

INVITATION FOR BID NO. J20002

TO PROVIDE STATEWIDE SAMPLE COLLECTION, INITIAL DRUG SCREENING & CONFIRMATION TESTING 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.

APRIL 2019

NOTICE TO OFFERORS

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 #: 808-538-5802

E-mail Address: 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 (document will be sent by U.S. Postal Service first class mail if this is not provided).

THE JUDICIARY, STATE OF HAWAII
INVITATION FOR BID
NO. J20002
Competitive sealed bids
TO PROVIDE STATEWIDE SAMPLE COLLECTION,
INITIAL DRUG SCREENING & CONFIRMATION TESTING
THE JUDICIARY, STATE OF HAWAII

Bids will be received up to and opened at 2:00 p.m. (HST) on April 16th, 2019 at:

The Judiciary
Financial Services Division
Kauikeaouli Hale
1111 Alakea Street, 6th 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 offers must be made on forms obtainable from our website (<http://www.courts.state.hi.us>) and must be in accordance with the accompanying instructions. Questions relating to this solicitation may be directed to Deepa P. Sheehan. She may be contacted at telephone (808) 538-5805 or email at Deepa.P.Sheehan@courts.hawaii.gov.



Terri Gearon
Financial Services Director

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General Conditions
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 Information on Taxes
 Application for Tax Clearance
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SECTION ONE SPECIFICATIONS

1.1 SCOPE

Work consists of providing STATEWIDE SAMPLE COLLECTION, INITIAL DRUG SCREENING AND CONFIRMATION TESTING the Judiciary, State of Hawaii. Contractor shall provide testing for the presence of each drug identified in the respective Panel which will be selected by The Judiciary.

Panel I:

a	Amphetamines/ Methamphetamine (MDA/MDMA)
b	Cocaine
c	Cannabinoid
d	Opiates
e	Phencyclidine

Panel II:

a	Amphetamines/ Methamphetamine (MDA/MDMA)
b	Barbituates
c	Benzodiazepines
d	Cocaine
e	Cannabinoid
f	Methadone
g	Methaqualone
h	Opiates
i	Phencyclidine
f	Propoxyphone

1.2. SAMPLE COLLECTION

Sample collection shall be conducted on all persons referred to Contractor by the JUDICIARY Courts of the First Circuit (Oahu), Second Circuit (Maui), Third Circuit (Hawaii), and Fifth Circuit (Kauai).

Collections shall be conducted by Contractor's personnel or by a Sub-contractor approved by Judiciary (and listed on this INVITATION FOR BID).

Sample collection of urine specimens shall be responsibility of Contractor. Sample collections shall be conducted at Contractor's (or approved Sub-Contractor's) testing facility and by their personnel. Detailed procedures for collection of sample must be established by Contractor to ensure that sample is not tampered with at time of collection. Procedures shall be submitted in writing and approved by Officer-in-Charge or their designee.

The estimated number of sample collections, as specified in the INVITATION FOR BID, are per year. However, the Judiciary shall be charged according to actual number of samples collected per month at the unit bid Cost per Test specified in INVITATION FOR BID. Judiciary reserves the right to increase or decrease number of collections without change to the unit bid cost per test. Monthly billings shall be adjusted accordingly. Initial drug screenings shall be conducted on all collected samples.

1.3. INITIAL DRUG SCREENING

Initial drug screening shall be provided for all the JUDICIARY, First Circuit (Oahu), Second Circuit (Maui), Third Circuit (Hawaii), and Fifth Circuit (Kauai). Scientifically accepted and valid initial screening tests on all samples utilizing the EMIT system, or a similar screening test which is acceptable to Officer-in-Charge and approved in writing prior to bid opening. All testing shall be performed by a company licensed and accredited in the State of Hawaii to conduct toxicology testing and all tests shall be conducted by trained and properly qualified drug test operators.

The estimated number of sample collections and initial drug screenings, specified in INVITATION FOR BID, shall be required per year. Judiciary shall be charged according to actual number of tests administered per month at Bid Cost per Test specified in INVITATION FOR BID. Judiciary reserves the right to increase or decrease number of tests per month without change to bid cost per test. Monthly billings shall be adjusted accordingly. Confirmation testing shall be conducted on all initial tests with positive results.

1.4. CONFIRMATION TESTING

Confirmation testing shall be provided for all circuits. Scientifically accepted and valid confirmation test results utilizing gas chromatography/mass spectrometry by a company licensed and accredited in the State of Hawaii to conduct toxicology testing.

The estimated number of positive confirmation tests, specified in INVITATION FOR BID, is required for the year. Judiciary shall be charged according to number of tests administered per month at the unit Bid Cost per Test specified in INVITATION FOR BID. Judiciary reserves the right to increase or decrease number of tests per month without change to unit bid cost per test. Monthly billings shall be adjusted accordingly. Contractor shall utilize the Limit of Quantitation Cutoffs for confirmation testing.

1.5. FACILITIES

Contractor shall make available sample collection facilities within close proximity of the Judiciary buildings and other locations on each island listed in these Bid Specifications. (Note: Collection of Molokai or Lanai samples, if any, may be arranged and negotiated by Judiciary with contractor on a case-by-case basis.) All substance abuse testing performed in the State shall be performed by a testing laboratory licensed by the Department of Health, State of Hawaii, for that purpose, or certified for substance abuse testing by the Substance Abuse and Mental Health Services Administration of the United States Department of Health and Human Services, and approved by the Director of The Department of Health, State of Hawaii.

Below is the minimum number of testing sites to be provided by Contractor:

TESTING LOCATIONS	MINIMUM NUMBER OF TESTING LOCATIONS
OAHU	
Honolulu * One Testing Location must be an after-hours site.	5
Central	1
Leeward	2
Windward	2
OAHU TOTAL	10
BIG ISLAND	
Hilo	1
Kona	1
Waimea	1
BIG ISLAND TOTAL	3
MAUI	
Kahului	1
Wailuku	1
MAUI TOTAL	2
KAUAI	
Lihue	1
KAUAI TOTAL	1
MOLOKAI	1

Failure of the contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the Judiciary to exercise any or all of the remedies provided in this contract for a default of the contractor.

Prior to execution of the contract, the successful offeror shall provide proof of coverage of insurance requirements set forth under this section.

2.8. CONTRACT EXECUTION AND EXTENSION

Successful Offeror receiving the award shall be required to enter into a formal written contract. The contract shall be enforceable only to the extent that funds have been certified and are available of the purchase of the identified services. If the option to extend for an additional period is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract. Any contract extension must be executed by the Contractor on less than thirty (30) days prior to the scheduled date of termination, otherwise the requirement must be rebid. 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. At the time of the extension, increases will be considered if the increase is for not more than 5% per test. Changes to the cost per test must be mutually agreed upon in writing and submitted with the request for contract extension. All contract extensions are subject to the availability of funds.

The contract commencement date shall be specified in the Notice to Proceed. A copy of a tax clearance certificate issued by the Hawaii State Department of Taxation and Internal Revenue Service must be submitted prior to execution of the contract (if copy was not submitted with bid offer).

The contract shall be enforceable only to the extent that funds have been certified and are available of the purchase of the identified services.

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.

At the time of the extension, the contract price for the extended period shall remain the same as the previous year's contract price unless adjusted as negotiated and mutually agreed upon.

2.9. SUBCONTRACTING

The Contractor shall not delegate any duties listed in this IFB to a subcontractor unless given written approval by the Financial Services Director. The Judiciary reserves the right to approve subcontractors and to require the primary contractor to replace a subcontractor(s) found to be unacceptable. Subcontractor's facilities, at which samples are collected, must be capable of taking payment for the primary contractor. 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.

2.10. REMOVAL OF CONTRACTOR'S EMPLOYEE

Contractor agrees to remove any of its employees from services rendered and to be rendered to Judiciary, upon request in writing by Officer-in-Charge.

2.11. INSPECTION

All procedures for sample collection, testing and related procedures shall be subject to inspection and approval by Officer-in-Charge or a representative of Judiciary so as to ascertain that services rendered are in accordance with requirements and intentions of the Specifications and Special Provision. They

may require additional information as necessary to maintain a record of service rendered.

2.12. INVOICING AND PAYMENT

Contractor shall submit separate invoices for work completed at each circuit.
Original and three copies of each invoice shall be sent to the appropriate addresses:

The Judiciary First Circuit Court Adriane Abe 4675 Kapolei Parkway Kapolei, Hawaii 96707	The Judiciary Second Circuit Court Paul Petro Fiscal Office 2145 Main Street Wailuku, Hawaii 96793-1679
The Judiciary Third Circuit Court Colin Young Fiscal Office 777 Kilauea Avenue Hilo, Hawaii 96720 -4212	The Judiciary Fifth Circuit Court Danette Wise Fiscal Office 3970 Kaana Street, # 205 Lihue, Hawaii 96766-1283

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.

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.

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.

2.13. 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.

2.14. OTHER SPECIAL PROVISIONS

2.14.1. 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. 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.
5. Discontinues the prosecution of the work or services.
6. Otherwise breaches any term of the contract.
7. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
8. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.
9. Makes an assignment for the benefit of creditors.
10. 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.

2.14.2. Termination for Lack of Funds

Pursuant to Section 103-39, Hawaii Revised Statutes, except in certain instances not contract entered into between the Judiciary and the Contractor shall be binding or of any force unless the Judiciary Fiscal and Support Services Administrator certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

If the contract calls for performance or payment in more than one fiscal year, the fiscal year being July 1 to June 30, the Judiciary Financial Services Administrator is permitted to certify only that portion of the total funds required for the contract that is available since funds may not be allocated to satisfy the Judiciary's obligations for periodic payments in future fiscal periods. In such an event, the Judiciary will not be obligated to pay the net remainder of the agreed to consecutive periodic payments remaining unpaid beyond the end of the then current fiscal year, and availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues. All contracts partially funded shall be enforceable only to the extent to which funds have been certified as available. The Judiciary agrees to notify the Contractor of such non-allocation at the earliest possible time.

2.14.3. 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.

2.14.4. 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.

2.14.5. Cancellation of Solicitation and Rejection of Offers

The solicitation may be canceled or the offers 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.

2.14.6. 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

**INVITATION FOR BID J20002
TO PROVIDE STATEWIDE SAMPLE COLLECTION
INITIAL DRUG SCREENING AND CONFIRMATION TESTING FOR
THE JUDICIARY, STATE OF HAWAII**

Financial Services Director
The Judiciary State of Hawaii
Kauikeaouli Hale
1111 Alakea Stree, 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 has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions; 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 submits the following offer to PROVIDE STATEWIDE SAMPLE COLLECTION, INITIAL DRUG SCREENING AND CONFIRMATION TESTING FOR THE JUDICIARY, STATE OF HAWAII all in accordance with the true intent and meaning thereof 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:

_____ (\$ _____)

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, is or shall be registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawaii

State of Incorporation _____

Offeror is:

- ☐ Sole Proprietor
- ☐ Partnership
- ☐ Corporation
- ☐ Joint Venture
- ☐ G 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 _____

Respectfully submitted,

(x) _____
Authorized Signature (Original)

Name and Title (Please Type or Print)

* _____
Exact Legal Name of Company (Offeror)

Date

Telephone No

E-mail Address

- I. The following offer for the twenty four (24) month period effective July 1, 2019 through June 30, 2021, as specified herein, is hereby submitted:

TYPE OF ACTION	EST # OF TESTS (A)	YEAR # 1 TEST COST (B)	YEAR # 1 BID AMT (C) $A \times B = C$	YEAR # 2 TEST COST (D)	YEAR # 2 BID AMT (E) $A \times D = E$	TTL BID AMT $C + E = (F)$
Collection Oahu	400					
Collection Maui	404					
Collection Hawaii	92					
Collection Kauai	To be determined					
Screening Panel I	418					
Screening Panel II	710					
Confirmation	405					
Additional cost test (if any) for:						
TOTAL BID AMOUNT						

NOTE: Bid amount shall include all applicable taxes and expenses (including all shipping and related transportation costs from sample pick up through delivery of hard copy results. TOTAL 20 month BID AMOUNT should agree with Bid amount shown on page 1 of the Bid Proposal. Be advised that all contracts are subject to the availability of funds.

II. Proposed Expert Witness Fees for Court Hearings

1	Actual Court Time (Per hour)	\$ /hour
2	Travel/Waiting Time (Per hour)	\$ /hour
3	Maximum Fee Per Day (per day)	\$ /day
4	Litigation packet	\$
5	Rejected specimen fee (if applicable)	\$

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:

C. 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.

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	CONTACT PERSON	ADDRESS	PHONE #	FAX #	EMAIL ADDRESS

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:

**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:
