

# REQUEST FOR PROPOSALS J16005

## TO PROVIDE STATEWIDE DRUG CONFIRMATION TESTING FOR 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 a Proposal is submitted from an incomplete solicitation document.

March 2015

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**REQUEST FOR PROPOSALS NO. J16005  
TO PROVIDE STATEWIDE DRUG CONFIRMATION TESTING  
FOR THE JUDICIARY**

The Judiciary, State of Hawaii, is requesting competitive sealed proposals from qualified applicants to provide Statewide Drug Confirmation Testing for the Judiciary. The contract term will be for two (2) years from July 1, 2015 through June 30, 2017. Contracts may be extended for two (2) additional years from July 1, 2017 through June 30, 2019, subject to appropriation and availability of funds, satisfactory performance of services by provider, and if deemed to be in the best interest of the Judiciary.

If interested in submitting a proposal, you may choose to submit your proposal 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 Proposal 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: [Kelly.Y.Kimura@courts.hawaii.gov](mailto:Kelly.Y.Kimura@courts.hawaii.gov)

Provide the following information:

Name of Company	•	Mailing Address	•	Name of Contact Person
Telephone Number	•	FAX number	•	E-mail Address
Solicitation Number	•	Fedex (or equivalent) account number , otherwise document will be sent by U.S. Postal Service first class mail		

Persons or organizations must submit three (3) sets (Original + 2 copies) of their completed proposals ( in hard copy, pdf format on CD, flash drive or email) and must be postmarked before midnight on April 20, 2015 Hawaii Standard Time and received no later than 10 days from the submittal deadline. Hand delivered proposals shall be received no later than 4:00 p.m., Hawaii Standard Time on April 20, 2015, at the following address:

**The Judiciary, State of Hawaii  
Financial Services Office  
Kauikeaouli Hale (District Court Building)  
1111 Alakea Street, 6th Floor  
Honolulu, Hi 96813-2807**

**Proposals postmarked or hand delivered after the above due date and times will not be considered and will be returned unopened to the applicant.**

The Request For Proposal (RFP) documents may be obtained from the above Financial Services Office, or from our Judiciary web site at: <http://www.courts.state.hi.us>, General Information, Doing Business with the Hawaii state Judiciary.

/s/ Janell Kim  
Janell Kim  
Financial Services Director



## Office of the Administrative Director – Financial Services Department

THE JUDICIARY • STATE OF HAWAII • 1111 ALAKEA STREET, 6TH FLOOR • HONOLULU, HAWAII 96813-2807  
TELEPHONE (808) 538-5800 • FAX (808) 538-5802

**Rodney A. Maile**  
ADMINISTRATIVE DIRECTOR

**Janell Kim**  
FINANCIAL SERVICES DIRECTOR

**Iris T. Murayama**  
DEPUTY ADMINISTRATIVE DIRECTOR

March 20, 2015

To: All Applicants

From: Janell Kim  
Financial Services Director

Subject: Request for Proposals No. J16005  
Provide Statewide Drug Confirmation Testing  
during the period July 1, 2015 through June 30, 2017

The Judiciary, State of Hawaii, is requesting competitive sealed proposals from qualified applicants to provide Statewide Drug Confirmation Testing during the period July 1, 2015 through June 30, 2017. The contract term will be for two (2) years, from July 1, 2015 through June 30, 2017. Contracts may be extended for two (2) additional years, from July 1, 2017 through June 30, 2019, subject to appropriation and availability of funds, satisfactory performance of services by provider, and if deemed to be in the best interest of the Judiciary.

This Request for Proposal is a two-step procurement process. The first phase is the technical proposal which requires proposers to complete a minimum of five confirmation tests. The second phase consists of the sealed priced Proposal. Attached is a packet of materials which outlines the requirements for proposal applications. It includes the service specifications, proposal form, and other information. This RFP is also available on our Judiciary web site at: <http://www.courts.state.hi.us>.

Persons or organizations must submit three (3) sets (Original + 2 copies) of their completed proposals and they **must be postmarked before midnight on April 20, 2015, or hand delivered by 4:00 p.m., Hawaii Standard Time**, to the following address:

The Judiciary, State of Hawaii  
Fiscal Office, Support Services Office  
Kauikeaouli Hale (District Court Building)  
1111 Alakea Street., 6th Floor  
Honolulu, HI 96813-2807

**Proposals postmarked or hand delivered after the above date and times will not be considered and will be returned unopened to the applicant.**

Proposal application and contract award procedures shall be in accordance with Chapter 103D, Hawaii Revised Statutes, as amended. The actual funding of the contract will be based on the proposal applications submitted by the applicants and the services required by the Judiciary. The Administrative Director of the Courts reserves the right and power to award the contract in any manner which he deems to be in the best interest of the Judiciary.

Please contact Jean Oshiro, telephone (808) 539-4510, fax, (808) 539-4559 or e-mail at: [Jean.T.Oshiro@courts.hawaii.gov](mailto:Jean.T.Oshiro@courts.hawaii.gov) for any questions relating to this solicitation. If you have any questions regarding this RFP. Contract questions may be directed to Kelly Kimura in the Contract & Purchasing Office at (808) 538-5805.

Janell M. Kim  
Financial Services Director

## **SECTION ONE - INTRODUCTION**

### **1.1 INTRODUCTION**

Scope of work consists of providing STATEWIDE DRUG CONFIRMATION TESTING FOR THE JUDICIARY. The Contractor shall provide testing for approximately 7,560 tests annually.

The Judiciary will contract with a Contractor capable of providing drug confirmation testing services for the period of July 1, 2015 through June 30, 2017, with the option to extend the contract for two (2) additional years from July 1, 2017 through June 30, 2019. The total contract period, including extensions, shall not exceed forty eight (48) months. Contracts extended beyond the initial contract period shall be subject to appropriation and the availability of funds, satisfactory performance of services by Contractor and if deemed in the best interest of the Judiciary.

The instructions for submitting a proposal are intended to assist qualified Contractors interested in preparing proposals to conduct the work described herein.

### **1.2. SIGNIFICANT DATES**

The significant dates for this project are as follows:

<b>PROPOSALS DUE:</b>	<b>BY APRIL 20, 2015, 4:00 p.m. HST</b>
<b>CONTRACT TO BE AWARDED:</b>	<b>JUNE 1, 2015</b>
<b>COMMENCEMENT OF WORK:</b>	<b>JULY 1, 2015</b>

## SECTION TWO SPECIFICATIONS

### 2.1. SCOPE

The work consists of providing STATEWIDE DRUG CONFIRMATION TESTING FOR THE JUDICIARY. The Contractor shall provide testing for a twenty four (24) month period, beginning July 1, 2015 through June 30, 2017.

### 2.2. TECHNICAL SPECIFICATIONS

- A. The Contractor shall perform all confirmatory testing by Gas Chromatography/Mass Spectrometry (GC/MS) and/or Liquid Chromatography/Tandem Mass Spectrometry (LC/MS/MS)
- B. The Contractor shall have the capability to conduct GC/MS or LC/MS/MS confirmations for the following and shall list the metabolites or forms of drugs as applicable, testing for each drug category:

- Alcohol (ETG)
- Amphetamines /Methamphetamines/MDA/MDEA/MDMA
- Barbiturates
- Benzodiazepines
- Cannabinoids
- Cocaine
- Lysergic Acid Diethylamide (LSD)
- Methadone
- Opiates
- Phencyclidine
- Steroids
- Spice/K2 (list compounds tested for)
- Inhalants

- C. The Contractor shall have the capability to perform incidental special tests and shall perform these tests only upon written request of the Judiciary:

Confirmatory testing for all of the above substances on oral fluids

Stereo-isomer differentiation (D&L Isomer) testing on methamphetamine positives

6-monoacetylmorphine (6-MAM) testing on opiate positives

- D. The Contractor shall utilize Limit of Quantitation Cutoffs for confirmatory reporting purposes and shall list those cutoffs in its proposal. Cutoffs higher than the Standard Cutoffs (NIDA ) shall not be acceptable. Reports shall include quantitation levels.

- E. The contractor shall include specimen validity tests on all specimen submitted for confirmation. Tests shall include but not be limited to checks for specific gravity, pH, creatinine, and nitrites/oxidants.
- F. The contractor shall have the capability to conduct drug screens for individual drugs upon request. Payment per drug screen shall be made according to a price list submitted by the Contractor on the drugs listed above. Cut off levels to be utilized shall be listed in the proposal.
- G. The Contractor shall be a laboratory certified by the United States Department of Health and Human Services (HHS)/Substance Abuse and Mental Health Services Administration (SAMHSA) and/or the College of American Pathologists- Forensic Urine Drug Testing laboratory (CAP-FUDT). Applicants shall submit verification of certification and most current review of the lab by all applicable certifying bodies.
- H. The Contractor shall provide secure storage for all positive samples received during the contract period for a minimum of 180 days after the date of report, unless notified in writing, by Judiciary, as to a longer period of storage. The Contractor shall make these samples available for transfer, maintaining chain of custody procedures, to another location, upon request of the Judiciary.

### 2.3. GENERAL SPECIFICATIONS

- A. Chain of Custody. Chain of custody procedures must be established by the contractor, including security for transportation of samples. All procedures must be detailed in the proposal.
- B. Supplies. The Contractor shall provide all required collection and transport supplies, including but not limited to leak proof specimen bottle and cap, chain of custody form with peel-off tamper evident security seal, leak-proof specimen pouch for specimen, shipping boxes/containers as applicable; and instructions and forms for reordering of supplies. A minimum quantity of 50 collection and transport supplies shall be required for each location of 25 or more specimens per month at the start of the contract. Subsequent monthly supplies will be determined by the respective Officer-In- Charge.
- C. Test Results. The Contractor shall submit via email or FAX a written report of results on test results within forty-eight (48) hours of sample receipt by the laboratory for screens and seventy-two (72) hours of sample receipt or request for confirmation for confirmations. The report shall be transmitted to designated Judiciary staff; such designation shall be determined upon set-up of accounts. Original hard copies of faxed results shall be mailed to the appropriate departments upon request.

The Contractor shall detail any web-based (internet) real time reports and data capability with description of security controls over such data.



- D. Expert Testimony. The Contractor shall provide expert testimony on initial screening and confirmation testing and procedures, if necessary, for a reasonable cost per hour, which shall be negotiated between the Contractor and the Departments of the Prosecuting Attorneys of each circuit. Projected costs for expert testimony – in person or by phone, and for litigation packets shall be included as a separate price quotes. The Judiciary will facilitate negotiations with the Departments of the Prosecuting Attorneys subsequent to the awarding of the contract.
- E. Storage of Specimen. Samples which test positive or specimen which cannot be tested due to unusual circumstances (i.e. interfering substances) shall be retained for 180 days from date of report and shall be made available for optional confirmatory testing to the probationer or his defense counsel, when authorized by the Judiciary. Upon receipts of such written requests issued by the Judiciary, the Contractor shall transfer a portion of the sample to a designated laboratory for independent testing. Chain of custody procedures shall be followed at all times. Any problems in transfer shall be reported to the authorizing Judiciary employee. If the specimens are not transferred as specified, the provision on liquidated damages will be applicable.
- F. Transport. The Contractor shall specify the method by which specimen shall be transported to the testing laboratory, i.e. U.S. Postal Service, express companies, etc., and shall provide samples of transport materials for examination. Transport materials and supplies shall be included in the pricing Proposal per drug. Specimen will originate from the islands of Oahu, Kauai, Maui, Molokai, Lanai and Hawaii.
- G. Office Location. Current pickup locations and estimated number of specimens (urine) per month to be transported are as follows:

Office Location	Contact Person	No. per month
<b>Island of Oahu - First Circuit Court</b>		
Adult Client Services Branch (ACSB) 777 Punchbowl Street Honolulu, Hi 96813	Jean Oshiro, Program Specialist Tel: 808-539-4510 Fax: 808-539-4559 email: <a href="mailto:Jean.T.Oshiro@courts.hawaii.gov">Jean.T.Oshiro@courts.hawaii.gov</a>	250
ACSB - Adult Services Branch 777 Punchbowl Street, 2 <sup>nd</sup> Floor Honolulu, Hi 96813	Glenn Komiyama Tel: 808-538-5950 Fax: 808-538-5905 email: <a href="mailto:Glenn.T.Komiyama@courts.hawaii.gov">Glenn.T.Komiyama@courts.hawaii.gov</a>	25
ACSB - ICSS 777 Punchbowl Street, 2 <sup>nd</sup> Floor Honolulu, Hi 96813	Cheryl Inouye Tel: 808-441-8941 Fax: 808-521-1773 email: <a href="mailto:Chery.E.Inouye@courts.hawaii.gov">Chery.E.Inouye@courts.hawaii.gov</a>	30

ACSB - Hawaii Drug Court Program 777 Punchbowl Street, 2 <sup>nd</sup> Floor Honolulu, Hi 96813	Janice Bennett Tel: 808-599-3700 Fax: 808-441-8939 email: <a href="mailto:Janice.S.Bennett@courts.hawaii.gov">Janice.S.Bennett@courts.hawaii.gov</a>	175
ACSB - 1111 Alakea Street, 2 <sup>nd</sup> Floor Honolulu, Hi 96813	Cynthia Matsunaga Tel: 808-538-5661 Fax: 808-538-5699 email: <a href="mailto:Cynthia.K.Matsunaga@courts.hawaii.gov">Cynthia.K.Matsunaga@courts.hawaii.gov</a>	3
Family Drug Court 345 Queen Street, # 302 Honolulu, Hi 96813	James Lutte Tel: 808-524-7382 Fax: 808-524-7391 email: <a href="mailto:James.J.Lutte@courts.hawaii.gov">James.J.Lutte@courts.hawaii.gov</a>	2
Juvenile Drug Court 777 Punchbowl Street, 2 <sup>nd</sup> Floor Honolulu, Hi 96813	Joel A. Tamayo Tel; 808-534-6588 Fax: 808-538-5798 email: <a href="mailto:Joel.A.Tamayo@courts.hawaii.gov">Joel.A.Tamayo@courts.hawaii.gov</a>	5
Girls Court Program 345 Queen Street, Suite 500 Honolulu, Hi 96813	Dayna Miyasaki Tel: 808-534-6152 Fax: 808-534-6161 email: <a href="mailto:Dayna.A.Miyasaki@courts.hawaii.gov">Dayna.A.Miyasaki@courts.hawaii.gov</a>	5
Juvenile Client Services Branch 777 Puchbowl Street, 2 <sup>nd</sup> Floor Honolulu, Hi 96813	Adriane Abe Tel: 808-539-4408 Fax: 808-539-4402 <a href="mailto:Adriane.C.Abe@courts.hawaii.gov">Adriane.C.Abe@courts.hawaii.gov</a>	to be determined
<b>Island of Maui - Second Circuit Court</b>		
ACSB - 2 <sup>nd</sup> Circuit Kahului Office Center 140 Ho'ohana Street, Suite 103 Kahului, HI 96732	Ernest Delima Tel: 808-442-3810 Fax: 808-442-3888 email: <a href="mailto:Ernest.K.Delima@courts.hawaii.gov">Ernest.K.Delima@courts.hawaii.gov</a>	25
Family Court Drug Court 2145 Main Street Wailuku, Hi 96793	Michelle Schroeder Tel: 808-244-2884 Fax: 808-244-2870 email: <a href="mailto:Michelle.A.Schroeder@courts.hawaii.gov">Michelle.A.Schroeder@courts.hawaii.gov</a>	3
<b>Island of Molokai-Second Circuit Court</b>	Sheri-Ann Daniels Tel: 808-244-2729 Fax: 808-244-2870 email: <a href="mailto:SheriAnn.P.Daniels@courts.hawaii.gov">SheriAnn.P.Daniels@courts.hawaii.gov</a>  Ernest Delima Tel: 808-442-3810 Fax: 808-442-3888 email: <a href="mailto:Ernest.K.Delima@courts.hawaii.gov">Ernest.K.Delima@courts.hawaii.gov</a>	to be determined
<b>Island of Lanai -Second Circuit Court</b>	Ernest Delima Tel: 808-442-3810 Fax: 808-442-3888 email: <a href="mailto:Ernest.K.Delima@courts.hawaii.gov">Ernest.K.Delima@courts.hawaii.gov</a>	to be determined
<b>Island of Hawaii - Third Circuit Court</b>		
ACSB- Hilo 777 Kilauea Avenue Hilo, Hi 96720	Christine Kefford Tel: 808-961-7600 Fax: 808-961-7676 email: <a href="mailto:Christine.M.Kefford@courts.hawaii.gov">Christine.M.Kefford@courts.hawaii.gov</a>	63

ACSB - Kamuela 65- 1230 Mamalahoa Highway, Suite B11 Kamuela, Hi 96743	Christine Kefford Tel: 808-961-7600 Fax: 808-961-7676 email: Christine.M.Kefford@courts.hawaii.gov	2
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ACSB- Kona 77-6399 Nalani St., Ste. 3A Kailua-Kona, Hi 96420	Christine Kefford Tel: 808-961-7600 Fax: 808-961-7676 email: Christine.M.Kefford@courts.hawaii.gov	15
Big Island Drug Court 81-940 Haleki'i Street Kealahou, Hi 96750	Grayson Hashida Tel: 808-443-2201 Fax: 808-443-2222 email: Grayson.K.Hashida@courts.hawaii.gov	12
<b>Island of Kauai - Fifth Circuit Court</b>		
ACSB 3970 Kaana Street, Suite 304 Lihue, Hi 96766-1283	Kimberly Foster Tel: 808-482-2430 Fax: 808-482-2652 email: Kimberly.K.Foster@courts.hawaii.gov	25
Kauai Drug Court 3970 Kaana Street, Suite 300 Lihue, Hi 96766	Joseph Savino Tel: 808-482-2362 Fax: 808-482-2554 email: Joseph.A.Savino@courts.hawaii.gov	10

- H. Estimated Confirmations. The estimated number of confirmations as specified in the REQUEST FOR PROPOSAL, shall be required per year. Drug screens will be incidental. Specimen will be generated from all islands – Oahu (First Circuit), Maui-Molokai and Lanai (Second Circuit), Hawaii (Third Circuit) and Kauai (Fifth Circuit). Judiciary shall be charged according to actual number of samples tested per month at unit Cost per Test specified in REQUEST FOR PROPOSAL. The Judiciary programs that require confirmation tests are listed and noted above in the Office Location section. However, not all Judiciary programs listed currently require confirmation tests. During the course of this contract, the Judiciary may designate additional Judiciary Programs for this contract and reserves the right to increase or decrease number of confirmations. The unit price per confirmation test shall remain the same for each program made a part of this Contract. Monthly billings shall be adjusted accordingly.
- I. Billing. The Judiciary shall be billed for screens and confirmations per drug at the unit cost per test specified in the Proposal. Supplies, transport and reporting costs shall be included in the billed per drug rate. The Judiciary reserves the right to increase or decrease the number of tests per month without change to the bid cost per test. The Contractor shall have the capability to establish billing accounts with various departments within the Judiciary and shall be able to provide billing information on the various accounts accordingly on a monthly basis. Additional costs in excess of the Total Proposal Amount shall be paid for by the Judiciary.

**END OF SECTION**

## **SECTION THREE SPECIAL PROVISIONS**

### **3.1. SCOPE**

The work consists or providing STATEWIDE DRUG CONFIRMATION TESTING FOR ADULT CLIENT SERVICES BRANCH OF THE JUDICIARY as required by the Judiciary, State of Hawaii. The Contractor shall be responsible for all costs of labor, tools, equipment and other appurtenances necessary to provide the services. All work shall be performed in accordance with these Special Provisions, the attached Specifications, the attached General Conditions and Procedural Requirements.

### **3.2. OFFICER-IN CHARGE**

Mr. Sidney Nakamoto, Adult Client Services Branch Administrator, acting either directly or through an authorized representative is designated Officer-In-Charge. Site representatives are noted in Section 2.3. Overall coordination for the RFP and the resulting contract will be provided by Ms. Jean Oshiro, Program Specialist, First Circuit Court. The telephone number at which she may be reached is (808) 539-4510, email: [Jean.T.Oshiro@courts.hawaii.gov](mailto:Jean.T.Oshiro@courts.hawaii.gov) or fax (808) 539-4559.

### **3.3. PROCUREMENT PROCEDURE**

This section describes the two step procurement process. In the first phase, each technical proposal will be reviewed and evaluated. Only those technical proposals found acceptable in the first phase will be considered in the Second Phase of the procurement process.

In the second phase, the sealed Priced Proposal, submitted by those Proposers qualified under the criteria set forth in phase one, will be opened upon completion of the evaluation of the technical proposal. The final selection and contract award will be made as detailed in the Contract Award section.

The Judiciary reserves the right to determine what is in the best interest of the Judiciary for purposes of reviewing Proposals submitted in response to this IFB. The Judiciary intends to conduct a comprehensive, fair and impartial evaluation of Proposals received in response to this procurement.

### **3.4. TECHNICAL PROPOSAL AND PRICED PROPOSAL DUE DATES**

The Technical Proposal and Priced Proposal are both due by 4:00 p.m. HST on April 20, 2015. The technical proposal and priced Proposal must be delivered by the deadline in separately sealed envelopes.

### **3.5. SUBMISSION OF PROPOSALS**

Proposers shall submit a minimum of five (5) confirmation test kits for the Technical Proposal and three (3) copies (1 original, 2 copies) of the Priced Proposal. Completed

proposals must be in separately sealed envelopes and postmarked before midnight on or submitted no later than 4:00 p.m. HST on April 20, 2015 to:

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

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

Proposals on CD or flash drive. As an option to submitting hard copies (orig. +2) of your entire Proposal packet, Proposals may be submitted on CD or flash drive (3 copies) in Adobe pdf format no later than the date and time indicated in the Significant Dates section of this RFP.

Proposals via electronic submittal. As another option to submitting hard copies of your Proposal packet, Proposals may be submitted no later than the date and time indicated in the Significant Dates section of this RFP to the above Purchasing Specialist via Email.

Proposer bears responsibility for transmission. Proposers 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, Proposers assume all risk that a purchasing agency's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

B. Phase One – Technical Proposal

1. All proposers who submit a Proposal will be required to complete a minimum of five (5) random confirmation tests. **The cost of the confirmation tests will be charged to the Judiciary.** The proposers will be required to:
  - Provide sample transport materials
  - Chain of custody forms
  - Conduct confirmation testing as requested
  - Allow and Coordinate limited web-based reporting system for specimen submitted

- Provide email and/or faxed report on submitted specimen to Jean Oshiro at 808-539-4510 email: Jean.T.Oshiro@courts.hawaii.gov
- Allow transfer of specimen to alternate laboratory for further testing if necessary.
- Billing format & information

2. Evaluation Criteria. The intent of this part is to standardize the Proposals and to allow for comparison in the logistics of the confirmation testing. The technical phase shall be evaluated as follows:

Evaluation Criteria	Score
Completeness & conformance to bid specifications	50
Efficiency and ease of utilizing transport methods and materials	10
Efficiency and speed of access to test results	10
Completeness of report format	10
Content and Ease of accessing and utilizing electronic/web based results reporting system	10
Security of data contained in computer based reporting system	5
Invoicing capabilities and ability to set up and maintain multiple testing and billing accounts	5
Total Score	100

The technical phase shall not contain any reference to costs or prices to allow evaluation strictly on the basis of technical merit. Failure to comply with this requirement shall be grounds for rejection of the Technical Proposal.

- C. Phase Two-Priced Proposal. Contractor shall complete and submit Proposal Form pages of the RFP. When completing the submission, the following shall be taken into consideration:

Evaluation of Priced Proposal. The sealed price Proposal submitted by the proposer receiving a minimum qualifying score will be opened upon the completion of the evaluation of the technical proposal.

### 3.6. PROPOSER QUALIFICATION

- a. Experience The Contractor shall be a laboratory certified by the United States Department of Health and Human Services (HHS)/Substance Abuse and Mental Health Services Administration (SAMHSA) to perform urine drug testing for federal agencies, and/or shall be a College of American Pathologists-Forensic Testing Laboratory (CAP-FUDT).
- b. Reference Proposer will list at least three references other than Judiciary, for whom proposer has performed services of a similar nature and volume of services specified herein, that will qualify proposer to perform the project. Judiciary reserves the right to contact references provided, and Judiciary reserves the right to reject bid submitted by any proposer whose performance on other jobs for this type of service has been proven unsatisfactory.
- c. Licensing Contractor shall submit copies of all licenses and accreditations required to conduct toxicology testing.

### 3.7. PROPOSAL PREPARATION

- a. Legal Name Contractor is requested to submit its proposal under its exact legal name as registered at the State of Hawaii, Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.
- b. Proposal Quotation Proposed prices shall include all costs to provide drug confirmation testing, transport of samples and delivery of written test results as detailed in the Specifications. Total Proposal Amount shall also include all applicable taxes and all expenses necessary to provide services during the duration of the contract. Work to be done under this contract is a taxable transaction and Contractor receiving award for this work will be required to pay the State of Hawaii General Excise tax.

PROPOSAL FORM Item - Expert Witness testimony may be required in extraordinary cases. In addition to providing proposed fees for Actual Court Time, Travel/Waiting Time, and Maximum Fee Per Day, please provide a description and fee schedule for other available services/procedures (e.g. depositions, telephone interview, teleconferencing, etc.) which may be considered in lieu of providing Expert Witness testimony in person. (Attach another sheet if more space needed.)

- c. Wage Certificate A Wage Certificate is NOT required for this Request for Proposal.
- d. 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, a Proposer is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Proposer shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.



### 3.8. CONTRACT AWARD

Award will be made to Proposer whose technical proposal is determined to be acceptable and qualified and the most advantageous to the Judiciary taking into consideration price and the evaluation factors set forth in the request for proposals. Proposer must bid on all items listed to be considered for award. Consideration will also be given to the reasonableness of unit prices for special tests and screens, the evaluation of the trial tests and efficiency of the results of the testing.

Successful Proposers receiving an award shall be required to enter into a formal written contract. No performance or payment bond is required for this contract.

The Judiciary reserves the right to reject any proposals and to waive any defects, when in the Division's opinion, such rejection or waiver is in the best interest of the Judiciary. Components of Proposal Form are:

- A. Estimated No. of confirmation tests per year is 7,560 (statewide)
- B. Cost per confirmation test

Prior to awarding the contract, the Judiciary will require certification of General Liability insurance coverage, and a current Tax Clearance Certificate, Certificate of Compliance and Certificate in Good Standing.

- A. Requirement for Award. To be eligible for award, the successful proposer 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, Certificate in Good Standing 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.

#### **B. 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.

### **C. Final Payment Requirements**

In addition to a tax clearance certificate, an original CERTIFICATE OF GOOD STANDING for FINAL PAYMENT (SPO Form 22) will be required for final payment. A copy of the form is also available at <http://www4.hawaii.gov/StateFormsFiles/form221.pdf>

### **D. Insurance**

Proposers shall provide insurance information as requested on PROPOSAL FORM.

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 contract, successful proposer shall provide proof of coverage of insurance requirements set forth under this section.

### **3.9. CONTRACT EXECUTION AND EXTENSION**

Successful Proposer receiving the award shall be required to enter into a formal written contract for a period of twenty four (24) months commencing on July 1, 2015 through June 30, 2017. The contract shall be enforceable only to the extent that funds have been certified and are available of the purchase of the identified services. Unless terminated, and subject to availability of funds, the contract may be extended by the Judiciary for not more than two (2) additional twelve (12) month periods , past the initial period covered by this RFP. An extension may be made upon mutual agreement in writing at least thirty (30) days prior to expiration. The contract may be extended provided the compensation rate is lower, remains the same as the previous year's compensation rate, or is negotiated and mutually agreed upon by each party and shall not increase more than 5% of the unit price(s) and under the same terms and conditions specified herein.

If option to extend is mutually agreed upon, Contractor shall be required to execute an Amendment to Agreement. Any 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. All contract extensions are subject to the availability of funds.

The contract commencement date shall be specified in the Notice to Proceed. A proof of coverage of insurance requirements and all required certificates must be submitted prior to execution of the contract (if copy was not submitted with bid proposal). No work is to be undertaken by the Contractor prior to the commencement date. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to starting date.

The Judiciary or the Contractor may terminate the extended contract at any time upon thirty (30) days prior written notice.

### **3.10. SUBCONTRACTING**

The Contractor shall not delegate any duties listed in this RFP to a subcontractor unless given written approval by the Financial Services Administrator. The Judiciary reserves the right to approve subcontractors and to require the primary contractor to replace a subcontractor(s) found to be unacceptable. The primary contractor will be the sole point of contact with regard to contractual matters, including payment to any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary contractor performs them.

### **3.11. REMOVAL OF EMPLOYEES**

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

### **3.12. INSPECTIONS**

All testing and related procedures 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. The Officer-Charge may require additional information as necessary to maintain a record of the service rendered.

### **3.13. INVOICING AND PAYMENT**

The Judiciary shall be billed for confirmations, screen (only upon special request) and special tests per drug at the Unit Cost per test specified in the Proposal. Supplies and transport, and reporting costs shall be included in the billed per drug rate.

The Contractor may bill for cost of transport for rejected specimen for the following:

- A. No chain of custody form received with specimen
- B. No donor identification on chain of custody form
- C. No urine specimen received with chain of custody form
- D. quantity not sufficient for analysis,
- E. Requisition number on urine specimen does not match the requisition number on the chain of custody form

The Judiciary reserves the right to increase or decrease the number of tests per month without change to the unit cost per test. The Contractor shall have the capability to establish billing accounts with various departments within the Judiciary and shall be able to provide billing information on the various accounts accordingly on a monthly basis. Additional costs in excess of the Total Proposal Amount shall be paid for by the Judiciary.

Contractor shall submit separate invoices for work completed to each respective office (listed in Office Location section). Original and three copies of each invoice shall be sent to the appropriate office.

Monthly payments shall be made to the Contractor at the contracted price upon certification that the Contractor has satisfactorily performed the required services each month.

For tests conducted in excess of the monthly estimations, a separate detailed invoice is required. Invoice items shall be listed by type of test and shall specify the number of

tests completed and associated costs. All costs shall be at the specified unit cost per confirmation test, as listed on the Proposal.

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.

### **3.14. COMPLIANCE WITH LAWS**

Contractor shall observe, perform, and comply with all laws, statutes, ordinances, rules and regulations of the United States Government, the State of Hawaii, or any department or agency thereof.

Contractor shall further indemnify, save and hold harmless the Judiciary against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance, nonperformance or noncompliance with the said laws, statutes, ordinances, rules or regulations.

### **3.15. OTHER SPECIAL PROVISIONS**

#### **3.15.1. 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 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.

### **3.15.2. Liquidated Damages**

Failure to complete the services described in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages shall be fixed at the sum of FIFTY DOLLARS (\$50.00) 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. The total sum due for such delay, shall be deducted from any payments due or to become due to the Contractor or shall be billed to the Contractor. The Contractor is responsible for payment, to the Judiciary, of all liquidated damages assessed against the Contractor.

### **3.15.3. Rights and Remedies for Default**

In the event the Contractor fails, refuses or neglects to perform any of the services in accordance with the requirements of these Special Provisions and the Specifications herein, in addition to the recourses stated in the General Conditions, the Judiciary reserves the right to purchase in the open market, a corresponding quantity of services specified herein and to deduct from any moneys due or that may thereafter become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the Judiciary. In case any money due the contractor is insufficient for said purpose, the contractor shall pay the difference upon demand by the Judiciary. The Judiciary may also utilize all other remedies provided by law.

### **3.15.4. Cancellation of Solicitation and Rejection of Proposals**

The solicitation may be canceled or the Proposals may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in 3-122-95 through 3-122-97 HAR.

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

**END OF SECTION**