

INVITATION FOR BID

J14002

TO QUALIFY, PROCESS AND SCAN  
JUROR QUESTIONNAIRES  
FOR THE CIRCUIT COURTS  
THE JUDICIARY, STATE OF HAWAII

**NOTE:** If this solicitation document was downloaded through the internet, each interested person must register through email, providing contact information to the listed contact person in the Judiciary Contracts & Purchasing Office. Registration is essential for you to receive any addendums or other information for this solicitation. The Judiciary shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this solicitation if an offer is submitted from an incomplete solicitation document.

MARCH 2013

## NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document **provided**. You must register your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

### Registration or Request for Copy of Solicitation

Submit FAX or E-MAIL to: FAX No.: (808) 538-5802  
E-mail Address: [kathie.g.kim@courts.state.hi.us](mailto:kathie.g.kim@courts.state.hi.us)

### Provide the following information:

- Name of Company
- Telephone Number
- Solicitation Number
- Mailing Address
- FAX number
- Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided).
- Name of Contact Person
- E-mail Address

THE JUDICIARY, STATE OF HAWAII  
INVITATION FOR BID  
NO. J14002  
Competitive sealed bids  
TO QUALIFY, PROCESS AND SCAN  
JUROR QUESTIONNAIRES  
FOR THE CIRCUIT COURTS  
THE JUDICIARY, STATE OF HAWAII

Bids will be received up to and opened at 2:00 p.m. (HST) on April 18, 2013 at

The Judiciary  
Financial Services Division  
Kauikeaouli Hale  
1111 Alakea Street., 6<sup>th</sup> Floor  
Honolulu, HI 96813-2807

Offers received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our website (<http://www.courts.state.hi.us>) and must be accordance with the accompanying instructions. Questions relating to this solicitation may be directed to Eleanor Sonoda in the First Circuit Court. She may be contacted at telephone (808) 539-4372 or email at [Eleanor.E.Sonoda@courts.hawaii.gov](mailto:Eleanor.E.Sonoda@courts.hawaii.gov)

  
Janell Kim  
Financial Services Administrator

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## SECTION ONE – SPECIFICATIONS

### 1.1. SCOPE

Work included in this contract shall consist of qualification processing and scanning of returned Juror Questionnaires and preparation of an updated file of Qualified Jurors. The Contractor shall be responsible for all costs for labor, tools, equipment and other appurtenances necessary to provide such forms and services.

### 1.2. DESCRIPTION OF WORK

#### A. JUROR QUESTIONNAIRE PROCESSING

##### 1. Estimated Number of Returned Juror Questionnaires

Circuit	Quantity
First Judicial Circuit	76,500
Second Judicial Circuit	49,500
Third Judicial Circuit	63,000
Fifth Judicial Circuit	22,500
<b>Subtotal</b>	<b>211,500</b>

2. Contractor must handle up to 200,000 pieces of documents for qualification of jurors and data entry. The questionnaire responses will have a return address mailed to the contractor. The contractor will sort each returned questionnaire form by circuit. The contractor will scan information from each form to qualify jurors and update any necessary name and/or address changes on the qualified file. All non qualified juror questionnaires and questionnaires with attached documents, notes, and written request for an excuse are to be returned to each respective circuit for review. The circuits will review non qualified juror forms and return qualified jurors and PE to the contractor to data capture. These forms will be merged with all the qualified forms already held with the contractor. The Contractor will also create a separate file of permanently excused (PE) individuals.

3. The Contractor must check all returned questionnaires and return to the United States Post Office all incoming mail that are not returned questionnaires.

4. The questionnaires must be returned to the respective circuits after data entry is completed. The questionnaires are to be returned in bankers file boxes or comparable type boxes (provided by contractor).

5. Contractor will receive the updated Master file from either the Judiciary or directly from the mailing vendor via FTP secure transfer. The Contractor will update the name and/or address for a qualified individual if the documents indicates.

6. Contractor will process and transfer any individuals marked as permanently excused (PE) by the Judiciary from the Master file and place them on a separate file called the PE file and return a copy of the PE file to the Judiciary by March 2014.

7. Contractor will scan the images of the qualified individuals only and create a TIF image file.

8. Contractor will provide mutually agreeable media containing the scanned image of questionnaire for each qualified juror to the Judiciary along with the qualified file.

9. Individual jurors must be accessible through Juror Name and Participant No. on the image file.

#### B. QUALITY CONTROL

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

Juror Questionnaire: Every 1,000<sup>th</sup> Juror Questionnaire form shall be pulled and inspected for adherence to specifications described in the contract.

### 1.3. SUMMARY OF RESPONSIBILITIES

#### A. CONTRACTOR'S RESPONSIBILITIES

1. Qualification Processing, Scanning and updating of returned Juror Questionnaires.

2. The Contractor must provide to the Judiciary a count of the total records which include: the total scanned and qualified jurors, the total PE individuals, the total PE individuals, by circuits to each respective Circuit Court.

#### B. CLIENT'S RESPONSIBILITIES

1. Upon satisfactory delivery of qualification, processing and scanning of juror questionnaires and juror questionnaire images and PE file, process payment to Contractor in accordance to Special Provisions and General Conditions.

END OF SECTION

## SECTION TWO SPECIAL PROVISIONS

### 2.1. SCOPE

Work included in this contract shall consist of qualification processing and scanning of returned Juror Questionnaires. for the Circuit Courts. All work shall be performed in accordance with these Special Provisions, the attached Specifications and General Conditions and Procedural Requirements.

### 2.2. OFFICER-IN-CHARGE

Ms. Eleanor Sonoda, Jury Clerk Supervisor  
 First Circuit Court  
 777 Punchbowl Street  
 Honolulu, HI 96813 -5093 Telephone : 808 -539-4372  
 Email: Eleanor.E.Sonoda@courts.hawaii.gov

### 2.3. CONTRACT EXECUTION AND TERM OF CONTRACT

The Contractor shall enter into a contract for the qualification processing and scanning of returned Juror Questionnaires for the Circuit Courts. The Contract shall be enforceable only to the extent that funds have been certified and are available. The term of the contract shall be for a period of twelve (12) month, beginning on June 15, 2013 and ending on June 30, 2014, unless otherwise approved by the Administrative Director. The Contractor shall be given notice of award on or before June 15, 2013 to allow sufficient time to the Contractor to fabricate, print and mail out the juror questionnaires by the first week of August.

Further, by mutual agreement between the parties hereto, the contract may be extended on a term basis not to exceed a twelve (12) month extension at a time, for a period not to exceed two (2) additional twelve month periods. Total contract period shall not exceed thirty-six (36) months. Any extension to the contract is subject to the availability of funds, shall be in writing at least forty-five (45) days prior to contract expiration and shall not increase the unit pricing by more than 5% or as mutually agreed upon by both parties and following the same terms and conditions as specified herein. Contract must provide proof of costs (documentation) associated with the qualification processing and scanning of the returned questionnaires for any requested increase of more than 5%. A contract extension must be executed by the Contractor on less than twenty (20) days prior to the scheduled date of termination, otherwise the requirement must be rebid.

### 2.4. OFFEROR QUALIFICATION

- A. **Experience.** Offeror must have at a minimum three (3) consecutive years of experience in the processing, data entry and scanning of documents in the State of Hawaii. The Offeror must be capable of handling up to 200,000 pieces of mail.
- B. **References.** Offeror will list at least three (3) references, preferably in the State of Hawaii other than the Judiciary, for whom Offeror has performed printing that is similar in nature and/or volume to services specified herein, that will qualify Offeror to perform the project. The Judiciary reserves the right to contact the references provided, and the Judiciary reserves the right to reject the bid submitted by any offeror who has not performed printing that is similar in nature and volume to services

required in this bid or whose performance on other jobs for this type of service has been proven unsatisfactory.

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

## 2.5. OFFER PREPARATION

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

- A. **Legal Name.** Offeror is requested to submit its bid under its exact legal name as registered at the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.
- B. **Offer Price.** Offer price shall include all costs required to qualification processing and scanning of returned Juror Questionnaires for the circuit courts as outlined in these Specifications. All costs shall include any miscellaneous costs, Hawaii General Excise Tax, and any and all other costs incurred for this project.
- C. **Proposal Guarantee.** A Proposal Guarantee is NOT required for this Bid Proposal.
- D. **Contract Bond.** A Contract Bond is not required for this project.
- E. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET). If however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

## 2.6. SUBMISSION OF PROPOSAL

Offerors shall submit three (3) copies (1 original, 2 copies) of the Proposal Submission Packet. Completed proposals must be submitted no later than 2:00 p.m. HST on April 18, 2013, to:

The Judiciary, State of Hawaii  
 Financial Services Administrator  
 1111 Alakea Street, 6th Floor  
 Honolulu, HI 96813 -2807  
 Attention: Kathleen Kim

PROPOSALS RECEIVED AFTER THE ABOVE DATE AND TIME SPECIFIED SHALL NOT BE ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED

Offers on CD. As an option to submitting hard copies (orig. +2) of your entire offer packet, offers may be submitted on CD (3 copies of CD) in Adobe's pdf format along with hard copies of the Offer Form, all no later than the date and time indicated in the IFB.

Offers via electronic submittal. As another option to submitting hard copies of your offer packet, offers may be submitted no later than the date and time indicated in the IFB to the above Purchasing Specialist via Email or FAX.

Offeror bears responsibility for transmission. Offerors who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the purchasing agency and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit documents by electronic means, Offerors assume all risk that a purchasing agency's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

## 2.7. **CONTRACT AWARD**

### **A. Method of Award**

Award, if any, shall be made to the responsive and responsible Offeror submitting the lowest TOTAL BID AMOUNT to qualify, process and scan returned Juror Questionnaires for the Judiciary. Offeror must bid on all items to be considered for award.

### **B. Hawaii Compliance Express**

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

### **C. Timely Submission of Certificate**

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



## D. Final Payment Requirement

A Hawaii Compliance Certificate will be required for final payment. A copy of the form is also available at <http://www4.hawaii.gov/StateFormsFiles/form221.pdf>

## 2.8. Joint Contractors

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

## A. QUANTITY

Quantities are estimates and actual quantities may be more or less, however, should there be a need to increase or decrease the total quantity prior to the initial printing, the price per set shall be the same as or less that the quoted price. Price for quantities ordered thereafter during the remainder of the contract period may be negotiated with CONTRACTOR.

## 2.9. INSPECTIONS

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

## 2.10. 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.

<p>The Judiciary FIRST CIRCUIT Mr. Paul Kaneshiro Fiscal Office 777 Punchbowl St. Honolulu, HI 96813</p> <p>Phone: 808-539-4351</p>	<p>The Judiciary SECOND CIRCUIT Ms. Terri Gearon Fiscal Office 2145 Main Street Wailuku, HI 96793-1679 Phone: 808-244-2999</p>
<p>The Judiciary THIRD CIRCUIT Mr. Colin Young Fiscal Office 777 Kilauea Avenue Hilo, HI 96720</p> <p>Phone: 961-7417</p>	<p>The Judiciary FIFTH CIRCUIT Ms. Danette Wise Fiscal Office 3970 Kaana Street Lihue, HI 96766-1283</p> <p>Phone: 808-482-2305</p>

## A. 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.

## **2.11. OTHER SPECIAL PROVISIONS**

### **2.11.1. Termination for Cause**

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
4. Discontinues the prosecution of the work or services.
5. Otherwise breaches any term of the contract.
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods as are deemed necessary to complete the contract in an acceptable manner.

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

#### **2.11.2. Liquidated Damages**

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

#### **2.11.3. Interpretation of Provisions**

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

#### **2.11.4. Conflicts and Variations**

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

**END OF SECTION**

**SECTION THREE - OFFER FORM**  
**TO QUALIFY, PROCESS AND SCAN RETURNED JUROR QUESTIONNAIRES**  
**FOR THE CIRCUIT COURTS**  
**THE JUDICIARY, STATE OF HAWAII**

Offeror: \_\_\_\_\_

Honolulu, Hawaii

\_\_\_\_\_, 20\_\_\_\_\_

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

Dear Financial Services Administrator:

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

The undersigned states that he has carefully read and understands the terms and conditions specified in the proposal, the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 by reference made a part hereof and available upon request, for this contract, and that the Financial Services Administrator reserves the right to reject any or all bids and to waive any defects when in his opinion such rejection or waiver will be for the best interest of the Judiciary.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes to QUALIFY, PROCESS AND SCAN RETURNED JUROR QUESTIONNAIRES FOR THE CIRCUIT COURTS, THE JUDICIARY, STATE OF HAWAII, in strict compliance with the Agreement, Specifications, Special Provisions, and General Conditions dated February 2001 and Procedural Requirements dated May 2003 by reference made a part hereof and available upon request, for the Total Bid Price of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

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

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

State of incorporation \_\_\_\_\_

Offeror is:

- Sole Proprietor
- Partnership
- Corporation
- Joint Venture
- Other

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

Federal I.D. No. \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

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

City, State, Zip Code \_\_\_\_\_

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

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

Respectfully submitted,

Telephone No.: \_\_\_\_\_

(x) \_\_\_\_\_  
Authorized Original Signature

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Print)

The following proposal is hereby submitted for all of the work listed below, QUALIFY, PROCESS AND SCAN RETURNED JUROR QUESTIONNAIRES for the Circuit Courts.

**I. Juror Questionnaire**

A. Juror Questionnaire Forms

**QUALIFY, PROCESS AND SCAN RETURNED JUROR QUESTIONNAIRES**

Circuit	Quantity	Amount
First Judicial Circuit	76,500	
Second Judicial Circuit	49,500	
Third Judicial Circuit	63,000	
Fifth Judicial Circuit	22,500	
<b>Subtotal</b>	211,500	

Bid Quotation shall be for stated quantities. However, should there be a need to increase or decrease the total quantity, the price per set shall be that same as or less than the quoted price. Prices for quantities ordered thereafter during the remainder of the contract period may be negotiated with the Contractor.

\*\* Total Bid Amount should agree with the Bid Price specified on page 1 of the Bid Proposal and shall include all applicable TAXES.

**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

