

**The State of Hawaii
Judiciary**

Request for Quotations

HlePRO

J20287

**FABRICATING, PRINTING AND
DELIVERING COURT FILE FOLDER
COVERS FOR THE CIRCUIT, FAMILY
AND DISTRICT COURTS**

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

REQUEST FOR QUOTATION NO. J20287
The Judiciary, State of Hawaii

Request for Quotation for Fabricating, Printing, and Delivering Court File Folder Covers for the Circuit, Family and District Courts, will be received electronically only THROUGH THE STATE OF HAWAII ePROCUREMENT SYSTEM (HIePRO) at <https://hiepro.ehawaii.gov/welcome.html> up to and will be opened at the date and time indicated in HIePRO.

Quotes and Offer Forms 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 offers must be made on forms obtainable from the above HIePRO website and must be in accordance with the accompanying instructions.

Questions relating to this quote solicitation shall be directed to Ms. Tritia Cruz, in the Judiciary Contracts and Purchasing Office, at (808) 538-5805, Fax (808) 538-5802, or email Tritia.L.Cruz@courts.hawaii.gov. Technical questions about the solicitation may be directed to Ms. Patsy Nakamoto, Officer-In-Charge, at (808) 539-4303 or email Patsy.K.Nakamoto@courts.hawaii.gov.

SECTION ONE SPECIFICATIONS

1.1. SCOPE

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

1.2. DESCRIPTION OF WORK

1.2.1. FORM REQUIREMENTS

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

1. QUANTITY : Summary of File Folder Covers:

	Numbered Covers	Blank Covers	Back Covers
First Circuit - Honolulu	2,300	2,200	4,500
First Circuit - Kapolei	7,928	500	8,428
Second Circuit	2,133	925	925
Third Circuit - Hilo	9,565	400	9,965
Third Circuit - Kona	2,075	1,600	3,675
Fifth Circuit	1281	100	1381

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

2. FORM SPECIFICATIONS

Form Specifications			1CC Hon & Kapolei	2cc	3CC- Hilo	3CC - Kana	5CC
A	Number of Parts	front covers	10,228	2,133	9,565	2,075	1,281
		Back covers	12,928	925	9,965	3,675	1,381
B	Ink	Black Ink	ALL CASE TYPES/TITLES PRINTED IN BOLD				
C	Stock	Manila, 14 point (175 lb. Manila), No exceptions. Deviations not allowed Manila stock shall allow for manual typing and/or laser printing directly on the product and/or permanent affixing of self-adhesive labels. Any "water shed" type product is prohibited.					
D	Size	Folder size shall be 8 -3/4" by 13-5/8" to accommodate letter size documents					

E	Composition	Body copy on front and reverse side of the front covers shall be printed as per samples and shall be centered (excepting the -tabs on the "blank" covers and the tabs of the First Circuit civil folders)
F	<p>Copy & Numbering</p> <p>Copy to be printed on the file folders are as listed.</p> <p>Note: This copy (title) may differ from the samples.</p>	<p>CIRCUIT COURT, FIRST CIRCUIT</p> <hr/> <p>FAMILY COURT, FIRST CIRCUIT</p> <hr/> <p>CIRCUIT COURT, SECOND CIRCUIT</p> <hr/> <p>FAMILY COURT, SECOND CIRCUIT</p> <hr/> <p>DISTRICT COURT, SECOND CIRCUIT</p> <hr/> <p>CIRCUIT COURT, THIRD CIRCUIT - HILO DIVISION</p> <hr/> <p>FAMILY COURT, THIRD CIRCUIT - HILO DIVISION</p> <hr/> <p>CIRCUIT COURT, THIRD CIRCUIT - KONA DIVISION</p> <hr/> <p>FAMILY COURT, THIRD CIRCUIT - KONA DIVISION</p> <hr/> <p>CIRCUIT COURT, FIFTH CIRCUIT</p> <hr/> <p>FAMILY COURT, FIFTH CIRCUIT</p> <hr/> <p>DISTRICT COURT, FIFTH CIRCUIT</p> <hr/>
	All Circuits	There is no body copy on the back covers
	First Circuit Court - Honolulu and Kapolei	1. First Circuit Civil (CIV) covers only, a dash shall follow the last number of each sequence (e.g. CIV 20-1-0001-, CIV 20-1 -0002-)
	Second Circuit Court	
	Third Circuit Court	1. Third Circuit-Kana Division folders shall have a 'K' printed after the numbers on the tabs and the front copy. (Refer to samples).
	Fifth Circuit Court Fifth District Court	
G	TABS All Circuits	<ol style="list-style-type: none"> 1. Front cover shall have both side tab (long end) and bottom tabs (end tab) 2. "Blank covers" and First Circuit "CIV" numbered covers do <u>not</u> have a mylar overlay over the tabs. 3. Bottom tab (end tab) shall be two ply reinforced and as per sample. 4. Side and bottom tabs shall be printed on two sides with alpha and sequentially numbered prefixes as per samples. (See numbering specifications) 5. After being numbered (except where specified), tabs shall be reinforced with a mylar overlay in various colors according to the type of proceeding (alpha prefix) as specified in the following table.

		6. Tab for CG folder will be Lt. Green with Mylar for all circuits as quantity specifies.
	First Circuit Court	
	Second, Third-Hilo, Third-Kona & Fifth Circuits	1. Side tabs (long end) shall be 1/4 cut as per samples. All 1/4 cut tabs shall be positioned in the 4th tab position (i.e. 4th position being closest to the bottom or end tab.) 2. Third Circuit-Kona Division folders shall have a ' K ' printed after the numbers on the tabs and the front copy.
H	Reinforcement & Punching	1. Die cut at top of front cover and shall be sliced with wrap around tape reinforcing and two-hole punching. 2. Back cover to have top scored with two mylar reinforced slits punching on back cover.
I	Back Covers	1. Backs shall be cut to match the front covers in size, but allowing both the side and bottom tabs of the front covers to protrude for easy access. 2. Back cover to have top scored with two mylar reinforced slits punching on back cover.
j	Fasteners	For all back covers, a 2-inch single embedded fasteners shall be installed by the manufacturer. This prong shall be located approximately 1-1/2 inches below the scoring line on the inside of the back cover.

K. Horizontal Numbering on side tabs:

The numbering shall be horizontal on the body copy and on the side tab, and vertical on the bottom tab, as per samples. (Side Tab) CIV 20-1-0001

	C
	V
	2
	0
	-
	1
	-
	0
	0
	0
	1

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

L. Tab Colors

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

PROCEEDING ALPHA PREFIX	ALL CIRCUITS MYLAR COLOR
C	Lt. Green
CG (3rd Circuit-Hilo Only)	Lt. Green
CIV (First Circuit-Blanks)	NO MYLAR
CIV	Clear
ML	Clear
P	Pink
SP	Orange
SPP	Orange
FC-A	Amber
FC-AA	Lt. Blue
FC-AP	Lt. Lavender
FC-CR	Gray
FC-CU	Yellow
FC-D	Lt. Blue
FC-DA	Red
FC-G	Lt. Green
FC-M	Pink
FC-P	Purple
FC-S	Blue
FC-TPR	Yellow
UCCJEA	Red
FC-GV	Plain Manila - No Mylar (NEW CASE TYPE)
TR	Lt. Lavender
TR (blanks)	Lt. Lavender (NO MYLAR)
DC-CIV	Clear
DC-SC	Green
DC-TRO	Lt Blue

2: Third Circuit - Hilo

3CP	Light Green Overlay (New)
3CV	Clear Mylar Overlay (New)
3SPN	Orange (New)
DC-HILO	Green Mylar Overlay
D-PUN	Orange Mylar Overlay
FC-S	No Middle Number - Blue

3: Fifth Circuit

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

1.2-A: EXECUTION OF JOB ORDERS AND SHIPPING shall be addressed in the following sequence:

- 1st. Second Circuit Court
- 2nd. Third Circuit Court – Hilo
- 3rd. Third Circuit Court – Kona
- 4th. First Circuit Court
- 5th. First Circuit Court – Kapolei
- 6th. First Circuit Court – Honolulu

1.3 PROOFS AND SAMPLES

The proofs of the body copy and a sample of the folder to be fabricated must be approved by the following person before final runoff. Proposal shall include costs for new template design and proofs for covers identified as (New) & highlighted with shading:

<p>First Circuit & Land and Tax Appeal Court Patsy Nakamoto, Legal Documents First Circuit Court, Kaahumanu Hale 777 Punchbowl Street, 1st Floor Honolulu, Hawaii 96813-5093 Phone: 808-539-4303 Fax: 808-539-4314 email: Patsy.K.Nakamoto@courts.hawaii.gov</p>	<p>Third Circuit - Hilo Folders Ms. Jeri LaGuire, Legal Documents Third Circuit Court - Hilo 777 Kilauea Avenue Hilo, Hi 96720 Phone: 808-961-7400 Fax: 808-961-7493 email: Jeri.M.Laquire@courts.hawaii.gov</p>
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<p>First Circuit - Kapolei Court Ms. Alicia Danbara, Legal Documents First Circuit Court, Ronald TY Moon Complex 4675 Kapolei Parkway 1st Floor Kapolei, Hawaii 96707-3272 Phone: 808-954-8310 Fax: 808-954-8333 email: Alicia.M.Danbara@courts.hawaii.gov</p>	<p>Third Circuit, Kana Folders: Ms. Norine Lauro, Legal Documents Third Circuit Court - Kana 77-6399 Nalani Street Kailua, Kana, Hawaii 96750 Phone: 808-322-8750 Fax: 808-322-8730 email: Norine.C.Lauro@courts.hawaii.gov</p>
<p>Second Circuit Folders: Ms. Annette Perkett, Legal Documents Second Circuit Court, Hoapili Hale 2145 Main Street, 1st Flr Wailuku, Hawaii 96793-1679 Phone: 808-244/2752 Fax: 808-244-2932 email: Annette.L.Perkett@courts.hawaii.gov</p>	<p>Fifth Circuit Folders: Ms. Janis Ephan, Legal Documents Fifth Circuit Court 3970 Kaana Street Lihue, Hawaii 96766-1283 Phone: 808-482-2337 Fax: 808-482-2553 email: Janis.N.Ephan@courts.hawaii.gov</p>

1.3. DELIVERY

Delivery of the covers shall be made no later than December 31, 2019, or soonest thereafter, to the respective Circuits as listed:

<p>First Circuit - Honolulu Folders Ms. Patsy Nakamoto, Legal Documents First Circuit Court, Kaahumanu Hale 777 Punchbowl Street, 1st Floor Honolulu, Hawaii 96813-5093 Phone: 808-539-4308</p>	<p>First Circuit - Kapolei Folders Ms. Alicia Danbara, Legal Documents First Circuit Family Ct, Kapolei Court Complex 4675 Kapolei Parkway, 1st Floor Kapolei, Hawaii 96707-3272 Phone: 808-954-8310</p>
<p>Third Circuit - Hilo Folders Ms. Jeri LaGuire, Legal Documents Third Circuit Court - Hilo 777 Kilauea Avenue Hilo, Hi 96720 Phone: 808-961-7400 Fax: 808-961-7493</p>	<p>Second Circuit Folders: Ms. Annette Perkett, Legal Documents Second Circuit Court, Hoapili Hale 2145 Main Street, Suite 106 (site specified within Suite 106) Wailuku, Hawaii 96793-1679 Phone: 808-244-2977/2752 Fax: 808-244-2932</p>
<p>Third Circuit, Kona Folders: Ms. Norine Lauro, Legal Documents Third Circuit it Court - Kona 77-6399 Nalani Street Kailua, Kona Hawaii 96750 Phone: 808-322-8750 Fax: 808-322-8730</p>	<p>Fifth Circuit Folders: Ms. Janis Ephan, Legal Documents Fifth Circuit Court 3970 Kaana Street Lihue, Hawaii 96766-1283 Phone: 808-482-2337 Fax: 808-482-2553</p>

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

Delivery to the First Circuit - Kapolei shall be to the loading zone of the Kapolei Court Complex (at the back of the Kapolei Court Complex) in an area within the building as designated by the Officer-In-Charge (inside delivery). The Contractor shall notify the Officer-in-Charge of the

estimated date of delivery of the file folders not less than five (5) working days prior to delivery and shall notify the Officer-in-Charge at least 4 hours prior to actual delivery of files folders.

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

1.4. PACKAGING

1. Front covers shall be boxed separately from back covers. All boxes shall be clearly marked with the appropriate Circuit, proceeding, and case number **from" _ to_"**
2. All file covers should be packaged in ascending numerical order, with no. 1 being the first cover.
3. All File Covers specified on the First Circuit Court Kapolei File Folders FY2020 Quantity and Specification Table shall be boxed separately from covers specified on the First Circuit Court Honolulu File Folders FY 2020 Quantity and Specification Table.
4. All Family Court File Covers (FC-AA, FC-CR, FC-DA, and FC-S) for the Third Circuit, Kana shall be boxed separately.

END OF SECTION

SECTION TWO SPECIAL PROVISIONS

2.1. SCOPE

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

2.2. OFFICER-IN-CHARGE

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

2.3. TERM OF CONTRACT

The Contractor shall enter into a contract to fabricate, print and deliver Court File Folder Covers for the Circuit, Family and District Courts. Such folders shall be delivered **no later than December 31, 2019 (or soonest thereafter)**. Failure to meet the delivery date of December 31, 2019 or as soonest thereafter will be subject to Liquidated Damages as stated in the Special Provisions.

2.4. OFFEROR QUALIFICATION

2.4.1. Experience.

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

2.4.2. References.

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

2.4.3. Local Representative.

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

2.5. OFFER PREPARATION

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

2.5.1 **Legal Name.**

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

2.5.2. Offer Price.

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

2.5.3. Proposal Guarantee.

A Proposal Guarantee is NOT required for this Bid Proposal.

2.5.4. Contract Bond.

A Contract Bond is not required for this project.

2.5.5. Tax Liability.

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

2.6. SUBMISSION OF PROPOSAL

Offerers shall submit their bid price through HlePRO by the designated date & time.

2.7. CONTRACT AWARD

2.7.1. Method of Award

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

2.7.2. Responsibility of Contractor

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

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

The 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 Certificate

The above certificate should be applied for and submitted to the Judiciary upon notification of intent to award. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirement

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

2.8. Joint Contractors

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

2.9. COPY

Copies of the existing file folders are attached. Samples were reduced to about 65% of actual size. It shall be the Offerer's responsibility to examine the file folders and further familiarize themselves with the amount and kind of work to be performed. No additional compensation will be made by reason of any misunderstanding or error regarding the file folders to be fabricated and printed or the amount and kind of work involved. Samples of the original file folders are available for inspection at the Financial Services Office, 777 Punchbowl Street, 1st Floor, Honolulu, Hawaii 96813

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

2.10. CONTRACT EXECUTION

Award notification shall be issued through HlePRO.

2.11. QUALITY OF PRODUCT

Work to be done shall be of a professional quality. Blank areas shall be clean and clear. Printing shall be legible, uniform in shade and shall have no inking irregularities. If the quality of the work is judged unsatisfactory by the Administrative Director of the Courts, it will be considered as non-performance of the contract.

2.12. MODIFICATIONS

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

2.13. QUANTITY

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

2.14 PACKAGING

1. Front covers shall be boxed separately from back covers. All boxes shall be clearly marked with the appropriate Circuit, proceeding, and case number from "_ to _".
2. All File Covers specified on the First Circuit Court Kapolei File Folders FY2019 Quantity and Specification Table shall be boxed separately from covers specified on the First Circuit Court Honolulu File Folders FY 2019 Quantity and Specification Table.
3. All file covers for the First and Second Circuit Courts should be packaged in ascending numerical sequence.
4. All Family Court file folder covers (FC-AA, FC-CR, FC-DA, FC-S, and FC-A, FC-AP, FC-G, FC-TPR, and UCCJEA) for the Third Circuit - Kona shall be boxed separately.

2.15 DELIVERY

The court file folder covers shall be delivered no later than December 31, 2019 or soon thereafter. The Total Bid Amount shall include any and all costs required to ensure delivery by the December 31, 2019 deadline (or soonest thereafter) and shall be based on shipment to each destination immediately upon completion of the order for any given destination-do not wait for a consolidated shipment. All covers shall be delivered to the appropriate Circuits as specified in the Delivery Section of the Specifications. TOTAL BID AMOUNT shall also include all costs to deliver the First Circuit folders into the basement storage area in an area designated by the Officer-In-Charge. Failure to meet the delivery date of December 31, 2019 or soonest thereafter will be subject to Liquidated Damages as stated in the Special Provisions.

2.16 INSPECTIONS

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

2.17 INVOICING AND PAYMENT

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

The Judiciary (1) FIRST CIRCUIT Mr. Paul Kaneshiro Fiscal Office 777 Punchbowl St. Honolulu, HI 96813 Phone: 808-539-4351	(1) Billings for: First Circuit Honolulu, & Land & Tax Appeal Court	The Judiciary (2) FIRST CIRCUIT Mr. Reid Iwamoto Fiscal Office 4675 Kapolei Parkway Kapolei, HI 96720 Phone: 808-954-8268	(2) Billing for: First Circuit Kapolei
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The Judiciary (3) SECOND CIRCUIT Mr. Paul Petro Fiscal Office 2145 Main Street Wailuku, HI 96793 - 1679 Phone: 808-244-2994	(3) Billings for: Second Circuit and District Court, Second Circuit	The Judiciary (4) THIRD CIRCUIT Mr. Colin Young Fiscal Office 777 Kilauea Avenue Hilo, HI 96720 Phone: 808 961-7417	(4) Billings for: Third Circuit - Hilo and Third Circuit - Kona Division
The Judiciary (5) FIFTH CIRCUIT Ms. Danette Wise Fiscal Office 3970 Kaana Street Lihue, HI 96766 -1283 Phone: 808-482-2305	(5) Billings for: Fifth Circuit and District Court, Fifth Circuit.		

2.18 OTHER SPECIAL PROVISIONS

2.18.1 Schedule of Payments

Payment shall be made to the Contractor at the contracted price upon certification by the Officer-in-Charge or his designee that the Contractor has satisfactorily performed the required services as evidenced by receipt of documents detailing performance of service and reported discrepancies and corrective action. For extra work approved by the Officer-in-Charge, a separate detailed invoice is required. Invoices shall contain a description of the work done, the amount and purchase order number authorizing the work.

Section 103-10, H.R.S. provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or performance of the services to make payment. For this reason, the Judiciary shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, H.R.S., as amended.

The Judiciary will not recognize any requirement established by the Contractor and communicated to the Judiciary after award of the contract, which requires payment within a shorter period or interest payment not in conformance with Statute. For this reason, the Judiciary will reject any bid submitted with a condition requiring payment within a shorter period.

2.18.2 Termination for Cause

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
4. Discontinues the prosecution of the work or services.

5. Otherwise breaches any term of the contract.
6. Become insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days,
8. Makes an assignment for the benefit of creditors.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.

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

2.18.3 Liquidated Damages

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages being difficult, if not impossible to ascertain, shall be estimated, agreed upon and fixed at the sum of TWENTY FIVE DOLLARS (\$25.00) for each and every calendar day the Contractor delays in completing any item of the contract after the required date of said completion. The total sum due for such delay shall be deducted from any payments due or to become due to the Contractor.

2.18.4 Interpretation of Provisions

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the Officer-in-Charge with the approval of the Financial Services Director, or the interpretation made by the Financial Services Director, shall govern and control. In addition, the parties hereto agree that said Financial Services Director, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

2.18.5 Conflicts and Variations

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

END OF SECTION

SECTION THREE - OFFER FORM

**TO FABRICATE, PRINT & DELIVER COURT FILE FOLDERS
FOR THE CIRCUIT, FAMILY AND DISTRICT COURTS
THE JUDICIARY, STATE OF HAWAII**

Offeror: _____

_____, 2019

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

Dear Financial Services Director:

The following offer is made to provide the goods and service indicated in the following proposal schedule to the Judiciary, State of Hawaii, at the location(s) required in the specifications, all according to the true intent and meaning of the specifications hereinafter contained.

The undersigned states that he has carefully read and understands the terms and conditions specified in the proposal, the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 by reference made a part hereof and available upon request, for this contract, and that the Financial Services 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 COURT FILE FOLDERS FOR THE CIRCUIT, FAMILY, AND DISTRICT COURTS, THE JUDICIARY, STATE OF HAWAII, in strict compliance with the Agreement, Specifications, Special Provisions, and General Conditions dated February 2001 by reference made a part hereof and available upon request, for the Total Bid Price of:

_____ Dollars(\$_____)

The undersigned represents: (Check one only)

- A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**
- A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture
- Other _____

If Offeror is a "dba" or a "division" of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Federal I.D. No. _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (**Hawaii street address**):

City, State, Zip Code: _____

Email Address: _____

Date: _____

Respectfully submitted,

Telephone No.: _____

(x) _____
Authorized Original Signature

Name and Title (Please Type or Print)

Email Address (required): _____

Fax No. _____

The following proposal is hereby submitted for all of the work listed below, to fabricate, print and deliver Court File Folders for the Circuit, Family and District Courts. All file folders shall be delivered no later than December 31, 2019 or soonest thereafter.

I. Bid Amount

Description		Quantity	Unit Cost per cover	Total Amount
First Circuit - Honolulu	Numbered Covers	2,300		
	Blank Covers	2,200		
	Back Covers	4,500		
First Circuit - Honolulu Total:		9,000		
First Circuit - Kapolei	Numbered Covers	7,928		
	Blank Covers	500		
	Back Covers	8,428		
First Circuit - Kapolei Total:		16,856		
Second Circuit-	Numbered Covers	2,133		
	Blank Covers	925		
	Back Covers	925		
Second Circuit - Maui Total:		3,983		
Third Circuit - Hilo	Numbered Covers	9,565		
	Blank Covers	400		
	Back Covers	9,965		
Third Circuit- Hilo Total:		19,930		
Third Circuit - Kona	Numbered Covers	2,075		
	Blank Covers	1,600		
	Back covers	3,675		
Third Circuit - Kona Total:		7,350		
Fifth Circuit	Numbered Covers	1,281		
	Blank Covers	100		
	Back Covers	1,381		
Fifth Circuit Court Total:		2,762		
**Total Bid Amount (Total amount should agree with bid price on page 1 of Bid Proposal) ENTER THIS AMOUNT INTO HIEPRO FOR OFFER				

** Total shall include all applicable taxes and delivery charges to the area specified by the Officers-In-Charge and should agree with the Bid Amount shown OFFER FORM.

II. Additional Information

A. JOINT CONTRACTORS/SUBCONTRACTORS

The Offeror certifies that the following is a complete list of all contractors and subcontractors who will be engaged by the Offeror on the project to perform the nature and scope of work indicated. The Offeror further understands that only those joint contractors and subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Offeror with his own employees. If no joint contractor or subcontractor is listed, it shall be construed that all of the work shall be performed by the Offeror with his own employees.

Provide the complete firm name, address and phone number of the joint or subcontractor to fabricate, print and deliver court file folders.

Subcontractor Name	Address	Phone/Fax/Email

B. NAME OF AUTHORIZED LOCAL SALES/SERVICE REPRESENTATIVE

Company Name	Address	Phone/Fax/email

C. REFERENCES

FAILURE TO COMPLETE ANY OF THE FOLLOWING ITEMS MAY RESULT IN THE DISQUALIFICATION OF THE SUBMITTED BID.

Names and addresses of companies, other than the Judiciary, for which the undersigned has furnished file folders and performed or is currently performing services that are similar in nature and/or volume to services specified in the attached specifications. Refer to References section, of the enclosed Bid Proposal.

Company/Agency & Contact	Address	Phone/Fax/email

THIRD CIRCUIT COURT HILO
FILE FOLDERS 2020

(7/08/2019)

PREFIX	REGULAR COVERS	START NO.	END NO.	BLANK COVERS	TAB COLOR	TAB POSITION
CP*	20			0	Lt Green	4TH
CG	20			0	Lt Green	4TH
CV*	500			0	Clear Mylar	4TH
CPC	1000			0	Yellow Mylar	4TH
ML	10			0	Clear	4TH
P	500			0	Pink	4TH
SP	75			0	Orange	4TH
SPN*	20			0	Orange	4TH
FC-A	50	20-1-0001	20-1-0050	0	Amber	4TH
FC-AA	10	20-1-0001	20-1-0010	0	Lt Blue	4TH
FC-AP	10	20-1-0001	20-1-0010	0	Lt Lavender	4TH
FC-CR	1000			0	Gray	4TH
FC-CU	10	20-1-0001	20-1-0010	0	Yellow	4TH
FC-D	400	20-1-0001	20-1-0400	0	Lt Blue	4TH
FC-DA	1000	20-1-0001	20-1-1000	200	Red	4TH
FC-G	75	20-1-0001	20-1-0075	0	Lt Green	4TH
FC-M	150	20-1-0001	20-1-0150	100	Lt Lavender	4TH
FC-P	300	20-1-0001	20-1-0300	0	Purple	4TH
FC-S**	150	20-0001	20-0150	0	Blue	4TH
FC-TPR	5	20-1-0001	20-1-0005	0	Yellow	4TH
UCCJEA	10			0	Red	4TH
UIFS	50			0	Lt Blue	4TH
TR	50			0	Lt Lavender	4TH
DC-HILO****	2000	NO PRINTING ON TAB		0	Green	4TH

FC-GV	150	20-1-0001	20-1-0150	100	Plain-Manila	4TH
DC-PUNA***	2000	NO PRINTING ON TAB		0	Orange	4TH
TOTAL	9465 9565			400		
TOTAL BACKS	9465 9565			400		

PLEASE NOTE CHANGES/COMMENTS FROM 2019 ORDER:

FOR FILE TYPES WITH NO START/END NUMBER INDICATED - PRINT CASE PREFIX ON TAB (LEFT JUSTIFIED PLEASE)

*CP, CV, SPN: New Prefix for tabs.

**FC-S - NO MIDDLE NUMBER

***DC-HILO - TAB WITHOUT PREFIX - WITH GREEN MYLAR OVERLAY

***DC-PUNA - TAB WITHOUT PREFIX - WITH ORANGE MYLAR OVERLAY

FILE FOLDER ORDER FOR 2020 FOR THIRD CIRCUIT COURT - KONA DIVISION						
PREFIX	REGULAR COVERS QUANTITY	COLOR	START NUMBER	END NUMBER	BLANK COVERS	TAB POSITION
CRIMINAL	400	Yellow	No Numbers	See Sample	400	4th
CIRCUIT COURT BLANKS	50	Green	No Numbers	See Sample		4th
CIRCUIT COURT BLANKS	60	Orange	No Numbers	See Sample		4th
CIRCUIT COURT BLANKS	None	No Color	No Numbers	See Sample	400	4th-no mylar
FC-A	35	Yellow	20-1-0001K	20-1-0035K	None	4th
FC-AA	10	Blue	20-1-0001K	20-1-0010K	None	4th
FC-CRIMINAL	400	Gray	No Numbers	See Sample	400	4th
FC-CU	5	Yellow	20-1-0001K	20-1-0005K	None	4th
FC-D	300	Blue	20-1-0001K	20-1-0300K	None	4th
FC-DA	375	Red	20-1-0001K	20-1-0375K	None	4th
FC-G	40	Green	20-1-0001K	20-1-0040K	None	4th
FC-M	60	Pink	20-1-0001K	20-1-0060K	None	4th
FC-P	150	Purple	20-1-0001K	20-1-0150K	None	4th
FC-S	100	Blue	20-1-0001K	20-1-0100K	None	4th
UCCJEA	10	Red	20-1-0001K	20-1-0010K	None	4th
UIFS	50	Blue	20-1-0001K	20-1-0050K	None	4th
FAMILY COURT BLANKS	30	Pink	No Numbers	See Sample		4th
FAMILY COURT BLANKS	None	No Color	No Numbers	See Sample	400	4th-no mylar
Backs for each Folder with little holes on the top with two hold prongs	2,075	No Color			1,600	No Tab
TOTAL	2,075				1,600	

NOTES:

All covers: side tab at the 4th position

Blank Covers for Circuit Court and Family Court do not have a mylar overlay over the tabs. Blank Covers for CRIMINAL and FC-CRIMINAL shall have the appropriate body copy and no numbers on tabs but with appropriate mylar color.

Two punch holes on the top of file folders should be centered.

There are specific copy differences on each cover. Refer to Samples for specifics.

All Kona covers have a K printed after the number on the tabs and front copy.

Please see samples of each file covers.

FIFTH CIRCUIT COURT FILE FOLDERS FY 2020
Quantity and Specification Table

JUN - 4 2019

PREFIX	REG COVERS	START NO.	END NO.	BLANK COVERS	TAB POSITION
FC-A	31	20-1-0001	20-1-0031		4th
FC-AP	6	20-1-0001	20-1-0006		4th
FC-CU	6	20-1-0001	20-1-0006		4th
FC-D	301	20-1-0001	20-1-0301		4th
FC-DA	401	20-1-0001	20-1-0401		4th
FC-G	31	20-1-0001	20-1-0031		4th
FC-M	301	20-1-0001	20-1-0301		4th
FC-P	101	20-1-0001	20-1-0101		4th
FC BLANK	vs.				
FC BLANK	In the Interest of				4th
UCCJEA	11	20-1-0001	20-1-0011		4th
UIFS	16	20-1-0001	20-1-0016		4 TH
FC-S	76	20-0001	20-0076		4 th
CC BLANK				100	4 th
TOTAL	1281			100	

Notes: Back covers - 100

All files: Side tab is in the 4th position.

"Blanks" for a particular proceeding shall have the appropriate body copy, the appropriate alpha prefix and no numbers. No mylar.

There are specific copy differences on each cover. Refer to samples for specifics.

FC-S: file cover, Clear Mylar.

**FIRST CIRCUIT COURT, KAPOLEI COURT COMPLEX
FILE FOLDERS FY 2020
Quantity and Specification Table**

PREFIX	REG COVERS	START NO.	END NO.	BLANK COVERS	TAB POSITION
FC-A	251	20-1-6000	20-1-6250	100	1 ST
FC-AA	31	20-1-6000	20-1-6030	0	1ST
FC-AP	16	20-1-6000	20-1-6015	0	1ST
FC-CU	11	20-1-6000	20-1-6010	0	1ST
FC-D	2101	20-1-6000	20-1-8100	100	1ST
FC-DA**	3101	20-1-0000	20-1-3100	100	1ST
FC-G	401	20-1-6000	20-1-6400	0	1ST
FC-M	1001	20-1-6000	20-1-7000	0	1ST
FC-P	601	20-1-6000	20-1-6600	0	1ST
TPR	11	20-1-6000	20-1-6010	0	1ST
UCCJEA	101	20-1-6000	20-1-6100	0	1ST
UIFS	201	20-1-6000	20-1-6200	0	1ST
FC-GV	101	20-1-6000	20-1-6100	200	1ST
TOTAL	7928			500	

Notes:

- 1) Product card stock must be conducive for typewriting and/or laser printing directly on product and/or permanent affixing of self-adhesive labels. Any "water shed" product is prohibited.
- 2) Two (2) part set, front and back covers required for all files. Back covers to be packaged separately from front covers. Back covers must include 2-prong fastener attached to inside of back cover.
- 3) "Blanks" (refer to the quantity tables) do not have a mylar overlay over the tabs. "Blanks" for a particular proceeding shall have the appropriate body copy, the appropriate alpha prefix and no numbers.
- 4) There are specific copy differences on each cover. Refer to samples for specifics.
- 5) ** File Folder FC-DA ONLY: Start number for FC-DA file folder is 20-1-0000
- 6) All File Covers specified on from this quantity and specifications table shall be boxed and labeled separately from covers specified on the First Circuit Court Honolulu File Folders FY202020 Quantity and Specification Table.
- 7) Number of Back Covers: 8,428

FIRST CIRCUIT COURT HONOLULU FILE FOLDERS FY 2020
Quantity and Specification Table

PREFIX	REG COVERS	START NO.	END NO.	BLANK COVERS	TAB POSITION
C	0	0	0	50	4TH
CG	0	0	0	50	4TH
CIV	0	0	0	500	4TH
CR	0	0	0	0	
ML	0	0	0	100	4TH
P	0	0	0	100	4TH
SP	0	0	0	500	4TH
SPP	0	0	0	100	4TH
FC-A	51	20-1-0000	20-1-0050	0	4TH
FC-AA	11	20-1-0000	20-1-0010	0	4TH
FC-AP	11	20-1-0000	20-1-0010	0	4TH
FC-CR (-0000)	0	0	0	0	
FC-CR (-1000)	0	0	0	0	
FC-CU	0	0	0	0	
FC-D	1501	20-1-0000	20-1-1500	500	4TH
FC-G	26	20-1-0000	20-1-0025	0	4TH
FC-M	26	20-1-0000	20-1-0025	0	4TH
FC-P	501	20-1-0000	20-1-0500	100	4TH
LD	0	0	0	0	
TX	0	0	0	0	
UCCJEA	21	20-1-0000	20-1-0020	0	4TH
TR	0	0	0	100	4TH
UIFS	51	20-1-0000	20-1-0050	0	4TH
FC-GV	101	20-1-0000	20-1-0100	100	4TH
Total	2300			2200	

Notes: SEE PAGE 2 FOR SPECIFICATION HIGHLIGHTS.

1. Product card stock must be conducive for typewriting and/or laser printing directly on product and/or permanent affixing of self-adhesive labels. Any "water shed" product is prohibited.
2. Two (2) part set, front and back covers required for all files. Back covers to be packaged separately from front covers. Back covers shall include 2-prong fastener affixed on the inside of the back cover (see sample)
3. "Blanks" (refer to the quantity tables) do not have a mylar overlay over the tabs. "Blanks" for a particular proceeding shall have the appropriate body copy, the appropriate alpha prefix and no numbers.
4. **NEW CASE TYPE: FC-GV COLOR: PLAIN MANILA – NO MYLAR, NO COLOR**
5. Total back covers = 4,500