

# REQUEST FOR PROPOSALS J19205

## 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.

January 2019

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**REQUEST FOR PROPOSALS NO. J19205  
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, 2019 through June 30, 2021. Contracts may be extended for two (2) additional years from July 1, 2021 through June 30, 2023, 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: [Deepa.P.Sheehan@courts.hawaii.gov](mailto:Deepa.P.Sheehan@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 four (4) sets (Original + 3copies) of their completed proposals ( in hard copy, pdf format on CD or flash drive) and must be postmarked before midnight on February 22, 2019 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 February 22, 2019, at the following address:

**The Judiciary, State of Hawaii  
Financial Services Office  
Kauikaouli 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.

Terri Gearon  
Financial Services Director



**Office of the Administrative Director – Financial Services Department**

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

**Rodney A. Maile**  
ADMINISTRATIVE DIRECTOR

**Terri Gearon**  
FINANCIAL SERVICES DIRECTOR

**Brandon M. Kimura**  
DEPUTY ADMINISTRATIVE DIRECTOR

January 22, 2019

To: All Applicants

From: Terri Gearon  
Financial Services Director

Subject: Request for Proposals No. J19205  
Provide Statewide Drug Confirmation Testing  
during the period July 1, 2019 through June 30, 2021

The Judiciary, State of Hawaii, is requesting competitive sealed proposals from qualified applicants to provide Statewide Drug Confirmation Testing during the period July 1, 2019 through June 30, 2021. The contract term will be for two (2) years, from July 1, 2019 through June 30, 2021. Contracts may be extended for two (2) additional years, from July 1, 2021 through June 30, 2023, 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 four (4) sets (Original + 3copies) of their completed proposals and they **must be postmarked before midnight on February 22, 2019, or hand delivered by 4:00 p.m., Hawaii Standard Time**, to the following address:

The Judiciary, State of Hawaii  
Fiscal Services Department, Contracts & Purchasing  
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 Kathi Fujii, telephone (808) 539-4510, fax, (808) 539-4559 or e-mail at: [Kathi.K.Fujii@courts.hawaii.gov](mailto:Kathi.K.Fujii@courts.hawaii.gov). for any questions relating to this solicitation. If you have any questions regarding this RFP contract, questions may be directed to Deepa P. Sheehan in the Contract & Purchasing Office at (808) 538-5805.

Terri Gearon  
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, 2019 through June 30, 2021, with the option to extend the contract for two (2) additional years from July 1, 2021 through June 30, 2023. 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 FEBRUARY 22, 2019, 4:00 p.m. HST</b>
<b>CONTRACT TO BE AWARDED:</b>	<b>JUNE 1, 2019</b>
<b>COMMENCEMENT OF WORK:</b>	<b>JULY 1, 2019</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, 2019 through June 30, 2021.

### 2.2. TECHNICAL SPECIFICATIONS

- ☑ The Contractor shall perform all confirmatory testing by Gas Chromatography/Mass Spectrometry (GC/MS) and/or Liquid Chromatography/Tandem Mass Spectrometry (LC/MS/MS)
- ☑ 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
- ☑ 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
  - ☑ Monoacetylmorphine (6-MAM) testing on opiate positives
- ☑ 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.









basis. Additional costs in excess of the Total Proposal Amount shall be paid for by the Judiciary.

- J. Training. The Contractor shall be able to provide drug confirmation training to the Judiciary staff at the Contractor's cost when requested.

**END OF SECTION**



proposals must be in separately sealed envelopes and postmarked before midnight on or submitted no later than 4:00 p.m. HST on February 22, 2019 to:

The Judiciary, State of Hawaii  
 Financial Services Department, Contracts & Purchasing  
 1111 Alakea Street, 6th Floor  
 Honolulu, HI 96813 -2807  
 Attention: Deepa P. Sheehan

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. +3) of your entire Proposal packet, Proposals may be submitted on CD or flash drive (4 copies) in Adobe pdf format no later than the date and time indicated in the Significant Dates section of this RFP.

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 Kathi Fujii at 808-539-4510 email: Kathi.K.Fujii@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-FUFT).
- 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, 2019 through June 30, 2021. 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 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**

**SECTION FOUR PROPOSAL FORM**  
REQUEST FOR PROPOSAL J19205  
TO PROVIDE STATEWIDE DRUG CONFIRMATION TESTING  
FOR THE JUDICIARY  
THE JUDICIARY, STATE OF HAWAII

PROPOSER: \_\_\_\_\_

City & State \_\_\_\_\_

\_\_\_\_\_, 2019

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

Dear Financial Services Director:

The following proposal is made to provide the 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 proposal and the specifications 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 hereby proposes to PROVIDE STATEWIDE DRUG CONFIRMATION TESTING FOR ADULT CLIENT SERVICES BRANCH OF THE JUDICIARY, in strict compliance with the Agreement, Specifications, Special Provisions, General Conditions and Procedural Requirements attached hereto and made a part hereof for the Total Amount of:

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



The undersigned represents: **(Check  $\surd$ 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

Proposer is:       Sole Proprietor     Partnership     Corporation     Joint Venture

Other \_\_\_\_\_

If Proposer 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 (**street address**): \_\_\_\_\_

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

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

Respectfully submitted,

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

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

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

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

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

**TECHNICAL PROPOSAL**  
REQUEST FOR PROPOSAL J19205  
TO PROVIDE STATEWIDE DRUG CONFIRMATION TESTING FOR  
THE JUDICIARY  
THE JUDICIARY, STATE OF HAWAII

Name & Address of Laboratory

Contact:

Phone/FAX:

Email:

- I. Chain of Custody Procedure
- II. Specify/List Type of Screening Test(s) to be used
- III. Specify/List type of Confirmation and/or Specialty Test(s) to be used
- IV. List the limit(s) of quantitation for confirmatory testing
- V. Detail Procedures of validity testing if abnormalities are indicated
- VI. Provide verification of Certification(s) and current review of laboratory
- VII. All proposers who submit an offer 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 Kathi Fujii at [808-539-4559](tel:808-539-4559), email: [Kathi.K.Fujii@courts.hawaii.gov](mailto:Kathi.K.Fujii@courts.hawaii.gov)
  - Allow transfer of specimen to alternate laboratory for further testing if necessary.
  - Billing format & information

**PRICED PROPOSAL**  
**REQUEST FOR PROPOSAL J19205**  
**TO PROVIDE STATEWIDE DRUG CONFIRMATION TESTING FOR**  
**THE JUDICIARY**  
**THE JUDICIARY, STATE OF HAWAII**

The following proposal is hereby submitted for the twenty four (24) month period from July 1, 2019 to June 30, 2021.

I. Proposal prices

		Estimated # of Tests(A)	Estimated price (B)	Estimated Price ( A x B ) = ( C )
1	July 1, 2019 to June 30, 2020	7,560		
2	July 1, 2020 to June 30, 2021	7,660		
	Estimated Total Amount (C1 + C2)			

NOTE: Estimated price amounts shall include all applicable taxes and expenses (including all shipping and related transportation costs through delivery of results. TOTAL 24 MONTH AMOUNT should agree with Amount shown on page 1 of the Proposal. Be advised that all contracts are subject to the availability of funds. The Proposer must meet criteria of Phase I, Technical Proposal to be awarded the contract.

II. Supplemental/ Additional Costs & Fees

Screens & Special Tests	Cost of confirmation Test/unit [urine]	Cost of confirmation Test/unit [Oral/Fluid]	Cost of Drug Screen Test/unit
Alcohol (ETG)	\$	\$	\$
Amphetamines/Methamphetamines MDA/MDEA/MDMA	\$	\$	\$
Barbituates	\$	\$	\$
Benzodiazpines	\$	\$	\$
Cannabinoids	\$	\$	\$
Cocaine	\$	\$	\$
Fentanyl	\$	\$	\$
Lysergic Acid Diethylamide (LSD)	\$	\$	\$

Methadone	\$	\$	\$
Opiates	\$	\$	\$
Phencyclidine	\$	\$	\$
Steroids	\$	\$	\$
Spice/K2	\$	\$	\$
Special Stereo differentiation (D & L Isomer) 6 – MAM	\$	\$	
Monoacetylmorphine (6-MAM)	\$	\$	
Inhalants <b>(new requirement)</b>	\$	\$	\$

Proposed Expert Witness Fees & Rejected Specimen Fee

Rejected Specimen Fee ( if applicable)	\$
Actual Court Time (per hour)	\$ /hour
Travel/Waiting time (per hour)	\$ /hour
Maximum Fee Per Day (per day)	\$ /day
Litigation Packet	\$

III. Contractor Information

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

A. Laboratory & Contact Information

Laboratory Address	
Contact	Phone No.
email	Fax

B. Other proposed procedures in lieu of testimony in person:

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C. Joint Contractors/Subcontractors

The Proposer certifies that the following is a complete list of all contractors and subcontractors who will be engaged by the Proposer on the project to perform the nature and scope of work indicated. The Proposer 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 Proposer 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 Proposer with his own employees.

Provide the complete firm name, address and phone number of the joint or subcontractor.

Subcontractor Name	Address	Phone/Fax/email

D. References. Provide the names and addresses of companies other than the Judiciary or government agencies for which the undersigned has provided or is currently providing drug confirmation testing. Refer to the Qualification section, of the enclosed Special Provisions

Company Name &/or Contact Person	Address/Phone No./Fax/email

E. Copies of Accreditations and Licenses that qualify Proposer to conduct toxicology testing:

Attached                       Not attached

If copies are NOT attached, please explain why they have been omitted.

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F. Insurance coverage will be provided by the following provider/policy number. Refer to Insurance requirements section of the Special Provisions.

	Insurance Provider	Policy No.
General Liability		
Automobile		
Worker's Compensation		
Prepaid Health Care		
Unemployment Insurance: State of Hawaii I.D. No.		

G. By submitting this bid, our company acknowledges that we meet all of the requirements in this bid proposal (Special Provisions and Specifications), Chapter 329B, HRS and the Department of Health Administrative Rules, Title 11, Chapter 113, Regarding Substance Abuse Testing.

There are no exceptions

The following is our list of deficiencies:

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