisions, an acceptable offer guaranty shall be an amount equal to at least five percent (5%) of the amount offered and shall be limited to: a bond in a form satisfactory to Judiciary, underwritten by a company licensed to issue bonds in this State; legal tender; or a certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by, a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration. A certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, official check, or certified check may be utilized only to a maximum of \$100,000,

provided however, if the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions, may be submitted.

If an offer does not comply with the security requirements, the offer shall be rejected as non-responsive, unless the failure to comply is determined by the Administrative Director, FSA, or their designee to be non-substantial pursuant to section 3-122-223, Hawai'i Administrative Rules (HAR).

- 3.7 **Tax Clearance.** No contracts of \$25,000 or more shall be binding or effective until Contractor secures and Judiciary receives a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service, showing that all tax returns due have been filed, and all taxes, interest, and penalties levied against Contractor or accrued under Title 14, HRS, relating to taxation that are administered by the Department of Taxation and under the Internal Revenue Service have been paid. The tax clearance shall be obtained on the two-part "TAX CLEARANCE APPLICATION", Form A-6, that combines Department of Taxation and Internal Revenue Service clearances.
- 3.8 **Certification by Offeror of Services in Excess of \$25,000 Concerning Wages Hours, and Working Conditions of Offeror's Employees.** Before any offeror enters into a contract to perform services in excess of \$25,000, the offeror shall comply with section 103-55, HRS, and any amendments thereto, which presently provides<sup>1</sup>:

**§ 103-55. Wages, hours, and working conditions of employees of contractors performing services.** (a) Before any offeror enters into a contract to perform services in excess of \$25,000 for any governmental agency, the offeror shall certify that the services to be performed will be performed under the following conditions:

Wages. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

Compliance with labor laws. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

(b) No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of contract to perform services shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Final payment of a contract or release of bonds or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected.

---

<sup>1</sup> Offeror should check the statute to make sure there are no amendments.

It shall be the duty of the governmental contracting agency awarding the contract to perform services in excess of \$25,000 to enforce this section.

(c) This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

- (1) Managerial, supervisory, or clerical personnel.
- (2) Contracts for supplies, materials, or printing.
- (3) Contracts for utility services.
- (4) Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 78-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77.
- (5) Contracts for professional services.
- (6) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
- (7) Contracts with nonprofit institutions.

### 3.9 **Modification or Withdrawal of Offers.**

3.9.1 Offers may only be modified or withdrawn prior to the deadline for submission of offers, and only with Judiciary's consent.

Any offer, notice of withdrawal of offer, or modification of offer received by Judiciary after the deadline set for opening of offers shall not be considered and shall be returned to offeror unopened, as soon as practicable, with a letter explaining the reason for the return. However, an offeror may request in writing withdrawal of an offer that contains an obvious error, provided such request is received by Judiciary prior to acceptance of the offer by Judiciary. After acceptance of the offer, no request for withdrawal shall be considered.

3.9.2 Modification of offers shall be made by written notice, signed by offeror or a duly authorized representative and submitted to the office designated in the solicitation, explaining that a modification to the original offer is being made and providing the actual modification. If offeror wishes to provide written notice of modification by facsimile, the facsimile shall explain that a modification is being made and provide the actual modification; additionally, the originally signed written notice and modification shall be submitted to the office designated in the solicitation within forty-eight hours or two working days of receipt of the facsimile by the office.

3.9.3 Withdrawal of offers shall be made by made by submission to the office designated in the solicitation of a written notice of withdrawal, signed by offeror or a duly authorized representative. Pursuant to section 3-122-9, HAR, written notice of withdrawal may be sent by facsimile machine; however, the originally

signed withdrawal notice shall be submitted to the office designated in the solicitation within forty-eight hours or two working days of receipt of the facsimile notice by the office. The withdrawal of an offer shall not prejudice the right of an offeror to submit a new, timely received, offer.

- 3.10 **Receipt and Opening of Bids.** For IFBs, all bidders are invited to attend the opening of bids. The FSA shall open all bids at the time and place stated in the IFB and in the presence of all bidders who attend. Bids may be inspected by those present, provided that only one bid is inspected at a time and except that trade secrets or other proprietary data designated as confidential by a bidder pursuant to section 3.4.1 and readily separable from the bid in order to facilitate public inspection of the nonconfidential portion of the bid, may not be reviewable.

A Judiciary representative(s) shall examine the bids to determine the validity of any bidder's written request for nondisclosure of designated trade secrets and other proprietary data. If a bidder's request for nondisclosure of data is challenged, the Judiciary representative shall inform the bidders present at the bid opening that the material designated for nondisclosure shall be subject to written determination by the staff attorney for confidentiality. If the staff attorney determines in writing that the material so designated as confidential is subject to disclosure, the bidder submitting the material under review and other bidders present at the bid opening shall be so notified in writing and the material shall be open to public inspection unless the bidder files a protest pursuant to section 3-126-3, HAR.

Prices, makes, models, and catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary. No bid leaves the bid opening room, no award decision shall be made, and no discussion shall be allowed at a bid opening.

- 3.11 **Receipt and Registration of Proposals.** Proposals or modifications submitted in response to RFPs shall NOT be opened publicly, but shall be opened in the presence of two or more procurement officials. A register of proposals shall be prepared and shall include: the name of each offeror; the number of modifications received, if any; and a description sufficient to identify the good or service item offered. Offerors shall ensure that data designated as confidential shall be readily separable from the proposals in order to facilitate eventual public inspection of the nonconfidential portion of the proposal. Proposals shall be available for public inspection after the contract is signed by all parties.
- 3.12 **Disqualification of Offerors.** An offeror shall be disqualified and the offer automatically rejected for any one or more of the following reasons: proof of collusion, in which case all proposals involved in the collusive action shall be rejected and any participant to such collusion shall be barred from future solicitations until reinstated; offeror's lack of responsibility and cooperation as shown by past work or services;

offeror's being in arrears on existing contracts with any branch, department, agency, or board of the State of Hawai'i or having defaulted on previous contracts; offeror having being debarred or suspended; offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated; offeror's lack of proper license to cover the type of work contemplated, if required; offeror's delivery of the proposal after the deadline specified in the public notice calling for proposals, or as amended, except as allowed in section 3-122-29 (1), HAR; offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former State contracts at the time of issuance of the solicitation; or offer not accompanied by proposal guaranty, as required.

#### **SECTION FOUR - EVALUATION OF OFFERS**

##### **4.1. Competitive Sealed Bidding.**

4.1.1 **Evaluation of Bids Submitted in Response to an IFB.** The award shall be made to the lowest responsive, responsible bidder and shall be based on the criteria set forth in the IFB. Only objectively measurable criteria which are set forth in the IFB shall be applied in determining the lowest bidder. Special adjustments and preferences, as established by law, may affect the evaluation of the bid price, including the following:

- (A) Taxpayer Preference, sections 103D-1001, 103D-1001.5, 103D-1008, HRS;
- (B) Preference for Hawai'i Products, sections 103D-1001, 103D-1002, HRS;
- (C) Printing, Binding and Stationery Work Preference, sections 103D-1001, 103D-1001.5, 103D-1003 HRS;
- (D) Reciprocal Preference, sections 103D-1001, 103D-1001.5, 103D-1004, HRS;
- (E) Recycled Products Preference, sections 103D-1001, 103D-1001.5, 103D-1005, HRS;
- (F) Software Development Businesses Preference, sections 103D-1001, 103D-1001.5, 103D-1006, HRS.
- (G) Preference to Bidders on State Agency Contracts for Public Works Projects, sections 103D-1007, HRS.
- (H) Preference for Qualified Community Rehabilitation Programs, sections 103D-1001, 103D-1001.5, 103D-1009, 103D-1010, 103D-1011, HRS.

- 4.1.2 **Low Tie Bids.** Low tie bids are low responsive bids from responsible bidders that are identical in price and which meet all the requirements and criteria set forth in the IFB. At Judiciary's discretion, award shall be made in any permissible manner that will resolve tie bids, including but not limited to:
- (a) Award of the contract to a business providing goods produced or manufactured in this state or to a business that otherwise maintains a place of business in this state;
  - (b) Award of the contract to the bidder offering a low tie bid who received the previous award; and
  - (c) If no permissible method will be effective in resolving tie bids and a written determination by Judiciary so stating is made, award may be made by drawing lots.
- 4.1.3 **Mistakes in Bids.** A bidder may correct a mistake if the mistake is discovered before the time and date set for bid opening by withdrawing or correcting the bid, as provided in section 3.9, above. Correction or withdrawal of a bid after the time and date set for bid opening because of an inadvertent, nonjudgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to assure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible if it is not contrary to Judiciary's interest or the fair treatment of other bidders.

Correction or withdrawal of a bid because of an obvious mistake in the bid is permissible if Judiciary deems that it is not contrary to its best interests, or to the fair treatment of other bidders. Mistakes shall not be corrected after award of the contract.

## 4.2 **Competitive Sealed Proposals.**

- 4.2.1 **Evaluation of Offers Submitted in Response to an RFP.** The FSA, or an evaluation committee selected in writing by the Administrative Director of the Courts, shall evaluate proposals. A copy of the document identifying any committee members and any subsequent changes thereto shall be placed in the contract file. Numerical rating systems may be used, but are not required. When used, the evaluation shall be based only on the evaluation factors set out in the RFP. The relative priority to be applied to each evaluation factor shall also be set out in the RFP. If numerical rating systems are not used, the FSA or each member of the evaluation committee, as applicable, shall explain his or her ranking determination in writing, which shall then be placed in the procurement file. Evaluation factors not specified in the RFP shall not be considered. The

written ranking evaluations or explanations shall be available for public inspection after the contract is signed by all parties.

When applicable, cost shall be an evaluation factor. The proposal with the lowest cost factor shall receive the highest available rating allocated to cost. Each proposal that has a higher cost factor than the lowest must have a lower rating for cost. If a numerical rating system is used to evaluate the cost factor, the points allocated to higher-priced proposals shall be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price. An evaluation factor shall be included that takes into consideration whether an offeror qualifies for any applicable procurement preferences.

A proposal from a debarred or suspended offeror shall be rejected.

Evaluation meetings may be held by an evaluation committee to discuss the RFP, the evaluation process, the weighing of evaluation factors, and proposals received, before evaluations.

4.2.2 **Discussions with Offerors.** Before conducting discussions, a “priority list” shall be generated by the FSA or evaluation committee. In order to generate a priority list, proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. All responsible offerors who submit acceptable or potentially acceptable proposals are eligible for the priority list. If numerous acceptable and potentially acceptable proposals have been submitted, the FSA or the evaluation committee may rank the proposals and limit the priority list to at least three responsible offerors who submitted the highest-ranked proposals. Those responsible offerors who are selected for the priority list are referred to as the “priority-listed offerors.” Discussions shall be limited to only “priority-listed offerors” and are held to:

- (a) Promote understanding of Judiciary’s requirements and priority-listed offerors’ proposals; and
- (b) Facilitate arriving at a contract that will be most advantageous to Judiciary, taking into consideration the evaluation factors set forth in the RFP.

The FSA shall establish procedures and schedules for conducting discussions and keep a record of the date, place, purpose of meetings and those attending.

Proposals may be accepted on evaluation without discussion. Priority-listed offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals.

Any substantial oral clarification of a proposal shall be reduced to writing by the priority-listed offeror. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate the clarification or change. Addenda to the RFP shall be distributed only to priority-listed offerors. Priority-listed offerors shall be permitted to submit new proposals or to amend those submitted.

If in the FSA's or the evaluation committee's opinion, a contemplated amendment will significantly change the nature of the procurement, the RFP shall be canceled and a new RFP issued.

During the discussion and negotiation process, the contents of any proposal shall not be disclosed to competing offerors.

- 4.2.3 **“Best and Final Offers” in Response to RFPs.** When “best and final offers” are solicited, Judiciary shall establish a date and time for the priority-listed offerors to submit their “best and final offers” in response to an RFP. “Best and final offers” shall be submitted only once unless the Administrative Director or the FSA determines in writing that it is in Judiciary's best interest to conduct additional discussions or change Judiciary's requirements and require another submission of best and final offers; otherwise, no discussion of or changes to the “best and final offers” shall be allowed prior to award.

Priority-listed offerors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous proposal shall be construed as their best and final offer.

After best and final offers are received, final evaluations will be conducted for an award pursuant to section 3-122-57, HAR.

- 4.2.4 **Mistakes in Proposals.** If the FSA knows or has reason to conclude before award of a contract that a mistake has been made in a proposal, the FSA shall request that offeror confirm the proposal. If offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section. Mistakes shall not be corrected after award of the contract.

If discussions are commenced with, or after best and final offers are requested from, priority-listed offerors, any priority-listed offeror may freely correct any mistake in a proposal by modifying or withdrawing the proposal up until the time and date set for receipt of best and final offers. If discussions are not held with priority-listed offerors, or if best and final offers upon which the award will be made have been received and the date and time that best and final offers are due has passed, mistakes shall be corrected to the intended correct proposals only

when the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

If discussions with priority-listed offerors are not held, or if the best and final offers upon which award will be made have been received beyond the date and time that best and final offers are due, an offeror alleging a material mistake of fact which makes a proposal nonresponsive may be permitted to withdraw the proposal if:

- (a) The mistake is clearly evident on the face of the proposal but the intended correct proposal is not; or
- (b) The offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Judiciary shall review offeror's request for correction or withdrawal of a proposal, and shall prepare a written decision granting or denying offeror's request. Technical irregularities that are matters of form rather than substance evident from the proposal document, or insignificant mistakes may be waived or corrected if they are without prejudice to other offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final proposals upon which award shall be made have been received by the date and time due, Judiciary may waive such irregularities or allow offeror to correct them if Judiciary deems that it is not contrary to its best interests, or to the fair treatment of other offerors, and the correction involved has no effect on price, quality, or quantity. Examples of situations where waiver of irregularities may be in Judiciary's best interest include the failure of an offeror to:

- (a) return the number of signed proposals required by the RFP;
- (b) sign the proposal, but only if the unsigned proposal is accompanied by other material indicating offeror's intent to be bound; or
- (c) acknowledge receipt of an amendment to the RFP, but only if it is clear from the proposal that offeror received the amendment and intended to be bound by its terms.

## **SECTION FIVE - ACCEPTANCE OF OFFERS AND AWARD AND EXECUTION OF CONTRACT**

### **5.1 Acceptance and Award:**

5.1.1 **Acceptance and Award of an IFB.** Acceptance of an offer in response to an IFB, if any, shall be made with reasonable promptness to the lowest responsive, responsible bidder whose bid meets the requirements and criteria set forth in the IFB. In determining the responsive and responsible offeror, offers shall be evaluated not only on the amounts thereof, but on all factors relating to the satisfactory performance of the contract. Products must be of a quality and nature that will meet the needs and purposes of Judiciary, as specified in the solicitation. Offeror must have the ability to perform as called for in the contract terms. Judiciary shall be the sole judge of product or offeror capability. The successful offeror shall be notified by letter that the offer has been accepted and that offeror is being awarded the contract.

If the offer is rejected or if offeror to whom the contract was awarded fails to enter into the contract and furnish satisfactory security, if applicable, Judiciary may, at its discretion, award the contract to the next lowest or remaining responsible offeror or may publish another call for offers; provided in the case of only one remaining responsible offeror, Judiciary may negotiate with such offeror to reduce the scope of work, if available funds are exceeded, and to award the contract at a price reflecting the reduction in the scope of work.

Judiciary further reserves the right to cancel the contract award at any time prior to execution of said contract by all parties, without any liability to the awardee and to any other offeror.

5.2 **Availability of Funds.** An award shall be contingent upon the availability of funds, and any contract awarded shall be subject to cancellation by Judiciary at any time, if funds are unavailable.

### **5.3 Execution of Contract by the Selected Offeror.**

5.3.1 This section shall not apply to any contract in which the total amount payable to the Contractor cannot be accurately estimated at the time the contract is to be awarded.

5.3.2 Judiciary shall forward a contract to the successful offeror for execution. The contract shall be signed by the successful offeror and returned, together with a satisfactory contract bond if required, and other supporting documents, within ten (10) days following receipt of the contract by offeror or within such further time as the FSA may allow.

- 5.4 **Return of Offer Guaranty.** All offer guaranties except surety bonds (if submitted as required) shall be returned immediately after execution of the contract. If a contract is not executed, the offer guaranties, except surety bonds, shall be returned after the FSA decides to publish another call for offers.
- 5.5 **Failure to Execute and Return Contract.** If offeror to whom a contract is awarded fails to enter into a contract and to furnish satisfactory security (as required) within ten (10) days after such award or within such further time as the FSA may allow, the FSA shall pay the amount of offeror's proposal guaranty, if any, into the State Treasury as a government realization of the State. The FSA may then award the contract to the next lowest responsive and responsible offeror or may publish another call for offers, whichever method the FSA deems to be in Judiciary's best interest.
- 5.6 **Non-Performance of Contract.** In the event Contractor fails to perform the work in accordance with each requirement of the General Conditions, Procedural Requirements, Specifications, Special Provisions, addenda, and other provisions forming a part of this contract, Judiciary, in addition to any other recourse, reserves the right to suspend Contractor from submitting offers on any or all of Judiciary's purchases for such period of time as it deems appropriate.

## SECTION SIX - LEGAL RELATIONS AND RESPONSIBILITY

- 6.1 **Statutes and Rules to be Observed.** Contractor shall at all times observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations which in any manner affect those engaged or employed in the performance of the work under this contract, the goods required under this contract, or the conduct of the work being contracted for. Contractor shall also comply with all orders and decrees of bodies or tribunals having any jurisdiction or authority over the work.
- 6.2 **Incorporation of Statutes and Rules.** The applicable provisions of chapters 103 and 103D, HRS, as amended, provisions of Hawai'i and federal law, and the rules promulgated by the State Procurement Policy Board, Title 3, HAR, as amended, shall be deemed to be a part of the contract as though fully set forth therein. If any provision of the IFB, RFP, or contract is inconsistent with the statutes or rules, the provision is void and of no effect. However, any void provision shall not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of the IFB, RFP, and contract are severable.

## SECTION SEVEN - LEGAL AND CONTRACTUAL REMEDIES

### 7.1 Authority to Resolve Protested Solicitations and Awards.

- 7.1.1 Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to Judiciary or a designee as specified in the solicitation. A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest of an award or proposed award shall in any event be submitted in writing within five (5) working days after the posting of award of the contract either under section 103D-302 or 103D-303, HRS, as applicable; provided further that no protest based upon the content of the solicitation shall be considered unless it is submitted in writing prior to the date set for the receipt of offers.
- 7.1.2 Judiciary, or its designee, prior to the commencement of an administrative proceeding under section 103D-709, HRS, or an action in court pursuant to section 103D-710, HRS, may settle and resolve a protest concerning the solicitation or award of a contract. This authority shall be exercised in accordance with Title 3, chapter 126, subchapter 3, HAR.
- 7.1.3 If the protest is not resolved by mutual agreement, Judiciary or its designee shall promptly issue a decision in writing to uphold or deny the protest. The decision shall:
- (a) State the reasons for the action taken; and
  - (b) Inform the protestor of the protestor's right to an administrative proceeding as provided in this part, if applicable.
- 7.1.4 A copy of the decision under paragraph 7.1.3 shall be mailed or otherwise furnished immediately to the protestor and any other intervening party.
- 7.1.5 A decision under paragraph 7.1.3 shall be final and conclusive, unless any person adversely affected by the decision commences an administrative proceeding under section 103D-709, HRS.
- 7.1.6 In the event of a timely protest under paragraph 7.1.1, no further action shall be taken on the solicitation or the award of the contract until Judiciary issues a written determination that the award of the contract without delay is necessary to protect substantial interests of Judiciary.
- 7.1.7 In addition to any other relief, when a protest is sustained and the protestor should have been awarded the contract under the solicitation but was not, the protestor shall be entitled to the actual costs reasonably incurred in connection with the solicitation, including bid or proposal preparation costs, but not attorney's fees.

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Employee" means any nominated, appointed, or elected officer or employee of the JUDICIARY, including members of boards, commissions, and committees, and employees under contract to the JUDICIARY or of a constitutional convention, but excluding legislators, delegates to the constitutional convention, justices and judges.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent.

On behalf of \_\_\_\_\_,  
CONTRACTOR, the undersigned does declare, under penalty of perjury, as follows:

1. CONTRACTOR (is) (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.\*
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by a JUDICIARY employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the JUDICIARY within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement for a fee or other consideration by an individual who, a) within in past twelve (12) months, served as a JUDICIARY employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the JUDICIARY if this Agreement was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provision which are the source of the declarations above. Additionally, any fee, compensation,

gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by JUDICIARY.

DATED: Honolulu, Hawaii, \_\_\_\_\_, 20\_\_\_\_

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

\*Reminder: If "is" is circled, JUDICIARY, under section 84-15, Hawaii Revised Statutes, to file with the State Ethics Commission, 10 days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.

Form AG-1(4-99 SA)

## HAWAII JUDICIARY POLICY DISCRIMINATION/HARASSMENT-FREE WORKPLACE

### I. Authority and Background

The Judiciary is committed to promoting and maintaining a productive work environment free of any form of discrimination and harassment. The Judiciary does not tolerate workplace discrimination or harassment. The Judiciary will take appropriate action when discrimination or harassment is based on a person's "protected class." The Judiciary will act to curb protected class discrimination or harassment without regard to its severity or pervasiveness and does not require that discrimination or harassment rise to the level of unlawfulness before taking action.

### II. Zero Tolerance Policy

Judiciary employees are expected to avoid behavior that could reasonably be perceived as discrimination or harassment prohibited under this policy. The Judiciary will take appropriate action when discrimination or harassment is based on a person's race, color, sex, including gender identity or expression,<sup>1</sup> sexual orientation, condition of pregnancy, act of breastfeeding or expressing milk, religion, national origin, ancestry, age, disability, genetic information,<sup>2</sup> marital status, arrest and court record, income assignment for child support, national guard absence, uniformed service, veteran status, citizenship, credit history or credit report unless directly related to a bona fide occupational qualification, or domestic or sexual violence victim status if the domestic or sexual violence victim provides notice to the victim's employer of such status or the employer has actual knowledge of such status (*protected class discrimination*).

---

<sup>1</sup> "Gender identity or expression" includes a person's actual or perceived gender, as well as a person's gender identity (including transgender), gender-related self-image, gender-related appearance, or gender-related expression, regardless of whether that gender identity, gender-related self-image, gender-related appearance, or gender-related expression is different from that traditionally associated with the person's sex assigned at birth. "Transgender" refers to a person whose sex assigned at birth is different from their self-identified gender (e.g. a person whose sex assigned at birth is male who identifies as female and/or a person whose sex assigned at birth is female who identifies as male). A transgender person does not have to have undergone medical treatment or surgical procedures to be protected under the Policy. An individual's self-declaration of gender is sufficient to be provided protection under the Policy.

<sup>2</sup> "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder, or condition of an individual's family members (i.e., an individual's family medical history). Family medical history is included in the definition of "genetic information" because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

**A. Scope of Policy**

This policy applies to all employees, justices and judges, volunteers, applicants for employment, and persons or entities providing services to the Judiciary, whether on a contract, per diem, full or part-time basis. This policy covers all interactions with staff, clients, and the public.

All Judiciary employees are responsible for ensuring that work in the courts and court-related programs is conducted in an atmosphere that respects the dignity of every Judiciary employee, and people with whom the Judiciary conducts business.

**B. Examples of Prohibited Conduct**

1. It is a violation of this policy to engage in protected class discrimination.
2. Discrimination or harassment prohibited under this policy includes, but is not limited to, oral, written, physical or visual behavior, that offends, demeans, or intimidates, or refusing to provide services and/or denying access to Judiciary facilities and/or programs, based on a person's status in a protected class.
3. Protected class characteristics may not be used as a basis for taking employment action or making an employment decision that results in an adverse change in benefits, or terms and conditions of employment.
4. Other harassing or offensive conduct directed at individuals based on protected class characteristics is prohibited under this policy, and includes, but is not limited to:
  - a. Unwanted physical contact, sexually suggestive or offensive touching, patting, hugging, or brushing against a person's clothing or body, pinching, or hitting;
  - b. Sexual advances, requests for sexual favors, repeated and unwanted attempts at a romantic relationship, sexually explicit questions, comments about physical attributes;
  - c. Lewd comments, sexual jokes, pressure for sexual activity, such as repeated requests for dates, and threats for refusing a sexual advance;
  - d. Displays of demeaning, insulting, or sexually suggestive objects, pictures, or photographs;

- e. Demeaning, insulting, intimidating, or sexually suggestive, written, recorded, or electronically transmitted messages (such as e-mail, voicemail, and Internet materials);
  - f. Offensive comments, slurs, jokes, profanity, anecdotes, offensive and/or inappropriate questions or statements to, about or regarding any protected class;
  - g. Refusal to address a person by their preferred name, provided that such name shall not be used when deemed to be inappropriate for a business setting; and
  - h. Disregarding a person's preferences based on his or her self-identified gender. This may include, but is not limited to, failing to address a person by his or her preferred name and/or pronoun, not allowing a person to use the restroom and/or locker room of his or her self-identified gender or limiting a person to using facilities that are an unreasonable distance or travel time from the worksite or Judiciary program location because the individual is transgender, requiring a transgender person to follow procedures that conflict with the person's self-identified gender, refusing to provide services and/or denying access to Judiciary facilities and/or programs based on the person's self-identified gender and/or being transgender.
5. Retaliation: The Judiciary encourages reporting of incidents of discrimination, harassment or retaliation. Retaliation against an individual who makes a complaint, participates in an investigation, or provides information, is prohibited. A person who experiences retaliatory action after taking the following actions should report the matter to the investigator in charge of the complaint or the Equal Employment Opportunity (EEO) Officer:
- a. Making a complaint of harassment or discrimination;
  - b. Making a disability related request for reasonable accommodation;  
or
  - c. Participating in a complaint investigation.

### **C. Reporting Procedures**

The Judiciary encourages employees to report discrimination and/or harassment before it becomes severe or pervasive so that steps may be taken to stop the harassment before it rises to the level of unlawful behavior.

Anyone who observes or experiences discrimination or harassment prohibited

under this policy is encouraged, if at all possible, to make it clear to the offender that he or she finds such behavior offensive. The incidents should also be reported to an immediate supervisor, other supervisory personnel, a program or court administrator, or the EEO Officer who after reviewing the complaint will determine the appropriate follow-up. Employees are not required to report a complaint to their immediate supervisor or to make a complaint to the offender.

While this section describes the general procedures for reporting complaints of discrimination, harassment or retaliation in the workplace, more specific procedural information is attached to this policy as Attachment 1 and describes, in detail, how to report a complaint, including how to report a complaint to an external agency. Regardless of how the complaint is made, all complaints will be taken seriously and investigated promptly.

#### **D. Limited Confidentiality**

The Judiciary shall, to the extent possible, protect the confidentiality of substantiated and unsubstantiated discrimination, harassment and retaliation reports and investigations. Information regarding reports and investigations shall be shared with appropriate individuals and agencies on a "need to know" basis, with due consideration for safety, security, and other interests.


### **III. Responsibility for Implementing Policy**

Judges, chief court administrators and department heads shall ensure that this policy is implemented and enforced within their own courtrooms and programs.

A violation of this policy may result in disciplinary action, up to and including discharge.

### **IV. Review of Policy**

This policy was established in 1998 and amended in 2000, 2007, 2012, and 2017.

Approved:   
Rodney A. Maile  
Administrative Director of the Courts

Date: MAY 20 2017

## Attachment 1

### **PROCEDURES FOR REPORTING DISCRIMINATION, HARASSMENT, OR RETALIATION IN THE WORKPLACE**

#### **I. Procedures**

The Judiciary urges the reporting of any incidents of discrimination, harassment, or retaliation, regardless of the identity of the alleged offender. Anyone who observes or experiences discrimination or harassment prohibited under the Discrimination/Harassment-Free Workplace Policy is encouraged, if at all possible, to make it clear to the offender that he or she finds such behavior offensive. Conduct that violates the Discrimination/Harassment-Free Workplace Policy should also be reported to an immediate supervisor, other supervisory personnel, a program or court administrator, or the Equal Employment Opportunity (EEO) Officer at 539-4336.

Employees are not required to report a complaint to their immediate supervisor or to make a complaint to the offender.

A complaint or report may be made either orally or in writing (a complaint form is available through the EEO Officer). A complaint or report, whether oral or written, should include: name of the alleged offender(s), including position and department, if known, a summary of the offensive acts, with the dates, times and places of the incidents, the names of witnesses to the events, and copies of documents, if any, that support the complaint or report.

#### **II. Limited Confidentiality**

The Judiciary shall, to the extent possible, protect the confidentiality of substantiated and unsubstantiated discrimination, harassment and retaliation reports and investigations. Information regarding reports and investigations shall be shared with appropriate individuals and agencies on a "need to know" basis, with due consideration for safety, security, and other interests.

#### **III. Action Taken on Complaints**

All complaints will be investigated promptly. The Judiciary may take appropriate interim action while an investigation is pending, including placing the accused person on leave or temporary assignment.

If the Judiciary finds that an employee violated the Discrimination/Harassment-Free Workplace Policy, the Judiciary will take appropriate corrective action, up to and including discharge of the employee. If an investigation shows that a justice or judge violated the Discrimination/Harassment-Free Workplace Policy, the matter shall be referred to the Commission on Judicial Conduct, which has exclusive authority to take disciplinary action against justices and judges. If the person found to have violated the policy is not employed

by the Judiciary, other appropriate action shall be taken, including notice to the employer. If the person found to have violated the policy is a lawyer, the findings shall also be reported to the Office of Disciplinary Counsel.

#### **IV. Referring Complaints to External Agencies**

In addition to the procedures described above, complaints about discrimination, harassment, or retaliation in the workplace may also be reported to other appropriate agencies, including but not limited to, the federal Equal Employment Opportunity Commission, the Hawai'i Civil Rights Commission, and labor unions. Conduct by a justice or judge that violates the Discrimination/Harassment-Free Workplace Policy shall be reported to the Commission on Judicial Conduct and the Judicial Selection Commission.

Agencies may have time limitations for filing complaints. For example, complaints of unlawful discriminatory practices must be filed with the Hawai'i Civil Rights Commission no later than one hundred eighty (180) days, or with the Equal Employment Opportunity Commission no later than three hundred (300) days from the date of: (1) the alleged unlawful discriminatory act; or (2) the last occurrence of discrimination in a pattern of ongoing discriminatory conduct.

Persons wishing to file complaints with other agencies should contact that agency to obtain information on their specific procedures and should not wait for resolution of a complaint made to the employer, including the Judiciary. Contact information for other agencies are as follows:

Equal Employment Opportunity Commission  
300 Ala Moana Boulevard, Room 7-127  
P.O. Box 50082  
Honolulu, Hawai'i 96850-0051  
Telephone: 1-800-669-4000                      [info@eeoc.gov](mailto:info@eeoc.gov)

Hawai'i Civil Rights Commission  
830 Punchbowl Street, Room 411  
Honolulu, Hawai'i 96813  
Telephone: (808) 586-8636                      [DLIR.HCRC.INFO@hawaii.gov](mailto:DLIR.HCRC.INFO@hawaii.gov)

Hawai'i Government Employees Association Headquarters  
888 Mililani Street, Suite 401  
Honolulu, Hawai'i 96813-2991  
Telephone: (808) 536-2351                      [oahudiv@hgea.org](mailto:oahudiv@hgea.org)

United Public Workers Headquarters  
1426 North School Street  
Honolulu, Hawai'i 96817  
Telephone: (808) 847-2631

Office of Disciplinary Counsel  
201 Merchant Street, Suite 1600  
Honolulu, Hawai'i 96813  
Telephone: (808) 521-4591

Commission on Judicial Conduct  
426 Queen Street, Room 118  
Honolulu, Hawai'i 96813-2914  
Telephone: (808) 539-4790  
[judconduct.c.comm@courts.hawaii.gov](mailto:judconduct.c.comm@courts.hawaii.gov)

Judicial Selection Commission  
417 South King Street  
Honolulu, Hawai'i 96813-2902  
Telephone: (808) 538-5200

BINDING STUB

TEAR FROM THIS PERFORATION FIRST

GLUE LINE

PERF

State of Hawai'i - Citation for Traffic Crime(s) Arrest In the District Court of the First Circuit

CITATION NO.

COMPLAINT: The undersigned officer, on behalf of Plaintiff State of Hawai'i, declares under penalty of law that he/she has probable cause to believe and does believe that on the date, at the time, and under the conditions indicated, the named defendant did commit the criminal offense(s) noted below and that the same is true and correct to the best of his/her knowledge and belief.

DEFENDANT ID on Person Y N LAST NAME REGISTERED OWNER Y N FIRST NAME MIDDLE INITIAL(S) ADDRESS CITY STATE ZIP CODE JUVENILE PROV. LIC. PARENT'S NAME OPERATOR LICENSE NO. STATE EXP. DATE DATE OF BIRTH HEIGHT WEIGHT ETHNICITY CDL SEX SSN-Last 4 digits CONTACT PHONE NUMBER(S) MILITARY SERVICE MILITARY ID EMPLOYER

VEHICLE INFORMATION LICENSE PLATE/VIN STATE HAZ MAT MAKE MODEL TYPE COLOR YEAR CMV

LAW(S) VIOLATED & TRAFFIC CRIMES COMMITTED HRS 286-30 HRS 286-102 HRS 286-132 HRS 286-133 HRS 291-2 HRS 291-3.1(b) HRS 291-3.2(b) HRS 291-11.5(a)(1) HRS 291-11.5(a)(2) HRS 291-12 HRS 291C-13 HRS 291C-27 HRS 291C-103(a)(c) HRS 291C-103(a)(d) HRS 291C-105(a)(1) HRS 291C-105(a)(2) HRS 291E-62(a) HRS 431:10C-104 HRS 431:10G-102 ROH 41-31.1(a)(2)

Table with 2 columns: SECTION, DESCRIPTION

COURT

BINDING STUB

GLUE LINE

PERF

DETAILS REGARDING THE OFFENSE(S) CHARGED

DATE (Month / Day / Year) TIME DISTRICT BEAT WEATHER ROAD TRAFFIC LIGHTING NO. OF OCCUPANTS: LOCATION OF VIOLATION VANTAGE POINT LANE OF TRAVEL SIGN(S) POSTED ACTUAL SPEED POSTED SPEED SPEED VIOLATION MEASURED BY ACCIDENT REPORT NO. PROPERTY DAMAGE OFFICER'S STATEMENT OF FACTS

COMPLAINING OFFICER INFORMATION PRINT RANK, FIRST INITIAL, & LAST NAME ID NO. OFFICER'S SIGNATURE DATE OF ISSUANCE

DEFENDANT'S ACKNOWLEDGMENT: By signing below, I agree to appear before the District Court of the First Circuit on the date and at the time and location designated below to answer the charge(s). I understand that my signature is not an admission to the charge(s).

X Defendant's Signature (Please read instructions on the reverse side) DEFENDANT REFUSES TO SIGN

The Defendant is hereby directed to appear before the District Court of the First Circuit on the date and at the time and location designated below (see reverse side for address) to answer the charge(s). Failure to appear in court as summoned may result in your arrest for other offenses and/or imposition of additional penalties, including fines, court costs, fees, and imprisonment.

SUMMONS COURT LOCATION (see addresses on reverse side) HONOLULU KANE'OHE EWA WAHIAWA WAI'ANA E DATE TIME COURTROOM

COURT

BINDING STUB

TEAR FROM THIS PERFORATION FIRST

GLUE LINE

PERF

State of Hawai'i - Citation for Traffic Crime(s) Arrest In the District Court of the First Circuit

CITATION NO.

COMPLAINT: The undersigned officer, on behalf of Plaintiff State of Hawai'i, declares under penalty of law that he/she has probable cause to believe and does believe that on the date, at the time, and under the conditions indicated, the named defendant did commit the criminal offense(s) noted below and that the same is true and correct to the best of his/her knowledge and belief.

DEFENDANT ID on Person Y N LAST NAME REGISTERED OWNER Y N FIRST NAME MIDDLE INITIAL(S) ADDRESS CITY STATE ZIP CODE JUVENILE PROV. LIC. PARENT'S NAME OPERATOR LICENSE NO. STATE EXP. DATE DATE OF BIRTH HEIGHT WEIGHT ETHNICITY CDL SEX SSN-Last 4 digits CONTACT PHONE NUMBER(S) MILITARY SERVICE MILITARY ID EMPLOYER

VEHICLE INFORMATION LICENSE PLATE/VIN STATE HAZ MAT MAKE MODEL TYPE COLOR YEAR CMV

LAW(S) VIOLATED & TRAFFIC CRIMES COMMITTED HRS 286-30 HRS 286-102 HRS 286-132 HRS 286-133 HRS 291-2 HRS 291-3.1(b) HRS 291-3.2(b) HRS 291-11.5(a)(1) HRS 291-11.5(a)(2) HRS 291-12 HRS 291C-13 HRS 291C-27 HRS 291C-103(a)(c) HRS 291C-103(a)(d) HRS 291C-105(a)(1) HRS 291C-105(a)(2) HRS 291E-62(a) HRS 431:10C-104 HRS 431:10G-102 ROH 41-31.1(a)(2)

Table with 2 columns: SECTION, DESCRIPTION

COURT

FACE 2

PERF AS SHOWN

BINDING STUB

GLUE LINE

PERF

DETAILS REGARDING THE OFFENSE(S) CHARGED

DATE (Month / Day / Year) TIME DISTRICT BEAT WEATHER ROAD TRAFFIC LIGHTING NO. OF OCCUPANTS: LOCATION OF VIOLATION VANTAGE POINT LANE OF TRAVEL SIGN(S) POSTED ACTUAL SPEED POSTED SPEED SPEED VIOLATION MEASURED BY ACCIDENT REPORT NO. PROPERTY DAMAGE OFFICER'S STATEMENT OF FACTS

COMPLAINING OFFICER INFORMATION PRINT RANK, FIRST INITIAL, & LAST NAME ID NO. OFFICER'S SIGNATURE DATE OF ISSUANCE

DEFENDANT'S ACKNOWLEDGMENT: By signing below, I agree to appear before the District Court of the First Circuit on the date and at the time and location designated below to answer the charge(s). I understand that my signature is not an admission to the charge(s).

X Defendant's Signature (Please read instructions on the reverse side) DEFENDANT REFUSES TO SIGN

The Defendant is hereby directed to appear before the District Court of the First Circuit on the date and at the time and location designated below (see reverse side for address) to answer the charge(s). Failure to appear in court as summoned may result in your arrest for other offenses and/or imposition of additional penalties, including fines, court costs, fees, and imprisonment.

SUMMONS COURT LOCATION (see addresses on reverse side) HONOLULU KANE'OHE EWA WAHIAWA WAI'ANA E DATE TIME COURTROOM

1D-V-134 (10/17)

COURT

BINDING STUB

TEAR FROM THIS PERFORATION FIRST

GLUE LINE

PERF

State of Hawai'i - Citation for Traffic Crime(s) Arrest In the District Court of the First Circuit

CITATION NO.

COMPLAINT: The undersigned officer, on behalf of Plaintiff State of Hawai'i, declares under penalty of law that he/she has probable cause to believe and does believe that on the date, at the time, and under the conditions indicated, the named defendant did commit the criminal offense(s) noted below and that the same is true and correct to the best of his/her knowledge and belief.

DEFENDANT ID on Person Y N LAST NAME REGISTERED OWNER Y N FIRST NAME MIDDLE INITIAL(S) ADDRESS CITY STATE ZIP CODE JUVENILE PROV. LIC. PARENT'S NAME OPERATOR LICENSE NO. STATE EXP. DATE DATE OF BIRTH HEIGHT WEIGHT ETHNICITY CDL SEX SSN-Last 4 digits CONTACT PHONE NUMBER(S) MILITARY SERVICE MILITARY ID EMPLOYER

VEHICLE INFORMATION LICENSE PLATE/VIN STATE HAZ MAT MAKE MODEL TYPE COLOR YEAR CMV

LAW(S) VIOLATED & TRAFFIC CRIMES COMMITTED HRS 286-30 HRS 286-102 HRS 286-132 HRS 286-133 HRS 291-2 HRS 291-3.1(b) HRS 291-3.2(b) HRS 291-11.5(a)(1) HRS 291-11.5(a)(2) HRS 291-12 HRS 291C-13 HRS 291C-27 HRS 291C-103(a)(c) HRS 291C-103(a)(d) HRS 291C-105(a)(1) HRS 291C-105(a)(2) HRS 291E-62(a) HRS 431:10C-104 HRS 431:10G-102 ROH 41-31.1(a)(2)

Table with 2 columns: SECTION, DESCRIPTION

COURT

BINDING STUB

GLUE LINE

PERF

DETAILS REGARDING THE OFFENSE(S) CHARGED

DATE (Month / Day / Year) TIME DISTRICT BEAT WEATHER ROAD TRAFFIC LIGHTING NO. OF OCCUPANTS: LOCATION OF VIOLATION VANTAGE POINT LANE OF TRAVEL SIGN(S) POSTED ACTUAL SPEED POSTED SPEED SPEED VIOLATION MEASURED BY ACCIDENT REPORT NO. PROPERTY DAMAGE OFFICER'S STATEMENT OF FACTS

COMPLAINING OFFICER INFORMATION PRINT RANK, FIRST INITIAL, & LAST NAME ID NO. OFFICER'S SIGNATURE DATE OF ISSUANCE

DEFENDANT'S ACKNOWLEDGMENT: By signing below, I agree to appear before the District Court of the First Circuit on the date and at the time and location designated below to answer the charge(s). I understand that my signature is not an admission to the charge(s).

X Defendant's Signature (Please read instructions on the reverse side) DEFENDANT REFUSES TO SIGN

The Defendant is hereby directed to appear before the District Court of the First Circuit on the date and at the time and location designated below (see reverse side for address) to answer the charge(s). Failure to appear in court as summoned may result in your arrest for other offenses and/or imposition of additional penalties, including fines, court costs, fees, and imprisonment.

SUMMONS COURT LOCATION (see addresses on reverse side) HONOLULU KANE'OHE EWA WAHIAWA WAI'ANA E DATE TIME COURTROOM

COURT

**State of Hawai'i - Citation for Traffic Crime(s) Arrest  
In the District Court of the First Circuit**

**IMPORTANT INSTRUCTIONS - READ CAREFULLY**

This Citation for Traffic Crime(s) Arrest (Citation) charges you with committing one or more traffic crimes, in violation of a section of the Hawai'i Revised Statutes (HRS), the Hawai'i Administrative Rules (HAR), or the Revised Ordinances of Honolulu (ROH). **This Citation summons you to appear before the District Court of the First Circuit to answer the charge(s) on the date and at the time and location designated in the Summons on the front of this Citation.** Failure to appear in court as summoned may result in your arrest for other offenses and/or imposition of additional penalties, including fines, court costs, fees, and imprisonment.

**INFORMATION ABOUT YOUR COURT APPEARANCE**

Please arrive early on the date of your court hearing. If you are not present in the courtroom when your case is called, a bench warrant for your arrest (for contempt of court, failure to appear, or other charges) may be issued, and your bail/bond may be forfeited. Bring this Citation to court with you, and check in with the bailiff or court clerk when you arrive at the proper courtroom.

**Your Rights to Trial and Counsel:** Depending on the charge(s) against you, you may be entitled to a trial by jury. Additionally, if you cannot afford an attorney and are charged with an offense punishable by imprisonment, you may be entitled to have an attorney appointed by the court to represent you at no cost to yourself. If you wish to apply for legal services through the Office of the Public Defender, you will be required to complete a written application. You will be informed of these rights at your court appearance.

**Driver's License Offenses:** If you are charged with operating a motor vehicle without a valid driver's license (e.g., expired, suspended, or revoked license), your case may be dismissed by the State (prosecuting attorney) if you produce in court a driver's license or other proof that you were validly licensed on the date of the offense (such as a certification from the Driver's Licensing Division of your state/county). Proof of valid license will NOT be accepted at the district court counter; you must appear in court on the date and at the time designated on this Citation.

**Insurance Offenses:** If you are charged with not having a valid motor vehicle insurance policy (HRS § 431:10C-104) or valid motorcycle/motor scooter insurance policy (HRS § 431:10G-102), your case may be dismissed by the State (prosecuting attorney) if you produce in court proof of insurance coverage, in the form of an affidavit from an insurance company licensed in the State of Hawai'i, that the motor vehicle or motorcycle/motor scooter was insured on

FOLD

the date of the offense. Proof of valid insurance will NOT be accepted at the district court counter; you must appear in court on the date and at the time designated on this Citation.

**If You Cannot Appear in Court on the Date and at the Time Designated in the Summons:** If you have a valid reason for not being able to appear in court on the date and at the time designated in the Summons, you must file with the designated district court a written motion to request a continuance of your hearing, either (1) by mail to the designated court at the address listed below, or (2) in person at the designated court at the address listed below. You must explain your reason(s) for requesting a continuance. **The designated district court must receive your motion for continuance no later than 48 hours prior to your scheduled court date and time.** If your motion is granted, you will be informed of the new court date and time. If your motion is denied, you must appear in court as summoned by this Citation. Continuance request forms are available at any district court or via the Internet at <http://www.courts.state.hi.us>.

**IMPORTANT NOTE FOR JUVENILE DEFENDANTS**

Juvenile defendants under eighteen (18) years of age must be accompanied by a parent or legal guardian when appearing before the court.

**INFORMATION ABOUT YOUR PRIVACY**

Disclosure of the last four digits of your Social Security Number (SSN) on this Citation is mandatory pursuant to HRS §803-6(c)(2). The last four digits of your SSN will be used for identification purposes in administering state and federal driver's license and motor vehicle laws, including laws governing the revocation of a driver's license and proof of financial responsibility.

**ADDRESSES FOR THE  
DISTRICT COURT OF THE FIRST CIRCUIT**

**HONOLULU**

Traffic Violations Bureau  
1111 Alakea Street  
Honolulu, Hawai'i 96813  
(808) 538-5500

**'EWA**

District Court, 'Ewa Division  
870 Fourth Street  
Pearl City, Hawai'i 96782  
(808) 534-6900

**KĀNE'OHE**

District Court, Kāne'ohe Division  
45-939 Po'okela Street  
Kāne'ohe, Hawai'i 96744  
(808) 534-6300

**WAHIAWĀ**

District Court, Wahiaiwā Division  
1034 Kilani Avenue  
Wahiaiwā, Hawai'i 96786  
(808) 534-6200

**WAI'ANAЕ (Kapolei Court Complex)**

District Court, Wai'anae Division  
4675 Kapolei Parkway  
Kapolei, Hawai'i 96707  
(808) 954-8575



If you require an accommodation for a disability when working with a court program, service, or activity, please contact the Disability Accommodations Coordinator at (808) 538-5121, FAX: (808) 538-5233, TTY: (808) 539-4853, at least ten (10) working days before your proceeding, hearing, or appointment date.

SBL OAHU/Honolulu black .017 flexo IMB

..No Ink Area..

..No Ink Area..

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CITATION NO.: \_\_\_\_\_



PLACE STAMP HERE.  
POST OFFICE  
WILL NOT  
DELIVER WITHOUT  
PROPER POSTAGE.

DISTRICT COURT OF THE FIRST CIRCUIT  
TRAFFIC VIOLATIONS BUREAU  
1111 ALAKEA ST  
HONOLULU HI 96813-2801



- **READ** all instructions printed on the reverse side of the Notice of Traffic / Parking Infraction(s) (the Notice).
- **COMPLETE, SIGN, AND DATE** the Answer to Notice located on the tear-away flap of this envelope and detach it from the envelope. Be sure to write the citation number on your Answer to Notice. The citation number is located below the bar code on the Notice.
- **MAKE** a photocopy of all documents submitted for your personal records.
- **RETURN** your Answer to Notice, your copy of the Notice, any payment, and any written statement, using this preprinted envelope. Be sure to add proper postage and have the mailing postmarked no later than 21 calendar days from the date of the Notice.
- **JUVENILE OFFENDERS** under the age of 18 must have a parent or legal guardian co-sign all payments and written statements submitted to the court, and must be accompanied by a parent or legal guardian when appearing before the court.

**IMPORTANT INSTRUCTIONS — READ CAREFULLY**

**CREDIT / DEBIT CARD PAYMENT INFORMATION**

CREDIT / DEBIT CARD TYPE:  MasterCard  VISA

CREDIT / DEBIT CARD NUMBER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ EXP. DATE (MM/YYYYY): \_\_\_\_/\_\_\_\_

AMOUNT TO BE CHARGED TO THE ABOVE CARD: \$ \_\_\_\_\_ CVV \_\_\_\_

NAME (as shown on credit / debit card): \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PLEASE NOTE THAT A PORTAL ADMINISTRATIVE FEE WILL BE ASSESSED FOR FINANCIAL TRANSACTIONS.

..No Ink Area..

..No Ink Area..

**ANSWER TO NOTICE OF TRAFFIC / PARKING INFRACTION(S)**

LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ M.I.: \_\_\_\_\_

CITATION NO: \_\_\_\_\_ PARENT'S NAME (if juvenile): \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ MOBILE PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ BIRTH DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

OPERATOR LICENSE NO.: \_\_\_\_\_ STATE: \_\_\_\_\_ VEHICLE PLATE NO.: \_\_\_\_\_ STATE: \_\_\_\_\_

OPTION 1: I admit committing ( all /  the following (list HRS/ROH/HAR section number): \_\_\_\_\_ ) infraction(s) charged.  
My payment for the total of all monetary assessments and fees for the admitted infraction(s) is enclosed.

OPTION 2: I deny committing ( all /  the following (list HRS/ROH/HAR section number): \_\_\_\_\_ ) infraction(s) charged.  
 I request a hearing to contest the denied infraction(s) in person /  I have enclosed a written statement to contest the infraction(s).  
**DO NOT SUBMIT PAYMENT.**

OPTION 3: I admit committing ( all /  the following (list HRS/ROH/HAR section number): \_\_\_\_\_ ) infraction(s) charged,  
but wish to explain mitigating circumstances.  
 I request a hearing to explain the mitigating circumstances in person /  I have enclosed a written statement explaining the mitigating circumstances.  
**DO NOT SUBMIT PAYMENT.**

SIGNATURE: \_\_\_\_\_ PARENT'S SIGNATURE (if juvenile): \_\_\_\_\_

**FILL OUT THE REVERSE SIDE OF THIS FORM TO PAY BY CREDIT OR DEBIT CARD**

TEAR FROM THIS PERFORATION FIRST

GLUE LINE

GLUE LINE

PERF

PERF

State of Hawai'i - Notice of Parking Infraction(s) In the District Court of the First Circuit

CITATION NO. [Empty box]

COMPLAINT: The undersigned officer, on behalf of Plaintiff State of Hawai'i, states that he/she has reasonable grounds to believe and does believe that on the date, at the time, and under the conditions indicated, the vehicle identified below was unlawfully parked in violation of the section(s) of the Hawai'i Revised Statutes (HRS), the Revised Ordinances of Honolulu (ROH), and/or the Hawai'i Administrative Rules (HAR) noted.

VEHICLE INFORMATION table with columns: LICENSE PLATE/VIN, STATE, MAKE, MODEL, TYPE, COLOR, YEAR, COMPANION CITATION(S)/NOTICE(S) (list citation no.)

DETAILS REGARDING THE INFRACTION(S) CHARGED table with columns: DATE (Month / Day / Year), TIME, DISTRICT, BEAT, LOCATION OF INFRACTION(S), METER NO.

ISSUING OFFICER: If citing an Abandoned or Derelict Vehicle, note the circumstances below. Otherwise, completion of DIAGRAM and COMMENTS sections are optional.

DIAGRAM - Vehicle should be represented by a [Symbol]

OFFICER'S COMMENTS [Multiple empty lines]

COURT

FOLD

PARKING INFRACTION(S) COMMITTED & MONETARY ASSESSMENT(S) PAYABLE (INCLUDING FEES)

- ☐ HRS 290-12 (Abandoned / derelict) vehicle ..... \$160
☐ HRS 291-72 Parking for Electric Vehicles ..... \$60
☐ HRS 291-57(a)(1) No Display of Disabled Placard ..... \$260
ROH 10-1.2 Park Rules and Regulations
☐ (b)(5) Parking on Grass ..... \$35
☐ (g)(1) ( Operate / Park / Stand ) Motor Vehicle in Violation of Sign ..... \$35
☐ ROH 15-13.3 Parking Out of Stall ..... \$35
☐ ROH 15-13.5 ( Stand / Park ) Over 12" from Curb ..... \$35
☐ ROH 15-13.8 Abandoned Vehicle on Public Highway ..... \$160
ROH 15-14.1 ( Stop / Stand / Park ) Vehicle in Prohibited Place
☐ (a)(1) On Sidewalk ..... \$35
☐ (a)(2) ( In Front / Within 4' ) of Driveway ..... \$35
☐ (a)(3) Within Intersection ..... \$35
☐ (a)(4) Within 10' of Fire Hydrant ..... \$35
☐ (a)(5) On Crosswalk ..... \$35
☐ (a)(7) Within 30' of ( Flashing Beacon / Stop Sign ) ..... \$35
☐ ROH 15-14.5 Parking where Prohibited by Sign ..... \$35
☐ ROH 15-14.8 Parking in Tow-Away Zone ..... \$50
ROH 15-15.1 ( Stop / Stand / Park ) in Loading Zone
☐ (a) Passenger Curb Loading Zone; Over 3 minutes ..... \$50
☐ (b) Freight Curb Loading Zone; No Permit ..... \$50
☐ ROH 15-15.4 ( Stop / Stand / Park ) at Bus Stop ..... \$35
☐ ROH 15-16.3 Parking ( on School Grounds / in Public Parks) ..... \$50
ROH15-22.11 On-Street Meter & Parking Violations
☐ (a) Exceeding 4-Hour Limit at ( Honolulu Zoo Parking Lot / Mauka Side of Kalākaua Avenue) ..... \$35
☐ (b) Expired Meter ..... \$35
☐ (i) Parking in Tow Zone ..... \$50
☐ ROH 15-23.6 Off-Street Meter Violation ..... \$35
HRS 107-11 STATE PARKING RULES
☐ HAR 3-30-19(a) Expired Meter ..... \$40
☐ HAR 3-30-19(b) Unauthorized Parking Area ..... \$40
HRS 261-12 AIRPORT PARKING RULES
☐ HAR 19-15.1-8(a)(1) Prohibited Parking Area ..... \$35
☐ HAR 19-15.1-8(a)(3) Expired Meter ..... \$35
☐ HAR 19-15.1-8(a)(7) Unattended Vehicle ..... \$35
☐ HAR 19-15.1-9 Non-payment of Parking Fees ..... \$35

OTHER INFRACTION(S) NOT LISTED ABOVE

Table with 3 columns: SECTION, DESCRIPTION, \$

COMPLAINING OFFICER INFORMATION

Table with 2 columns: PRINT RANK, FIRST INITIAL, & LAST NAME / OFFICER'S SIGNATURE, ID NO. / DATE OF ISSUANCE

NOTE TO DEFENDANT: Please read the instructions on the reverse side carefully, then complete and return your Answer to this Notice (tear-away flap on the preprinted envelope), along with any payment or written statement in support of your Answer, within 21 calendar days from the date of this Notice, either by mail, in person, via the Internet, or by telephone. If you choose to mail an Answer, payment, or written statement, please use the preprinted envelope, seal the contents, affix postage, and be sure your mailing is postmarked within 21 calendar days from the date of this Notice. The Post Office will not deliver without proper postage. Please calculate the total amount due by adding the monetary assessments for each infraction.

COURT

TEAR FROM THIS PERFORATION FIRST

GLUE LINE

GLUE LINE

PERF

PERF

State of Hawai'i - Notice of Parking Infraction(s) In the District Court of the First Circuit

CITATION NO. [Empty box]

COMPLAINT: The undersigned officer, on behalf of Plaintiff State of Hawai'i, states that he/she has reasonable grounds to believe and does believe that on the date, at the time, and under the conditions indicated, the vehicle identified below was unlawfully parked in violation of the section(s) of the Hawai'i Revised Statutes (HRS), the Revised Ordinances of Honolulu (ROH), and/or the Hawai'i Administrative Rules (HAR) noted.

VEHICLE INFORMATION table with columns: LICENSE PLATE/VIN, STATE, MAKE, MODEL, TYPE, COLOR, YEAR, COMPANION CITATION(S)/NOTICE(S) (list citation no.)

DETAILS REGARDING THE INFRACTION(S) CHARGED table with columns: DATE (Month / Day / Year), TIME, DISTRICT, BEAT, LOCATION OF INFRACTION(S), METER NO.

ISSUING OFFICER: If citing an Abandoned or Derelict Vehicle, note the circumstances below. Otherwise, completion of DIAGRAM and COMMENTS sections are optional.

DIAGRAM - Vehicle should be represented by a [Symbol]

OFFICER'S COMMENTS [Large empty box]

DEFENDANT

FOLD

PARKING INFRACTION(S) COMMITTED & MONETARY ASSESSMENT(S) PAYABLE (INCLUDING FEES) list of violations and fees, OTHER INFRACTION(S) NOT LISTED ABOVE table, and COMPLAINING OFFICER INFORMATION table.

NOTE TO DEFENDANT: Please read the instructions on the reverse side carefully, then complete and return your Answer to this Notice (tear-away flap on the preprinted envelope), along with any payment or written statement in support of your Answer, within 21 calendar days from the date of this Notice, either by mail, in person, via the Internet, or by telephone.

DEFENDANT

TEAR FROM THIS PERFORATION FIRST

GLUE LINE

GLUE LINE

PERF

PERF

State of Hawai'i - Notice of Parking Infraction(s) In the District Court of the First Circuit

CITATION NO. [Empty box]

COMPLAINT: The undersigned officer, on behalf of Plaintiff State of Hawai'i, states that he/she has reasonable grounds to believe and does believe that on the date, at the time, and under the conditions indicated, the vehicle identified below was unlawfully parked in violation of the section(s) of the Hawai'i Revised Statutes (HRS), the Revised Ordinances of Honolulu (ROH), and/or the Hawai'i Administrative Rules (HAR) noted.

VEHICLE INFORMATION table with columns: LICENSE PLATE/VIN, STATE, MAKE, MODEL, TYPE, COLOR, YEAR, COMPANION CITATION(S)/NOTICE(S) (list citation no.)

DETAILS REGARDING THE INFRACTION(S) CHARGED table with columns: DATE (Month / Day / Year), TIME, DISTRICT, BEAT, LOCATION OF INFRACTION(S), METER NO.

ISSUING OFFICER: If citing an Abandoned or Derelict Vehicle, note the circumstances below. Otherwise, completion of DIAGRAM and COMMENTS sections are optional.

DIAGRAM - Vehicle should be represented by a [Symbol]

OFFICER'S COMMENTS [Large empty box]

OFFICER

FOLD

PARKING INFRACTION(S) COMMITTED & MONETARY ASSESSMENT(S) PAYABLE (INCLUDING FEES)

- ☐ HRS 290-12 (Abandoned / derelict) vehicle ..... \$160
☐ HRS 291-72 Parking for Electric Vehicles ..... \$60
☐ HRS 291-57(a)(1) No Display of Disabled Placard ..... \$260
ROH 10-1.2 Park Rules and Regulations
☐ (b)(5) Parking on Grass ..... \$35
☐ (g)(1) ( Operate / Park / Stand ) Motor Vehicle in Violation of Sign ..... \$35
☐ ROH 15-13.3 Parking Out of Stall ..... \$35
☐ ROH 15-13.5 ( Stand / Park ) Over 12" from Curb ..... \$35
☐ ROH 15-13.8 Abandoned Vehicle on Public Highway ..... \$160
ROH 15-14.1 ( Stop / Stand / Park ) Vehicle in Prohibited Place
☐ (a)(1) On Sidewalk ..... \$35
☐ (a)(2) ( In Front / Within 4' ) of Driveway ..... \$35
☐ (a)(3) Within Intersection ..... \$35
☐ (a)(4) Within 10' of Fire Hydrant ..... \$35
☐ (a)(5) On Crosswalk ..... \$35
☐ (a)(7) Within 30' of ( Flashing Beacon / Stop Sign ) ..... \$35
☐ ROH 15-14.5 Parking where Prohibited by Sign ..... \$35
☐ ROH 15-14.8 Parking in Tow-Away Zone ..... \$50
ROH 15-15.1 ( Stop / Stand / Park ) in Loading Zone
☐ (a) Passenger Curb Loading Zone; Over 3 minutes ..... \$50
☐ (b) Freight Curb Loading Zone; No Permit ..... \$50
☐ ROH 15-15.4 ( Stop / Stand / Park ) at Bus Stop ..... \$35
☐ ROH 15-16.3 Parking ( on School Grounds / in Public Parks) ..... \$50
ROH15-22.11 On-Street Meter & Parking Violations
☐ (a) Exceeding 4-Hour Limit at ( Honolulu Zoo Parking Lot / Mauka Side of Kalākaua Avenue) ..... \$35
☐ (b) Expired Meter ..... \$35
☐ (i) Parking in Tow Zone ..... \$50
☐ ROH 15-23.6 Off-Street Meter Violation ..... \$35
HRS 107-11 STATE PARKING RULES
☐ HAR 3-30-19(a) Expired Meter ..... \$40
☐ HAR 3-30-19(b) Unauthorized Parking Area ..... \$40
HRS 261-12 AIRPORT PARKING RULES
☐ HAR 19-15.1-8(a)(1) Prohibited Parking Area ..... \$35
☐ HAR 19-15.1-8(a)(3) Expired Meter ..... \$35
☐ HAR 19-15.1-8(a)(7) Unattended Vehicle ..... \$35
☐ HAR 19-15.1-9 Non-payment of Parking Fees ..... \$35

OTHER INFRACTION(S) NOT LISTED ABOVE

Table with columns: SECTION, DESCRIPTION, \$

COMPLAINING OFFICER INFORMATION

Table with columns: PRINT RANK, FIRST INITIAL, & LAST NAME, ID NO., OFFICER'S SIGNATURE, DATE OF ISSUANCE

NOTE TO DEFENDANT: Please read the instructions on the reverse side carefully, then complete and return your Answer to this Notice (tear-away flap on the preprinted envelope), along with any payment or written statement in support of your Answer, within 21 calendar days from the date of this Notice, either by mail, in person, via the Internet, or by telephone. If you choose to mail an Answer, payment, or written statement, please use the preprinted envelope, seal the contents, affix postage, and be sure your mailing is postmarked within 21 calendar days from the date of this Notice. The Post Office will not deliver without proper postage. Please calculate the total amount due by adding the monetary assessments for each infraction.

OFFICER

**State of Hawai'i - Notice of Parking Infraction(s)  
In the District Court of the First Circuit**

**IMPORTANT INSTRUCTIONS REGARDING YOUR  
NOTICE OF PARKING INFRACTION(S)**

This Notice of Parking Infraction(s) (Notice) charges you with committing one or more civil traffic (parking) infractions. **YOU MUST ANSWER THIS NOTICE WITHIN 21 CALENDAR DAYS FROM THE DATE OF THIS NOTICE by choosing Option 1, 2, or 3, below.** If you do not answer within 21 calendar days from the date of this Notice, the court will enter a default judgment against you for the total amount of monetary assessments and fees indicated on this Notice. If you fail to timely pay the default judgment, late fees and other costs will be assessed, your account may be referred to a collection agency, you may be charged for collection costs, and any state tax refund owed to you may be used to pay your obligations. The court may also order a registration stopper, preventing you from acquiring/renewing your motor vehicle registration, or from transferring title to the motor vehicle, until all obligations are paid in full. **YOU MUST TAKE ACTION WITHIN 21 CALENDAR DAYS FROM THE DATE OF THIS NOTICE TO AVOID ENTRY OF DEFAULT JUDGMENT AGAINST YOU.**

**OPTION 1: ADMIT & PAY**

If you admit committing the parking infraction(s), complete, sign, and date the Answer to Notice (tear-away flap on the preprinted envelope) and return it with the total amount due and your copy of this Notice. You may pay by mail (using the preprinted envelope), in person at any district court, via the Internet, or by telephone. A \$25 service fee will be charged for dishonored payments. **PLEASE NOTE THAT A PORTAL ADMINISTRATIVE FEE WILL BE ASSESSED FOR FINANCIAL TRANSACTIONS.**

- **By Mail** – Your Answer to Notice, payment, and copy of this Notice must be postmarked within 21 calendar days from the date of this Notice. **DO NOT SEND CASH.** Imprinted checks or money orders (U.S. dollars only, payable to "DISTRICT COURT") and credit or debit cards (MasterCard & VISA) are accepted.
- **In Person** – Pay at any district court statewide within 21 calendar days from the date of this Notice. Counter service hours for all district courts (except Hana) are 8:00 A.M. to 4:00 P.M. Monday through Friday. All district courts are closed on state holidays and weekends. Cash, imprinted checks and money orders (U.S. dollars only, payable to "DISTRICT COURT"), and credit or debit cards (MasterCard & VISA) are accepted.
- **Via Internet** – Pay via the Internet at <http://www.courts.state.hi.us> (Click on "Pay Fines") within 21 calendar days from the date of this Notice. Credit or debit cards (MasterCard & VISA) are accepted.
- **By Telephone** – Call 1-800-679-5949 within 21 calendar days from the date of this Notice. Credit or debit cards (MasterCard & VISA) are accepted.

**OPTION 2: DENY**

If you deny committing the parking infraction(s), you may either (1) request a hearing and appear in person to contest the infraction(s), or (2) submit a written statement explaining the grounds on which you contest the infraction(s). In either event, you must complete, sign, and date the Answer to Notice (tear-away flap on the preprinted envelope) and return your Answer to Notice, your copy of this Notice, and any written statement, within 21 calendar days from the date of this Notice, either by mail, using the preprinted envelope, or in person at any district court.

- **Contest In Person** – If you request a hearing to contest the infraction(s) in person, the court will notify you (or the registered owner of the vehicle) in writing of the date, time, and location of the hearing. You must appear at the hearing to explain the grounds on which you contest the infraction(s). If you want the issuing officer or any other witness present at the hearing, you must request a subpoena from the district court at least 10 days before the hearing

FOLD

date, have the subpoena served, and pay mileage/witness fees required to effectuate service. If you fail to appear at the hearing, the court may enter a default judgment against you for the total amount of monetary assessments and fees indicated on this Notice. **DO NOT SUBMIT PAYMENT WITH YOUR HEARING REQUEST.** You will be notified of the judge's decision after the hearing. If you disagree with the judge's decision, you may request a trial.

- **Contest By Written Statement** – If you submit a written statement explaining the grounds on which you contest the infraction(s), include your name, address, operator license number, citation number, and signature on the statement. When you submit a written statement with your Answer to Notice, no hearing will be scheduled. **DO NOT SUBMIT PAYMENT WITH YOUR WRITTEN STATEMENT.** You will be notified by mail of the judge's decision. If you disagree with the judge's decision, you may request a trial.

**OPTION 3: ADMIT BUT EXPLAIN MITIGATING CIRCUMSTANCES**

If you admit committing the parking infraction(s) but wish to explain mitigating circumstances, you may either (1) request a hearing and appear in person to explain mitigating circumstances, or (2) submit a written statement explaining the mitigating circumstances. In either event, you must complete, sign, and date the Answer to Notice (tear-away flap on the preprinted envelope) and return your Answer to Notice, your copy of this Notice, and any written statement, within 21 calendar days from the date of this Notice, either by mail, using the preprinted envelope, or in person at any district court.

- **Explain Mitigating Circumstances In Person** – If you request a hearing to explain mitigating circumstances in person, the court will notify you (or the registered owner of the vehicle) in writing of the date, time, and location of the hearing. If you fail to appear at the hearing, you must pay the total amount of monetary assessments and fees indicated on this Notice. **DO NOT SUBMIT PAYMENT WITH YOUR HEARING REQUEST.** You will be notified of the judge's decision after the hearing. **The judge's decision is FINAL and cannot be appealed.**
- **Explain Mitigating Circumstances By Written Statement** – If you submit a written statement explaining the grounds on which you contest the infraction(s), include your name, address, operator license number, citation number, and signature on the statement. When you submit a written statement with your Answer to Notice, no hearing will be scheduled. **DO NOT SUBMIT PAYMENT WITH YOUR WRITTEN STATEMENT.** You will be notified by mail of the judge's decision. **The judge's decision is FINAL and cannot be appealed.**

**IMPORTANT NOTE FOR JUVENILES UNDER AGE 18**

Your parent or legal guardian must accompany you when appearing before the court and must co-sign any payment or written statement submitted to the court.

**ADDRESSES FOR THE  
DISTRICT COURT OF THE FIRST CIRCUIT**

HONOLULU  
Traffic Violations Bureau  
1111 Alakea Street  
Honolulu, Hawai'i 96813  
(808) 538-5500

**'EWA**  
District Court, 'Ewa Division  
870 Fourth Street  
Pearl City, Hawai'i 96782  
(808) 534-6900

**KĀNE'OHE**  
District Court, Kāne'ohe Division  
45-939 Po'okela Street  
Kāne'ohe, Hawai'i 96744  
(808) 534-6300

**WAIHAWĀ**  
District Court, Waihawā Division  
1034 Kilani Avenue  
Waihawā, Hawai'i 96786  
(808) 534-6200

**WAI'ANAЕ (Kapolei Court Complex)**  
District Court, Wai'anae Division  
4675 Kapolei Parkway  
Kapolei, Hawai'i 96707  
(808) 954-8575



If you require an accommodation for a disability when working with a court program, service, or activity, please contact the Disability Accommodations Coordinator at (808) 538-5121, FAX: (808) 538-5233, TTY: (808) 539-4853, at least ten (10) working days before your proceeding, hearing, or appointment date.

BINDING STUB

TEAR FROM THIS PERFORATION FIRST

GLUE LINE

PERF

State of Hawai'i - Notice of Traffic Infraction(s) In the District Court of the First Circuit

CITATION NO.

COMPLAINT: The undersigned officer, on behalf of Plaintiff State of Hawai'i, declares under penalty of law that he/she has reasonable grounds to believe and does believe that on the date, at the time, and under the conditions indicated, the named defendant did commit the civil traffic infraction(s) noted below and that the same is correct to the best of his/her knowledge and belief.

DEFENDANT ID on Person Y N LAST NAME REGISTERED OWNER FIRST NAME MIDDLE INITIAL(S) ADDRESS CITY STATE ZIP CODE JUVENILE PROV. LIC. PARENT'S NAME OPERATOR LICENSE NO. STATE EXP. DATE DATE OF BIRTH HEIGHT WEIGHT ETHNICITY CDL SEX SSN-Last 4 digits CONTACT PHONE NUMBER(S) MILITARY SERVICE MILITARY ID EMPLOYER

VEHICLE INFORMATION LICENSE PLATE/VIN STATE HAZ MAT MAKE MODEL TYPE COLOR YEAR CMV

TRAFFIC INFRACTION(S) COMMITTED & MONETARY ASSESSMENT(S) PAYABLE (INCLUDING FEES)

- HRS 249-2 Delinquent Vehicle Tax; (exp. ) \$70
HRS 249-7(b) Vehicle License Plate (No / Obscured / Dirty) \$70
HRS 286-25 (No / Expired) Certificate of Inspection; (exp. ) \$70
HRS 286-47(3) No Certificate of Registration in Vehicle \$70
HRS 286-85 No Reconstruction Permit \$70
HRS 286-110(d) No Licensed Driver Present \$147
HRS 286-116(a) No driver's license / insurance card on person \$122
HRS 291-11.6 No Seat Belt \$102
HRS 291-21.5(a) Tinted Glaze Glass - Owner \$287
HRS 291C-32(a)(3)(A) Disregarding Red Signal \$97
HRS 291C-32(a)(3)(B) Prohibited Right Turn Against Red Signal \$97
HRS 291C-33(2) Pedestrian Obedience to Don't Walk or Upraised (Red) Palm \$130
HRS 291C-49(1) Unsafe Lane Change \$97
HRS 291C-63(b) Disregarding Stop Sign \$97
HRS 291C-73(c) Jaywalking \$130
HRS 291C-81(3) Prohibited Turn at Intersection \$97
HRS 291C-101 Basic Speed Rule \$157
HRS 291C-102(a)(1) Exceeding the Speed Limit
1-10 MPH Over Limit ( MPH over) \$
11-29 MPH Over Limit ( MPH over) \$
HRS 291C-137(a) Mobile Elec Device Prohibited \$297
HRS 291C-137(a) Mobile Elec Device Prohibited - School/Constr zone \$347
HRS 291C-137(c) Mobile Elec Device Prohibited (under 18yrs) \$257
HRS 291C-137(c) Mobile Elec Device Prohibited (under 18yrs) - School/Constr zone \$307
ROH 15-24.23 Pedestrian - Mobile Electronic Devices CRT

Table with 3 columns: SECTION, DESCRIPTION, \$

COURT

FACE 1

PERF AS SHOWN

BINDING STUB

GLUE LINE

PERF

DETAILS REGARDING THE INFRACTION(S) CHARGED

DATE (Month / Day / Year) TIME DISTRICT BEAT WEATHER ROAD TRAFFIC LIGHTING NO. OF OCCUPANTS: LOCATION OF VIOLATION VANTAGE POINT LANE OF TRAVEL SIGN(S) POSTED ACTUAL SPEED POSTED SPEED SPEED VIOLATION MEASURED BY COMPANION CITATION(S)/NOTICE(S) ACCIDENT REPORT NO. PROPERTY DAMAGE OFFICER'S OBSERVATIONS (optional) COMPLAINING OFFICER INFORMATION PRINT RANK, FIRST INITIAL, & LAST NAME ID NO. OFFICER'S SIGNATURE DATE OF ISSUANCE

DEFENDANT'S ACKNOWLEDGMENT: By signing below, I acknowledge service of this Notice. I understand that my signature is not an admission of responsibility.

X Defendant's Signature DEFENDANT REFUSES TO SIGN

NOTE TO DEFENDANT: Please read the instructions on the reverse side carefully, then complete and return your Answer to this Notice (tear-away flap on the preprinted envelope), along with any payment or written statement in support of your Answer, within 21 calendar days from the date of this Notice, either by mail, in person, via the Internet, or by telephone.

If you are a "PROVISIONAL LICENSE HOLDER" or if the word "COURT" is listed next to an infraction that you are charged with committing, you are hereby directed to appear before the District Court of the First Circuit on the date and at the time and location designated below (see reverse side for address) to answer the charge(s).

SUMMONS COURT LOCATION (see addresses on reverse side) HONOLULU KANE'OHE EWA WAHIAWA WAI'ANAЕ DATE TIME COURTROOM

1D-V-135 (10/17)

COURT

BINDING STUB

TEAR FROM THIS PERFORATION FIRST

GLUE LINE

PERF

State of Hawai'i - Notice of Traffic Infraction(s) In the District Court of the First Circuit

CITATION NO.

COMPLAINT: The undersigned officer, on behalf of Plaintiff State of Hawai'i, declares under penalty of law that he/she has reasonable grounds to believe and does believe that on the date, at the time, and under the conditions indicated, the named defendant did commit the civil traffic infraction(s) noted below and that the same is correct to the best of his/her knowledge and belief.

DEFENDANT ID on Person Y N LAST NAME REGISTERED OWNER FIRST NAME MIDDLE INITIAL(S) ADDRESS CITY STATE ZIP CODE JUVENILE PROV. LIC. PARENT'S NAME OPERATOR LICENSE NO. STATE EXP. DATE DATE OF BIRTH HEIGHT WEIGHT ETHNICITY CDL SEX SSN-Last 4 digits CONTACT PHONE NUMBER(S) MILITARY SERVICE MILITARY ID EMPLOYER

VEHICLE INFORMATION LICENSE PLATE/VIN STATE HAZ MAT MAKE MODEL TYPE COLOR YEAR CMV

TRAFFIC INFRACTION(S) COMMITTED & MONETARY ASSESSMENT(S) PAYABLE (INCLUDING FEES)

- HRS 249-2 Delinquent Vehicle Tax; (exp. ....) \$70
HRS 249-7(b) Vehicle License Plate (No / Obscured / Dirty) .....\$70
HRS 286-25 (No / Expired) Certificate of Inspection; (exp. ....) .....\$70
HRS 286-47(3) No Certificate of Registration in Vehicle .....\$70
HRS 286-85 No Reconstruction Permit .....\$70
HRS 286-110(d) No Licensed Driver Present .....\$147
HRS 286-116(a) No driver's license / insurance card on person .....\$122
HRS 291-11.6 No Seat Belt .....\$102
HRS 291-21.5(a) Tinted Glaze Glass - Owner .....\$287
HRS 291C-32(a)(3)(A) Disregarding Red Signal .....\$97
HRS 291C-32(a)(3)(B) Prohibited Right Turn Against Red Signal .....\$97
HRS 291C-33(2) Pedestrian Obedience to Don't Walk or Upraised (Red) Palm .....\$130
HRS 291C-49(1) Unsafe Lane Change .....\$97
HRS 291C-63(b) Disregarding Stop Sign .....\$97
HRS 291C-73(c) Jaywalking .....\$130
HRS 291C-81(3) Prohibited Turn at Intersection .....\$97
HRS 291C-101 Basic Speed Rule .....\$157
HRS 291C-102(a)(1) Exceeding the Speed Limit
1-10 MPH Over Limit ( MPH over) .....\$
11-29 MPH Over Limit ( MPH over) .....\$
HRS 291C-137(a) Mobile Elec Device Prohibited .....\$297
HRS 291C-137(a) Mobile Elec Device Prohibited - School/Constr zone .....\$347
HRS 291C-137(c) Mobile Elec Device Prohibited (under 18yrs) .....\$257
HRS 291C-137(c) Mobile Elec Device Prohibited (under 18yrs) - School/Constr zone .....\$307
ROH 15-24.23 Pedestrian - Mobile Electronic Devices ..... CRT

Table with 3 columns: SECTION, DESCRIPTION, \$

DEFENDANT

FACE 2

PERF AS SHOWN

BINDING STUB

GLUE LINE

PERF

DETAILS REGARDING THE INFRACTION(S) CHARGED

DATE (Month / Day / Year) TIME DISTRICT BEAT WEATHER ROAD TRAFFIC LIGHTING NO. OF OCCUPANTS: LOCATION OF VIOLATION VANTAGE POINT LANE OF TRAVEL SIGN(S) POSTED ACTUAL SPEED POSTED SPEED SPEED VIOLATION MEASURED BY COMPANION CITATION(S)/NOTICE(S) ACCIDENT REPORT NO. PROPERTY DAMAGE OFFICER'S OBSERVATIONS (optional) COMPLAINING OFFICER INFORMATION PRINT RANK, FIRST INITIAL, & LAST NAME ID NO. OFFICER'S SIGNATURE DATE OF ISSUANCE

DEFENDANT'S ACKNOWLEDGMENT: By signing below, I acknowledge service of this Notice. I understand that my signature is not an admission of responsibility.

X Defendant's Signature DEFENDANT REFUSES TO SIGN

NOTE TO DEFENDANT: Please read the instructions on the reverse side carefully, then complete and return your Answer to this Notice (tear-away flap on the preprinted envelope), along with any payment or written statement in support of your Answer, within 21 calendar days from the date of this Notice, either by mail, in person, via the Internet, or by telephone.

If you are a "PROVISIONAL LICENSE HOLDER" or if the word "COURT" is listed next to an infraction that you are charged with committing, you are hereby directed to appear before the District Court of the First Circuit on the date and at the time and location designated below (see reverse side for address) to answer the charge(s).

SUMMONS COURT LOCATION (see addresses on reverse side) HONOLULU KANE'OHE EWA WAHIAWA WAI'ANAЕ DATE TIME COURTROOM

1D-V-135 (10/17)

DEFENDANT

BINDING STUB

TEAR FROM THIS PERFORATION FIRST

GLUE LINE

PERF

State of Hawai'i - Notice of Traffic Infraction(s) In the District Court of the First Circuit

CITATION NO.

COMPLAINT: The undersigned officer, on behalf of Plaintiff State of Hawai'i, declares under penalty of law that he/she has reasonable grounds to believe and does believe that on the date, at the time, and under the conditions indicated, the named defendant did commit the civil traffic infraction(s) noted below and that the same is correct to the best of his/her knowledge and belief.

DEFENDANT ID on Person Y N LAST NAME REGISTERED OWNER FIRST NAME MIDDLE INITIAL(S) ADDRESS CITY STATE ZIP CODE JUVENILE PROV. LIC. PARENT'S NAME OPERATOR LICENSE NO. STATE EXP. DATE DATE OF BIRTH HEIGHT WEIGHT ETHNICITY CDL SEX SSN-Last 4 digits CONTACT PHONE NUMBER(S) MILITARY SERVICE MILITARY ID EMPLOYER

VEHICLE INFORMATION LICENSE PLATE/VIN STATE HAZ MAT MAKE MODEL TYPE COLOR YEAR CMV

TRAFFIC INFRACTION(S) COMMITTED & MONETARY ASSESSMENT(S) PAYABLE (INCLUDING FEES)

- HRS 249-2 Delinquent Vehicle Tax; (exp. ....) \$70
HRS 249-7(b) Vehicle License Plate (No / Obscured / Dirty) .....\$70
HRS 286-25 (No / Expired) Certificate of Inspection; (exp. ....) .....\$70
HRS 286-47(3) No Certificate of Registration in Vehicle .....\$70
HRS 286-85 No Reconstruction Permit .....\$70
HRS 286-110(d) No Licensed Driver Present .....\$147
HRS 286-116(a) No driver's license / insurance card on person .....\$122
HRS 291-11.6 No Seat Belt .....\$102
HRS 291-21.5(a) Tinted Glaze Glass - Owner .....\$287
HRS 291C-32(a)(3)(A) Disregarding Red Signal .....\$97
HRS 291C-32(a)(3)(B) Prohibited Right Turn Against Red Signal .....\$97
HRS 291C-33(2) Pedestrian Obedience to Don't Walk or Upraised (Red) Palm .....\$130
HRS 291C-49(1) Unsafe Lane Change .....\$97
HRS 291C-63(b) Disregarding Stop Sign .....\$97
HRS 291C-73(c) Jaywalking .....\$130
HRS 291C-81(3) Prohibited Turn at Intersection .....\$97
HRS 291C-101 Basic Speed Rule .....\$157
HRS 291C-102(a)(1) Exceeding the Speed Limit
1-10 MPH Over Limit ( MPH over) .....\$
11-29 MPH Over Limit ( MPH over) .....\$
HRS 291C-137(a) Mobile Elec Device Prohibited .....\$297
HRS 291C-137(a) Mobile Elec Device Prohibited - School/Constr zone .....\$347
HRS 291C-137(c) Mobile Elec Device Prohibited (under 18yrs) .....\$257
HRS 291C-137(c) Mobile Elec Device Prohibited (under 18yrs) - School/Constr zone .....\$307
ROH 15-24.23 Pedestrian - Mobile Electronic Devices ..... CRT

Table with 3 columns: SECTION, DESCRIPTION, \$

OFFICER

FACE 3

PERF AS SHOWN

BINDING STUB

GLUE LINE

PERF

DETAILS REGARDING THE INFRACTION(S) CHARGED

DATE (Month / Day / Year) TIME DISTRICT BEAT WEATHER ROAD TRAFFIC LIGHTING NO. OF OCCUPANTS: LOCATION OF VIOLATION VANTAGE POINT LANE OF TRAVEL SIGN(S) POSTED ACTUAL SPEED POSTED SPEED SPEED VIOLATION MEASURED BY I WAS CERTIFIED IN THE ABOVE DEVICE DEVICE/SPEEDOMETER WAS ACCURATE, TESTED, & WORKING PROPERLY COMPANION CITATION(S)/NOTICE(S) ACCIDENT INJURY ACCIDENT REPORT NO. PROPERTY DAMAGE OFFICER'S OBSERVATIONS (optional) COMPLAINING OFFICER INFORMATION PRINT RANK, FIRST INITIAL, & LAST NAME ID NO. OFFICER'S SIGNATURE DATE OF ISSUANCE

DEFENDANT'S ACKNOWLEDGMENT: By signing below, I acknowledge service of this Notice. I understand that my signature is not an admission of responsibility.

X Defendant's Signature DEFENDANT REFUSES TO SIGN

NOTE TO DEFENDANT: Please read the instructions on the reverse side carefully, then complete and return your Answer to this Notice (tear-away flap on the preprinted envelope), along with any payment or written statement in support of your Answer, within 21 calendar days from the date of this Notice, either by mail, in person, via the Internet, or by telephone. If you choose to mail an Answer, payment, or written statement, please use the preprinted envelope, seal the contents, affix postage, and be sure your mailing is postmarked within 21 calendar days from the date of this Notice. The Post Office will not deliver without proper postage. Please calculate the total amount due by adding the monetary assessments for each infraction.

If you are a "PROVISIONAL LICENSE HOLDER" or if the word "COURT" is listed next to an infraction that you are charged with committing, you are hereby directed to appear before the District Court of the First Circuit on the date and at the time and location designated below (see reverse side for address) to answer the charge(s). Failure to obey this Notice and Summons may result in a fine, imprisonment, arrest on other charges, and/or other penalties.

SUMMONS COURT LOCATION (see addresses on reverse side) HONOLULU KANE'OHE EWA WAHIAWA WAI'ANAЕ DATE TIME COURTROOM

1D-V-135 (10/17)

OFFICER

**State of Hawai'i - Notice of Traffic Infraction(s)  
In the District Court of the First Circuit**

**IMPORTANT INSTRUCTIONS REGARDING YOUR  
NOTICE OF TRAFFIC INFRACTION(S)**

This Notice of Traffic Infraction(s) (Notice) charges you with committing one or more civil traffic infractions. **IF YOU ARE A "PROVISIONAL LICENSE HOLDER" OR IF THE WORD "COURT" IS LISTED NEXT TO AN INFRACTION THAT YOU ARE CHARGED WITH COMMITTING, YOU MUST APPEAR BEFORE THE DISTRICT COURT OF THE FIRST CIRCUIT ON THE DATE AND AT THE TIME AND LOCATION DESIGNATED IN THE SUMMONS ON THE FRONT OF THIS NOTICE.** Failure to appear in court as summoned may result in your arrest for other offenses and/or imposition of other penalties, including fines, court costs, fees, and imprisonment.

**If you are charged with committing an infraction with a listed monetary assessment AND the Summons does not indicate any date and time that you are to appear in court, you must answer this Notice within 21 calendar days from the date of this Notice by choosing Option 1, 2, or 3, below.** If you do not answer within 21 calendar days from the date of this Notice, the court will enter a default judgment against you for the total amount of monetary assessments and fees indicated on this Notice. If you fail to timely pay the default judgment, late fees and other costs will be assessed, your account may be referred to a collection agency and you may be charged for collection costs, and any state tax refund owed to you may be used to pay your obligations. The court may also order a license stopper, preventing you from acquiring/renewing your driver's license until all obligations are paid in full. **YOU MUST TAKE ACTION WITHIN 21 CALENDAR DAYS FROM THE DATE OF THIS NOTICE TO AVOID ENTRY OF DEFAULT JUDGMENT AGAINST YOU.**

**OPTION 1: ADMIT & PAY**

If you admit committing the traffic infraction(s), complete, sign, and date the Answer to Notice (tear-away flap on the preprinted envelope) and return it with the total amount due and your copy of this Notice. You may pay by mail (using the preprinted envelope), in person at any district court, via the Internet, or by telephone. A \$25 service fee will be charged for dishonored payments. **PLEASE NOTE THAT A PORTAL ADMINISTRATIVE FEE WILL BE ASSESSED FOR FINANCIAL TRANSACTIONS.**

- **By Mail** - Your Answer to Notice, payment, and copy of this Notice must be postmarked within 21 calendar days from the date of this Notice. **DO NOT SEND CASH.** Imprinted checks or money orders (U.S. dollars only, payable to "DISTRICT COURT") and credit or debit cards (MasterCard & VISA) are accepted.
- **In Person** - Pay at any district court statewide within 21 calendar days from the date of this Notice. Counter service hours for all district courts (except Hana) are 8:00 A.M. to 4:00 P.M. Monday through Friday. All district courts are closed on state holidays and weekends. Cash, imprinted checks and money orders (U.S. dollars only, payable to "DISTRICT COURT"), and credit or debit cards (MasterCard & VISA) are accepted.
- **Via Internet** - Pay via the Internet at <http://www.courts.state.hi.us> (Click on "Pay Fines") within 21 calendar days from the date of this Notice. Credit or debit cards (MasterCard & VISA) are accepted.
- **By Telephone** - Call 1-800-679-5949 within 21 calendar days from the date of this Notice. Credit or debit cards (MasterCard & VISA) are accepted.

**OPTION 2: DENY**

If you deny committing the traffic infraction(s), you may either (1) request a hearing and appear in person to contest the infraction(s), or (2) submit a written statement explaining the grounds on which you contest the infraction(s). In either event, you must complete, sign, and date the Answer to Notice (tear-away flap on the preprinted envelope) and return your Answer to Notice, your copy of this Notice, and any written statement, within 21 calendar days from the date of this Notice, either by mail, using the preprinted envelope, or in person at any district court.

- **Contest in Person** - If you request a hearing to contest the infraction(s) in person, the court will notify you in writing of the date, time, and location of the hearing. You must appear at the hearing to explain the grounds on which you contest the infraction(s). If you want the issuing officer or any other witness present at the hearing, you must request a subpoena from the district

FOLD

court at least 10 days before the hearing date, have the subpoena served, and pay mileage/witness fees required to effectuate service. If you fail to appear at the hearing, the court may enter a default judgment against you for the total amount of monetary assessments and fees indicated on this Notice. **DO NOT SUBMIT PAYMENT WITH YOUR HEARING REQUEST.** You will be notified of the judge's decision after the hearing. If you disagree with the judge's decision, you may request a trial.

- **Contest By Written Statement** - If you submit a written statement explaining the grounds on which you contest the infraction(s), include your name, address, operator license number, citation number, and signature on the statement. When you submit a written statement with your Answer to Notice, no hearing will be scheduled. **DO NOT SUBMIT PAYMENT WITH YOUR WRITTEN STATEMENT.** You will be notified by mail of the judge's decision. If you disagree with the judge's decision, you may request a trial.

**OPTION 3: ADMIT BUT EXPLAIN MITIGATING CIRCUMSTANCES**

If you admit committing the traffic infraction(s) but wish to explain mitigating circumstances, you may either (1) request a hearing and appear in person to explain mitigating circumstances, or (2) submit a written statement explaining the mitigating circumstances. In either event, you must complete, sign and date the Answer to Notice (tear-away flap on the preprinted envelope) and return your Answer to Notice, your copy of this Notice, and any written statement, within 21 calendar days from the date of this Notice, either by mail, using the preprinted envelope, or in person at any district court.

- **Explain Mitigating Circumstances In Person** - If you request a hearing to explain mitigating circumstances in person, the court will notify you in writing of the date, time, and location of the hearing. If you fail to appear at the hearing, you must pay the total amount of monetary assessments and fees indicated on this Notice. **DO NOT SUBMIT PAYMENT WITH YOUR HEARING REQUEST.** You will be notified of the judge's decision after the hearing. **The judge's decision is FINAL and cannot be appealed.**
- **Explain Mitigating Circumstances By Written Statement** - If you submit a written statement explaining the grounds on which you contest the infraction(s), include your name, address, operator license number, citation number, and signature on the statement. When you submit a written statement with your Answer to Notice, no hearing will be scheduled. **DO NOT SUBMIT PAYMENT WITH YOUR WRITTEN STATEMENT.** You will be notified by mail of the judge's decision. **The judge's decision is FINAL and cannot be appealed.**

**IMPORTANT NOTE FOR JUVENILES UNDER AGE 18**

Your parent or legal guardian must accompany you when appearing before the court and must co-sign any payment or written statement submitted to the court.

**INFORMATION ABOUT YOUR PRIVACY**

Disclosure of the last four digits of your social security number (SSN) on this Notice is optional. The last four digits of your SSN will be used for identification purposes in administering state and federal driver's license and motor vehicle laws.

**ADDRESSES FOR THE  
DISTRICT COURT OF THE FIRST CIRCUIT**

**HONOLULU**

Traffic Violations Bureau  
1111 Alakea Street  
Honolulu, Hawai'i 96813  
(808) 538-5500

**'EWA**

District Court, 'Ewa Division  
870 Fourth Street  
Pearl City, Hawai'i 96782  
(808) 534-6900

**KĀNE'OHE**

District Court, Kāne'ohe Division  
45-939 Po'okela Street  
Kāne'ohe, Hawai'i 96744  
(808) 534-6300

**WAHIAWĀ**

District Court, Wahiawā Division  
1034 Kilani Avenue  
Wahiawā, Hawai'i 96786  
(808) 534-6200

**WAI'ANAE (Kapolei Court Complex)**

District Court, Wai'anae Division  
4675 Kapolei Parkway  
Kapolei, Hawai'i 96707  
(808) 954-8575



If you require an accommodation for a disability when working with a court program, service, or activity, please contact the Disability Accommodations Coordinator at (808) 538-5121, FAX: (808) 538-5233, TTY: (808) 539-4853, at least ten (10) working days before your proceeding, hearing, or appointment date.