

REQUEST FOR PROPOSALS

No. J20342

TO ESTABLISH A PRICELIST FOR ON-SITE DRUG TESTING KITS 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 an Offer is submitted from an incomplete solicitation document.

January 2020

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**REQUEST FOR PROPOSAL J20342
TO ESTABLISH A PRICELIST FOR ON-SITE DRUG TESTING KITS
FOR THE JUDICIARY**

The Judiciary, State of Hawaii, is requesting competitive sealed proposals from qualified applicants to establish a pricelist for on-site drug testing kits for the Judiciary. The contract term will be for fifteen (15) months from April 1, 2020 through June 30, 2021. Contracts may be extended for three (3) additional years from July 1, 2021 through June 30, 2024, 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 using the downloaded document provided. You must register your company by 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 E-MAIL to: Tritia.L.Cruz@courts.hawaii.gov

Provide the following information:

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

Persons or organizations must submit four (4) sets (Original + 3 copies) of their completed proposals (in hard copy, pdf format on CD, flash drive or email) and must be postmarked before midnight on February 6, 2020 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 6, 2020, at the following address:

**The Judiciary, State of Hawaii
Financial Services Department
Kauikeaouli Hale (District Court Building)
1111 Alakea Street, 6th Floor
Honolulu, Hi 96813-2807
Attn: Ms. Tritia Cruz**

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/ Terri Gearon
Terri Gearon
Financial Services Director



Office of the Administrative Director — Financial Services Division

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

January 9, 2020

To: All Applicants
From: Terri Gearon
Financial Services Director
Subject: Request for Proposals No. J20342
Establish a Pricelist for on-site drug testing kits for the Judiciary

The Judiciary, State of Hawaii, is requesting competitive sealed proposals from qualified applicants to establish a Pricelist for on-site drug testing kits during the period April 1, 2020 through June 30, 2021. The contract term will be for fifteen (15) months from April 1, 2020 through June 30, 2021. Contracts may be extended for three (3) additional years from July 1, 2021 through June 30, 2024, 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.

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>, General Information, Doing Business with the Hawaii State Judiciary.

Persons or organizations must submit four (4) sets (Original + 3 copies) of their completed proposals, in hard copy, pdf format on CD, flash drive or email, and/or if mailed, it **must be postmarked before midnight on February 6, 2020, or hand delivered by 4:00 p.m., Hawaii Standard Time**, to the following address:

The Judiciary, State of Hawaii
Financial Services Department
Kauikeaouli Hale (District Court Building)
1111 Alakea Street, 6th Floor
Honolulu, HI 96813-2807
Attn: Ms. Tritia Cruz

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 goods and/or 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.

For technical questions regarding this solicitation, please contact Ms. Kathi Fujii, telephone (808) 539-4510, fax, (808) 539-4559 or e-mail at: Kathi.K.Fujii@courts.hawaii.gov Contract questions may be directed to Ms. Tritia Cruz in the Contract & Purchasing Office at (808) 538-5805 or email at: Tritia.L.Cruz@courts.hawaii.gov.

Terri Gearon
Financial Services Director

J20342

SECTION ONE – INTRODUCTION

1.1 INTRODUCTION

The State of Hawaii Judiciary (Judiciary) is requesting proposals from interested parties who are authorized to distribute and possess experience in the validity of on-site drug test kits. This proposal requests the establishment of a pricelist of on-site drug test kits for the Judiciary. The Contractor shall furnish and deliver on site drug testing kits. The on-site drug testing kits are for adult and juvenile probationers assigned to the Judiciary, to include the specialty courts, i.e., Drug Court, Family Drug Court, Mental Health Court, Girl’s Court, and Veteran’s Court.

The Judiciary will contract with Contractors capable of furnishing on site drug test kits for the period of April 1, 2020 through June 30, 2021, with the option to extend the contract for three (3) additional years from July 1, 2021 through June 30, 2024. 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.

This Request for Proposal (RFP) details the requirements of the Judiciary, including the General Conditions, and Special Provisions that must be adhered to by Offerors. 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:

| | |
|--------------------------------|--|
| ADVERTISEMENT | January 10, 2020 |
| QUESTIONS DUE: | January 17, 2020 |
| RESPONSES POSTED: | January 22, 2020 |
| PROPOSALS DUE: | February 6, 2020 by 4:00 p.m. HST |
| CONTRACT TO BE AWARDED: | March 2020 |
| START DATE OF CONTRACT: | April 1, 2020 |

END OF SECTION

SECTION TWO SPECIFICATIONS

2.1. SCOPE

The work in this contract shall consist of **establishing a price list to furnish approximately 70,000 on-site drug testing kits** for The Judiciary, State of Hawaii. The Contractor shall be responsible for all costs of labor, tools, equipment, and other appurtenances necessary to provide the drug testing kits.

2.2. TECHNICAL SPECIFICATIONS

A. The Contractor shall provide intact drug testing kits which incorporate collection and testing for the detection of drugs of abuse in human urine and oral fluids. The kits will provide a reader, which will be included at every site at no additional cost (about 19 readers total-statewide).

B. The Testing Kits shall test and meet the following criteria:

1. Kits shall be fully integrated, round (minimum height 3.15 inches), upright (no flat side), one step device for commonly abused drugs in urine with an inner lock for transport (to prevent leakage). Devices cannot require tipping, tilting, card insertion, or key turning.

2. The integrated test strips must provide all of the following drug testing assays:

- Amphetamine 500
- Benzodiazepines 300
- Cocaine 150
- EtG (alcohol) 500
- MDMA (Ecstasy) 500
- Methadone (MTD) 300
- Methamphetamine 500
- Opiates 300
- Oxycodone 100
- THC/Cannabinoids (THC) 50

For the oral fluid testing, it must be self-contained and not require the use of a pipette. Shipping will be provided by USPS priority or UPS only and must be able to test for Amphetamine, Cocaine, Methamphetamine, Opiates, Phencyclidine, and Alcohol.

Contractor shall list all other drugs which can be included into the drug test kit format. (In order to provide deterrence, donors must be kept guessing. Contractor should be able and willing to provide different panels in order to achieve this goal.) The Contractor should be able to provide testing for alcohol, spice, ketamine, and fentanyl.

3. Contractor will provide pricing both for kits with and without the capability to do specimen validity testing (SVT). SVT shall minimally test for pH, Oxidants and Specific Gravity or Creatinine and shall be an integrated part of the test kit.
4. Each device shall have an affixed temperature strip.
5. The test cup reader must be able to read the urine device within 60 seconds. Must be capable of reading both the 6 and 10-panel test cups. The device must have a digital touchscreen and be easy to operate. Must export both .csv and .pdf files. It must provide digitally archive-able data. The readers must be delivered prior to the first order.
6. Contractor shall describe in detail their customer support component including the qualifications of assigned personnel.
6. Each device shall be in a sealed foil pack that includes a desiccant pack, a lot number, an expiration date, and the specific tests that are part of the panel.
7. All kits shall have, upon delivery, a minimal shelf life of one year.
8. Each drug shall have its own control line and one drug per strip is preferable. Preference shall also be given to products with a tear/pull-off results window to provide additional security for testers.
9. The six or ten drugs will constitute the main panel and should have a combined accuracy rating of at least 96% when compared to GC/MS.
10. The drug test results should be present within five (5) minutes. The test results must be stable for a minimum of sixty (60) minutes.
11. Contractor shall specify the person(s) who will be directly responsible for administering this contract and their qualifications.
13. Contractor must be willing to provide annual on-site training on Oahu and the three major islands of Hawaii to include Kauai, Maui and the Big Island of Hawaii (Hilo and Kona). In addition to training on the use of the oral fluid device, testing cup, and cup reader, training should cover current trends in substance abuse, methods to adulterate specimen, drug detection periods, etc. This in-person annual training cannot be substituted with any other form of training.
14. Contractor shall note where all product components are manufactured. Contractor shall explain in detail how they are shipped (environment), the length of time from the point of manufacture to the time of arrival to Hawaii, and the maximum length of time the strips are kept before being incorporated into testing kits. The delivery time should be within 30 days. Shipping will be provided by USPS Priority or UPS only.

15. Contractor shall note if kits are made of recyclable plastics. Preference shall be given to kits made with recyclable materials. All products shall be disposable in the regular trash. (The Contractor will not be responsible for any biohazard disposal requirements created during the process of the on-site testing conducted by the Judiciary.)

16. Test kits should be clear to allow a visual integrity check. Kit inserts and labels should not prevent the testers' ability to visually assess the integrity of the specimen, either due to dilution or adulteration.

17. Contractor shall certify that this specific product is not and will not be sold over-the counter or on the internet to prevent experimentation with the product and the circumventing of the test process and results.

18. Contractor shall detail the accessibility and qualifications of a help-desk or help-line personnel.

19. Contractor shall detail storage requirements for test kits.

2.3. GENERAL SPECIFICATIONS

A. Contractor shall provide a list of references, preferably from criminal justice agencies that are using the test kits.

B. Estimated Number of On-Site Drug Testing Kits.

| Location | Quantity |
|--------------|---------------|
| Oahu | 28,000 |
| Maui | 8,000 |
| Hawaii | 22,000 |
| Kauai | 12,000 |
| Total | 70,000 |

C. Upon the awarding of the contract, the contractor shall:

1. Provide at no charge to the Judiciary twenty-five (25) 10-panel on site drug test kits for training purposes and within 30 days of their selection. This also includes a one urine cup reader that works with the test kit.

2. Respond to reported concerns raised by the Judiciary within two business days.

3. Shall replace any defective devices within 30 days of notification at no cost to the Judiciary.

- D. **Billing.** The Judiciary shall be billed for each test kit at the unit cost per kit specified in the Offer. Training as specified, trouble shooting and applicable taxes shall be included in the billed cost per on site drug test kit. The Judiciary reserves the right to increase or decrease the number of tests ordered 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 Offer Amount shall be paid for by the Judiciary.

END OF SECTION

SECTION THREE SPECIAL PROVISIONS

3.1. SCOPE

The work in this contract shall consist of **establishing a price list to furnish approximately 70,000 On-site Drug Testing Kits** for The Judiciary, State of Hawaii. The Contractor shall be responsible for all costs of labor, tools, equipment and other appurtenances necessary to provide the on-site drug testing kits. This will include a round, upright, intact cup, which incorporates collections and testing. The cups will provide a reader, which will be included at every site at no additional cost. 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. Dwight Sakai, Adult Client Services Branch Administrator, acting either directly or through an authorized representative is designated Officer-In-Charge. Overall coordination for the RFP and the resulting contract will be provided by Ms. Kathi Fujii, Program Specialist, First Circuit Court. The telephone number at which she may be reached is (808) 539-4510, email: Kathi.K.Fujii@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 Offer will be reviewed and evaluated, pursuant to the Evaluation Criteria in Section 3.8. The Judiciary will rank and establish a priority list of acceptable technical offers. Only those Technical Offers found acceptable in the first phase will be ranked and priority listed and considered in the second phase of the procurement process.

Phase One – Technical Offer

All Offerors who submit an offer must provide a minimum of twenty-five (25) 10-panel on-site drug test kits and one (1) urine cup reader that works with the test kit as noted in section 3.7.A.

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 Offer.

Phase Two- Priced Proposal

In a separate sealed envelope, Contractor shall complete and submit Proposal Form pages of the RFP.

In the second phase, only the priced proposals from offerors with the top three scores from Phase One and found to be acceptable and qualified (under the evaluation criteria) will be opened upon completion of the evaluation of the technical proposal. The

Judiciary may conduct discussions with these priority listed Offerors. Upon completion of discussions (if any) with priority listed Offerors, the final selection based on evaluation of Phase One and Two 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 Offers submitted in response to this RFP. The Judiciary intends to conduct a comprehensive, fair and impartial evaluation of Offers received in response to this procurement.

3.4. QUANTITY

Quantities listed are an estimated amount. Additional units may be purchased at the unit price for the duration of the contract period.

3.5. PROPOSER QUALIFICATION

- a. Experience The Contractor shall be a vendor authorized to distribute pharmaceuticals and related products.
- b. Reference Offeror will list at least three references other than Judiciary, for whom Offeror has provided on-site drug testing kits of a similar nature and volume of specified herein, that will qualify Offeror to perform the project. Judiciary reserves the right to contact references provided, and Judiciary reserves the right to reject bid submitted by any Offeror whose performance on other jobs for this type of service has been proven unsatisfactory.

3.6. OFFER PREPARATION

- a. Legal Name Contractor is requested to submit its Offer 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. Offer Quotation Offer prices shall include all costs to provide on-site drug testing kits.

Shipping/Delivery costs shall be listed separately for estimated quantities. Shipping and related transportation costs will be allowed to be adjusted during the duration of the contract period. Documentary evidence must be submitted prior to any increase and/or adjustment in delivery costs.

Total Offer Amount shall also include all applicable taxes and all expenses necessary to provide on-site drug testing kits 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.

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

3.7. SUBMISSION OF TECHNICAL AND PRICED PROPOSALS

- A. Technical Proposal: Proposers shall submit a minimum of twenty-five (25) on-site 10-panel drug test kits, along with one (1) urine reader cup that works with the test kit, with their Proposal. The on-site drug testing kits must be capable of testing for amphetamine, benzodiazepines, cocaine, MDMA, methamphetamine, methadone, opiates, oxycodone, THC, and EtG (alcohol); with integrated Specimen Validity Test (SVT) strips. Proposers shall include package inserts; any incidental chain of custody, transport or security bags and seals; and responses to the specifications listed above.
- B. Price Proposal: Proposers shall also submit four (4) copies (1 original, 3 copies) of the Proposal.

The Technical Proposal and priced Proposal must be delivered by the deadline in separately sealed envelopes.

Completed proposals must be postmarked before midnight on or submitted no later than **4:00 p.m. HST on February 6, 2020** to:

The Judiciary, State of Hawaii
 Financial Services Department
 1111 Alakea Street, 6th Floor
 Honolulu, HI 96813 -2807
 Attention: Ms. Tritia Cruz
 email: Tritia.L.Cruz@courts.hawaii.gov

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

Offers on CD or flash drive. As an option to submitting hard copies (orig. +3) of the written portion of your proposal, offers may be submitted on CD or flash drive (4 copies) in Adobe pdf format no later than the date and time indicated above.

Offers via electronic submittal. As another option to submitting hard copies of the written portion of your proposal, offers may be submitted no later than the date and time indicated above to the designated 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 Judiciary 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 the Judiciary's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

3.8. EVALUATION

Evaluation Criteria. The intent is to standardize the offers and to allow for comparison in the on-site drug testing kits. The proposals shall be evaluated as noted in the chart.

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.

| Evaluation Criteria | Score |
|---|------------|
| PHASE I: | |
| Completeness & conformance to bid specifications | 15 |
| Accuracy and efficiency of test (Comparisons with controlled specimen and laboratory confirmations to be conducted) | 20 |
| Overall user friendliness for collector and donor (to include interpretation of results) | 15 |
| Manufacturing Source and Components (Preference: Recyclable materials) | 5 |
| Fidelity of test kit during transport and storage considerations | 5 |
| Shipping options and projected transport time | 5 |
| Recommendations from former or current users of the product(s). | 5 |
| Invoicing capabilities and ability to set up and maintain multiple billing accounts | 5 |
| PHASE II: Pricing per kit In the second phase, only the offerors with the top three scores found to be acceptable and qualified (under the evaluation criteria) will be opened upon completion of the evaluation of the technical proposal. | 25 |
| TOTAL SCORE | 100 |

3.9. CONTRACT AWARD

3.9.1 METHOD OF AWARD

Award, if made, will be to the Offeror whose 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. Offeror is required to bid on all items listed to be considered for award.

The Successful Offeror 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 offers and to waive any defects, when in the Division’s opinion, such rejection or waiver is in the best interest of the Judiciary.

3.9.2 RESPONSIBILITY OF CONTRACTOR

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

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

The Contractor may choose to use the Hawaii Compliance Express (HCE) which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a “Certificate of Vendor Compliance”. The HCE provides current compliance status as of the issuance date. In order to meet compliance, the certificate must indicate “COMPLIANT”. This certificate shall be accepted for both contracting purposes and final payment. There is an annual fee to the Hawaii Information Consortium, LLC. If the Contractor chooses not to enroll in HCE, paper certificates are required.

Timely Submission of 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.

3.10. INSURANCE

- A. 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 the contract, the successful offeror shall provide proof of coverage of insurance requirements set forth under this section.

3.11. CONTRACT EXECUTION AND EXTENSION

Successful Offeror receiving the award shall be required to enter into a formal written contract for a period of fifteen (15) months April 1, 2020 through June 30, 2021 to furnish and deliver on site drug test kits. The contract shall be enforceable only to the extent that funds have been certified and are available of the purchase of the identified goods and services. Unless terminated, and subject to availability of funds, the contract may be extended by the Judiciary for not more than three (3) additional twelve (12) month periods without rebidding, upon mutual agreement in writing at least forty-five (45) days prior to expiration, and provided the unit price for the extended period remains the same as the previous year's contract price or is negotiated as set forth in the Contract Price Adjustment provisions which follows:

- Unit prices that are approved for the on-site drug testing kits provided to other Hawaii government agencies may be negotiated with the Judiciary for consideration.
- An increase in the contract amount will not exceed 5% of the contracted unit cost.

During extension periods, Contractor shall provide any price decrease to the Judiciary that Contractor has offered to any other Hawaii government agency. Changes to the cost per unit must be mutually agreed upon in writing and submitted with the request for contract extension.

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 no 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. 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.

3.12. 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.

3.13. DELIVERY

The Contractor shall deliver the On-site Drug Testing Kits to the delivery address indicated on the purchase order issued, within ten (10) days after receipt of purchase order. Failure to meet the delivery date, will be subject to Liquidated Damages as stated in Section 3.16.2 Other Special Provisions.

3.14. INVOICING AND PAYMENT

The Judiciary shall be billed for the On-site Drug Testing Kits at the Unit Cost specified on the Offer Form.

The Judiciary reserves the right to increase or decrease the number of On-site Drug Test Kits per month without change to the unit cost per test kit. 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 Offer Amount shall be paid for by the Judiciary.

Contractor shall submit separate invoices (original and three copies) to the respective office at the addresses listed below.

| Offices and Locations | Contact Person |
|--|--|
| <p><u>Island of Oahu – First Circuit Court</u> Adult Client Services Branch (ACSB) 777 Punchbowl Street, First Floor Honolulu, Hawaii 96813</p> <p>Hawaii Drug Court Program 777 Punchbowl Street, Second Floor Honolulu, Hawaii 96813</p> <p>Family Drug Court 345 Queen Street, #302 Honolulu, Hawaii 96813</p> <p>Juvenile Drug Court 777 Punchbowl Street, Second Floor Honolulu, Hawaii 96813</p> <p>Girls Court Program 777 Punchbowl Street, Second Floor Honolulu, Hawaii 96813</p> <p>Juvenile Client Services Branch Family Court of the First Circuit 4675 Kapolei Parkway Kapolei, Hawaii 96707</p> | <p>Kathi Fujii, Program Specialist Tel: 808-539-4510 Fax: 808-539-4559 Email: Kathi.K.Fujii@courts.hawaii.gov</p> <p>Ship to: Lei Kumagai (599-3700/441-8904) Email: Lei.M.Kumagai@courts.hawaii.gov Invoice: Kathi Fujii</p> <p>Brenda Afoa, Program Administrator Tel: 808-524-6604 Fax: 808-524-7391 Email: Brenda.F.Afoa@courts.hawaii.gov</p> <p>Joel A. Tamayo, Program Administrator Tel: 808-534-6562 Fax: 808-538-5798 Email: Joel.A.Tamayo@courts.hawaii.gov</p> <p>Valerie Lazo, Program Administrator Tel: 808-534-6154 Fax: 808-534-6161 Email: Valeriann.G.Lazo@courts.hawaii.gov</p> <p>Louise Crum, Program Specialist Tel: 808-954-8226 Fax: 808-954-8308 Email: Louise.K.Crum@courts.hawaii.gov</p> |
| <p><u>Islands of Maui/Molokai and Lanai</u> <u>Second Circuit Court (to include Maui Drug Court)</u> ACSB – Second Circuit 140 Hoohana Street, Suite 103 Kahului, Hawaii 96732</p> | <p>Craig Hirayasu, Probation Administrator Tel: 808-442-3829 Fax: 808-442-3888 Email: Craig.S.Hirayasu@courts.hawaii.gov</p> |
| <p><u>Island of Hawaii – Third Circuit Court</u></p> <p>ACSB – Hilo 777 Kilauea Avenue-Room A-30 Hilo, Hawaii 96720</p> <p>ACSB-Kona</p> | <p>Dean Hiraki, Probation Administrator Tel: 808-961-7622 Fax #: 808-961-7676 Email: Dean.T.Hiraki@courts.hawaii.gov</p> <p>Invoice: Dean Hiraki</p> |

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| <p>74-5451 Kamakaeha Avenue Kailua-Kona, Hawaii 96740 Tel: 808-443-2191 Fax: 808-326-9089</p> <p>Family Court Probation 777 Kilauea Avenue Hilo, Hawaii 96720</p> <p>Big Island Drug Court 74-5451 Kamakaeha Avenue Kailua-Kona, Hawaii 96740</p> | <p>Randi Cooper, Juvenile Client Services Administrator Tel: 808-961-7685 Fax#: 808-961-7671 Email: Randi.L.Cooper@courts.hawaii.gov</p> <p>Grayson Hashida, Drug Court Coordinator Tel: 808-443-2201 Fax: 808-443-2222 Email: Grayson.K.Hashida@courts.hawaii.gov</p> |
| <p>Island of Kauai – Fifth Circuit Court</p> <p>ACSB - Fifth Circuit 3970 Kaana Street, Suite 304 Lihue, Hawaii 96766</p> <p>Kauai Drug Court 3970 Kaana Street, Suite 300 Lihue, Hawaii 96766</p> | <p>Renette Garma, Probation Administrator Tel: 808-482-2430 Fax: 808-482-2652 Email: Renette.S.Garma@courts.hawaii.gov</p> <p>Martin Steinhaus, Drug Court Coordinator Tel: 808-482-2362 Fax: 808-482-2554 Email: Martin.A.Steinhaus@courts.hawaii.gov</p> |

Payments shall be made to the Contractor at the contracted price upon certification that the Contractor has satisfactorily delivered the requested quantity of on-site drug test kits.

Invoice items shall list the types of testing kits and shall specify the number of test and associated costs. All costs shall be at the specified unit cost per test kit, as listed on the Offer.

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

3.15. 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.

3.16. OTHER SPECIAL PROVISIONS

3.16.1. 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. Become insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default.

If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be 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.

3.16.2. 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.

3.16.3. 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 to 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.

3.16.4. 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

3.16.5. 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 OFFER FORM

**REQUEST FOR PROPOSAL J20342
TO ESTABLISH A PRCELIST TO PROVIDE
ON-SITE DRUG TESTING KITS
FOR THE JUDICIARY, STATE OF HAWAII**

Financial Services Director
The Judiciary State of Hawaii
Kauikeaouli Hale
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 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 ON-SITE DRUG TESTING KITS 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
- 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,

Date: _____

(x) _____
Authorized Signature (Original)

Telephone No.: _____

e-mail Address: _____

Name and Title (Please Type or Print)

* _____
Exact Legal Name of Company (Offeror)

I. The following offer for the fifteen (15) month period effective April 1, 2020 through June 30, 2021, as specified herein, is hereby submitted:

A. On-site Drug Testing Kits

| Location | Quantity | Unit Cost Per 6-panel Kit | Unit Cost Per 10-panel Kit | Unit Cost per Oral-Fluid Kit | Shipping Method/ Shipping Cost Per Kit | Subtotal |
|--------------|----------|---------------------------|----------------------------|------------------------------|--|-------------------|
| Oahu | 28,000 | | | | | |
| Maui | 8,000 | | | | | |
| Hawaii | 22,000 | | | | | |
| Kauai | 12,000 | | | | | |
| Total | 70,000 | | | | Total Bid Amount** | |
| | | | | | | Unit cost per kit |
| | | | | | Unit price per kit for the addition of the Specimen Validity Testing [SVT] panel | |

NOTE: Bid amount shall include all applicable taxes and expenses. Shipping and related transportation costs will be allowed to be adjusted during the duration of the contract period.

** TOTAL 15 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.

B. Contractor shall specify shipping options with the estimated length of time for delivery to be completed from the time of the receipt of a purchase order to the time the materials arrive at any ordering site. The Judiciary reserves the right to select the shipping method that may be advantageous to the program

| Shipping Option(s) /Shipping Cost Per Kit/Delivery Time to Oahu (Note shipping options in rows below, Specify mode of shipping) | | | | | | |
|---|---------------------|------|---------------------|------|---------------------|------|
| No. of Units Per Order | Option 1: (specify) | | Option 2: (specify) | | Option 3: (specify) | |
| | Quantity | Cost | Delivery Time | Cost | Delivery Time | Cost |
| 500 | | | | | | |
| 1,000 | | | | | | |
| 3,000 | | | | | | |
| 5,000 | | | | | | |
| 7,000 | | | | | | |

| Shipping Option(s) /Shipping Cost Per Kit/Delivery Time to Islands of Hawaii, Maui, Molokai and Kauai (Note shipping options in rows below, Specify mode of shipping) | | | | | | |
|---|---------------------|------|---------------------|------|---------------------|------|
| No. of Units Per Order | Option 1: (specify) | | Option 2: (specify) | | Option 3: (specify) | |
| | Quantity | Cost | Delivery Time | Cost | Delivery Time | Cost |
| 200 | | | | | | |
| 500 | | | | | | |
| 1,000 | | | | | | |
| 3,000 | | | | | | |
| 5,000 | | | | | | |

(Note in chart if additional fees are required to get product to Islands of Hawaii, Maui, Molokai, Lanai and Kauai.)

II. Contractor Information

A. Joint Contractors/Subcontractors

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

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

| Subcontractor Name | Address | Phone/Fax/email |
|--------------------|---------|-----------------|
| | | |

B. 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 on-site drug test kits. Refer to the Qualification section, of the enclosed Special Provisions

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