



# **The Judiciary State of Hawaii**

## **Request for Proposals RFP J24390**

**TO ESTABLISH A PRICELIST FOR  
ON-SITE DRUG TESTING KITS FOR  
THE JUDICIARY STATE OF HAWAII**

March 2024

THE JUDICIARY, STATE OF HAWAII  
HONOLULU, HAWAII

**REQUEST FOR PROPOSAL NO.  
J24390**

**RFP ADMINISTRATIVE INFORMATION**

|  |   |
|--|---|
| RFP Title  | <b>TO ESTABLISH A PRICELIST FOR ON-SITE DRUG TESTING KITS FOR THE JUDICIARY, STATE OF HAWAII</b>  |
| RFP Project Description (See Purpose)  |   |
| RFP Point of Contact: (See Contract Administrator)   | Buyer Name – Calvin Ung<br>Agency Name - Judiciary<br>Buyer email – Calvin.J.Ung@courts.hawaii.gov  |
| Submit proposals electronically via Hawaii Electronic Procurement System (HiePRO): (See Electronic Submission of Proposals)  | Electronic Submission<br>hiepro.ehawaii.gov   |
| Deadline to Receive Questions: (See Schedule and Significant Dates and Electronic Submission of Questions)   | March 27, 2024; 12:00 P.M. Hawaii Standard Time (HST)   |
| Question & Answers: (Sections Schedule and Significant Dates and Electronic Submission of Questions)   | All questions, including those about Terms and Conditions, must be submitted through HiePRO. Questions must be submitted by the question deadline date. |
| RFP Closing Date: (See Schedule and Significant Dates)   | April 16, 2024  |
| RFP Closing Time: (See Schedule and Significant Dates)   | 12:00 P.M. Hawaii Standard Time (HST)   |
| Initial Term of Contract and Renewals: (See Period of Performance)   | July 1, 2024 end on June 30, 2025<br><br>Upon mutual agreement, the contract may be extended or amended.  |
| TAKE NOTE THE MANDATORY .75% (.0075) TRANSACTION FEE TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII IS BASED ON SALES FOR AWARDS MADE IN HIEPRO. (DETAILED IN SECTION 2.2 ELECTRONIC PROCUREMENT AND SECTION 2.11 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII.) |   |

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**NOTICE TO OFFEROR THROUGH THE STATE OF HAWAII  
ELECTRONIC PROCUREMENT SYSTEM (HIePRO)  
REQUEST FOR PROPOSAL NO. J24390**

**TO ESTABLISH A PRICELIST FOR ON-SITE DRUG  
TESTING KITS FOR THE JUDICIARY, STATE OF HAWAII**

Competitive Sealed Proposals to Establish a Pricelist for On-Site Drug Testing Kits for The Judiciary, State of Hawaii, will be received electronically only THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HIePRO) at <https://hiepro.ehawaii.gov/welcome.html> up to and will be opened at the date and time indicated in HIePRO.

Proposal Forms (Section 4 of this RFP) received after the date and time specified in HIePRO or at a location other than the HIePRO website indicated above will no be considered. All proposals must be made on forms obtainable from the above HIePRO website and must be in accordance with the accompanying instructions. **All proposals and Proposal Forms (Section 7 of this RFP) shall be submitted through HIePRO with total bid price.**

Questions relating to this bid solicitation shall be directed to Ms. Noreen Miyasato, in the Judiciary Contracts and Purchasing Office at 808.538.5805 or email [Noreen.K.Miyasato@courts.hawaii.gov](mailto:Noreen.K.Miyasato@courts.hawaii.gov). Technical questions about the forms may be directed to Mr. Calvin Ung, 808.539.4510 or email [Calvin.J.Ung@courts.hawaii.gov](mailto:Calvin.J.Ung@courts.hawaii.gov).

/s/ Terri Gearon

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Terri Gearon  
Financial Services Director

**REQUEST FOR PROPOSAL NO.  
J24390**

**REQUEST FOR PROPOSALS  
TO ESTABLISH A PRICELIST FOR ON-SITE DRUG  
TESTING KITS FOR THE JUDICIARY, STATE OF HAWAII**

**SECTION ONE – GENERAL INFORMATION**

**1.1 INTRODUCTION**

The Judiciary, State of Hawaii is requesting competitive sealed 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 kits for the Judiciary. The Contractor shall furnish and deliver on site drug testing kits.

The Judiciary, State of Hawaii will contract with Contractors capable of furnishing on site drug test kits for the period of July 1, 2024 through June 30, 2025, with the option to extend the contract for three (3) additional years from July 1, 2025 through June 30, 2028. 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 SCHEDULE AND SIGNIFICANT DATES**

The table below contains the Judiciary's current estimate of the schedule and significant dates. All times are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposals Due Date and Time" is delayed, the rest of the schedule may likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates prior to the proposal due date shall be issued by addendum.

| Event  | Date  |
|--|---|
| Solicitation Release:                        | March 15, 2024  |
| Pre-Proposal Conference:                     | No Pre-Proposal Conference                                  |
| Question Submittal Deadline:                 | March 27, 2024 12:00 P.M. Hawaii Standard Time (HST)        |
| Answers to Questions:                        | April 2, 2024 4:00 P.M. Hawaii Standard Time (HST)          |
| <b>Proposal Due Date and Time:</b>           | <b>April 16, 2024 12:00 P.M. Hawaii Standard Time (HST)</b> |
| Evaluations                                  | April 2024  |
| Estimated Date for Discussions, if necessary | April 2024  |
| Estimated Due Date for BAFO, if necessary    | May 2024  |
| Anticipated Award Date:                      | May 2024  |

**1.3 PERIOD OF PERFORMANCE**

The contract term will be for twelve (12) months from July 1, 2024 through June 30, 2025. Upon mutual agreement, the contract may be extended or amended. Unless terminated, the contract may be extended, without re-soliciting, for not more than three (3) additional twelve-month period or any part thereof if mutually agreed upon in writing at least thirty (30) days prior to contract expiration. The Judiciary may terminate the contract at any time upon 30 calendar days' prior written notice.

## 1.4 POINT OF CONTACT

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The person identified below is the single point of contact (POC) during this procurement process. Offerors and interested persons shall direct to the POC all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting contract. The POC designated by the State of Hawaii, Judiciary is:

Mr. Calvin Ung  
Program Specialist  
Email: [Calvin.J.Ung@courts.hawaii.gov](mailto:Calvin.J.Ung@courts.hawaii.gov)  
Phone: 808-538-4510

**END OF SECTION**

## SECTION TWO SOLICITATION INFORMATION

### 2.1 GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the Judiciary, Financial Services Department, in accordance with the regulations and laws of the State of Hawaii. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Hawaii.

### 2.2 ELECTRONIC PROCUREMENT

The Judiciary has established the Hawaii State eProcurement (HlePRO) System to promote an open and transparent system for vendors to compete for state contracts electronically. Offerors interested in responding to this solicitation must be registered on HlePRO. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov/welcome.html>, select HlePRO Vendor Registration and then Vendor Registration Guide.

The Judiciary will use HlePRO to issue the RFP, receive Offers, and issue Addenda to the RFP. Addenda and the other information and materials shall be provided by the Judiciary through HlePRO, including additions or changes with respect to the dates in Schedule and Significant Dates. The Judiciary is not responsible for any delay or failure of any Offeror to receive any materials updated through the RFP Process on a timely basis.

As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term.

HlePRO Special Instructions. Offeror shall review all special instructions located in HlePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the proposal deadline.

Offerors are advised that they should not wait until the last minute to submit their proposal on HlePRO. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.

### 2.3 RFP ADDENDA

Changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed through formal written addenda issued by the Judiciary.

The Judiciary accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the Hawaii State eProcurement System (HlePRO) to obtain RFP addenda or other information relating to the RFP.

### 2.4 QUESTIONS REGARDING RFP CONTENTS

If a Prospective Offeror believes that any provision of the RFP is unclear, potentially defective, or would prevent from providing a meaningful Offer, the Offeror shall submit questions regarding this solicitation through HlePRO on or before the deadline indicated in Schedule and Significant Dates. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the RFP to which the question applies. The Judiciary will respond by the response date specified in Schedule and Significant Dates. The Judiciary may issue Addenda in response to written questions received regarding the RFP.



## **2.5 ELECTRONIC SUBMISSION OF QUESTIONS**

All questions must be submitted through the Hawaii State eProcurement System (HlePRO). Questions must be submitted by the question deadline date and time shown in Schedule and Significant Dates. Answers will be given via the Hawaii State eProcurement System (HlePRO) site as noted in Schedule and Significant Dates.

Offerors are cautioned about including context in questions that may reveal the source of questions. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, to the extent possible, to exclude information identifying potential Offerors.

## **2.6 CANCELLATION OF PROCUREMENT AND PROPOSAL REJECTION**

The Judiciary reserves the right to cancel this RFP and to reject any and all proposals in whole or in part and waive any defects when it is determined to be in the best interest of the Judiciary, pursuant to HAR §3-122-96 thru HAR §3-122-97.

## **2.7 FIRM OFFERS**

Responses to this RFP, including proposed prices and/or fees will be considered firm for 90 days from the proposal due date.

## **2.8 RIGHT TO ACCEPT ALL OR PORTION OF PROPOSAL**

Unless otherwise specified in the solicitation, the Judiciary may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. If the Offeror so restricts its Proposal, the Judiciary may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Judiciary. The Judiciary may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation

## **2.9 OWNERSHIP OF DISPOSITION OF PROPOSALS AND OTHER MATERIALS SUBMITTED**

All costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether any award results from this RFP. The Judiciary shall not reimburse such costs. All proposals become the property of the State of Hawaii.

## **2.10 ADDITIONAL INFORMATION**

The Offeror shall provide additional information regarding aspects of an Offeror's Proposal within five (5) business days of the Judiciary's request unless the Judiciary specifies another period. As noted, each Offeror shall submit only one Proposal. If an Offeror submits more than one Proposal, then the Judiciary reserves the right to reject and or dismiss the Offeror from the RFP Process.

## **2.11 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII**

A mandatory .75% (.0075) transaction fee is charged to the awarded Contractor(s) based on the awarded amount. HlePRO is administered by Hawaii Information Consortium, LLC dba NIC Hawaii. NIC Hawaii shall invoice the awarded Contractor(s) directly for payment of transaction fees. Payment must be made to NIC Hawaii within thirty (30) days from receipt of invoice. NIC Hawaii is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HlePRO system.

**END OF SECTION**

**SECTION THREE – SPECIFICATIONS**

**3.1 SCOPE**

The work in this contract shall consist of **establishing a price list to furnish approximately 72,000 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.

**3.2 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 15 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
    - Fentanyl 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.
7. 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.
8. All kits shall have, upon delivery, a minimal shelf life of one year.
9. 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.
10. 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.
11. The drug test results should be present within five (5) minutes. The test results must be stable for a minimum of sixty (60) minutes.
12. 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 in 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. At the discretion of the individual Circuit, this in-person annual training may be substituted with another form of training, such as live virtual 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.

**3.3 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         | 10,000        |
| Hawaii       | 22,000        |
| Kauai        | 12,000        |
| <b>Total</b> | <b>72,000</b> |

- 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 FOUR SPECIAL PROVISIONS

### 4.1 SCOPE

The work in this contract shall consist of **establishing a price list to furnish approximately 72,000 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.

### 4.2 OFFICER-IN CHARGE

Ms. Brook M. Mamizuka, 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 Mr. Calvin J. Ung, Program Specialist, First Circuit Court. The telephone number at which he may be reached is (808) 539-4510, email: [Calvin.J.Ung@courts.hawaii.gov](mailto:Calvin.J.Ung@courts.hawaii.gov) or fax (808) 539-4559.

### 4.3 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 urine cup reader that works with the test kit as noted in section 4.7.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**

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 evaluated 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.

#### 4.4 QUANTITY

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

#### 4.5 PROPOSER QUALIFICATION

**4.5.1 Experience** The Contractor shall be a vendor authorized to distribute pharmaceuticals and related products.

**4.5.2 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.

#### 4.6 OFFER PREPARATION

**4.6.1 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.

**4.6.2 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.

**4.6.3 Wage Certificate** A Wage Certificate is NOT required for this Request for Offer.

**4.6.4 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.



**4.7 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 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, fentanyl, 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 their proposals **THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HiePRO), and** attach Section 7 "Offer Form" and other required documents as specified in this solicitation, **no later than at the time and date indicated in HiePRO, (<https://hiepro.ehawaii.gov/welcome.html>)**.

**4.8 EVALUATION CRITERIA**

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      |
|--|------------|
| <b>PHASE I:</b>  |            |
| Completeness & conformance to bid specifications   | 15         |
| Accuracy and efficiency of test<br>(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 product(s).  | 5          |
| Invoicing capabilities and ability to set up and maintain multiple billing accounts  | 5          |
| <b>PHASE II: Pricing per kit</b><br>In the second phase, only the offerors with the top three scores found to be acceptable and qualified (under the evaluation criteria) will be evaluated upon completion of the evaluation of the technical proposal. | 25         |
| <b>TOTAL SCORE</b>   | <b>100</b> |

## 4.9 CONTRACT AWARD

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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.

## 4.10 RESPONSIBILITY OF OFFEROR

The Offeror is advised that in order to be awarded a contract under this solicitation, the Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to Hawaii Revised Statutes HRS §103D-310(c).

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

## 4.11 VENDOR COMPLIANCE - HAWAII COMPLIANCE EXPRESS (HCE)

The Contractor may choose to use the Hawaii Compliance Express (HCE) which allows business 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.

**4.11.1** Vendors not utilizing the HCE to demonstrate compliance shall provide the paper certificates to the Judiciary as instructed below. All certificates must be valid on the date it is received by the Judiciary. Timely applications for all applicable clearances are the responsibility of the Offeror.

**4.11.2 HRS Chapter 237 Tax Clearance Requirement for Award.** Pursuant to Section 103D-328, HRS, the Contractor shall be required to submit a tax clearance certificate by the Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green-certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>

- 4.11.3 HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation),<sup>8</sup> 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.** Pursuant to Section 103D-310(c), HRS, the Contractor shall be required to submit certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DUR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the State Procurement Office. The DUR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DUR website: [.http://labor.hawaii.gov/forms/](http://labor.hawaii.gov/forms/)
- 4.11.4 Compliance with Section 103D-310(c), HRS,** for an entity doing business in the State The Contractor shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) - Business Registration Division (BREG). The Certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the State Procurement Office. To obtain the certificate, the Contractor must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate. For more information regarding online business registration and the COGS is available at [.http://cca.hawaii.gov/breg/](http://cca.hawaii.gov/breg/)
- 4.11.5 Timely Submission of Certificate.** The above certificate 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, an offer otherwise responsive and responsible may not receive the award.
- 4.11.6 Verification of Compliance.** Upon receipt of compliance documents, the Judiciary reserves the right to verify their validity with the respective issuing agency. The Contractor shall maintain their compliance throughout the term of the contract.
- 4.11.7 Required Review** Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and any other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work required.
- Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the Judiciary in writing prior to the deadline for written questions as stated in the Schedule and Significant Dates. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum and mitigate reliance on a defective solicitation and exposure of proposal(s) upon which award could not be made.
- 4.11.8 Final Payment Requirements.** Pursuant to HRS §103-53, compliance documents through Hawaii Compliance Express or, submittal of tax clearance certificate will be required for final payment, if any.

## **4.12 TERM OF CONTRACT AND EXTENSION**

The contract will be for a period of twelve (12) months from July 1, 2024 through June 30, 2025 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 thirty (30) prior to the scheduled date of termination. 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 required insurance coverage and compliance documents or a HCE certificate must be submitted prior to execution of the contract.

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.

#### **4.13 Contract Execution.**

The successful Offeror receiving the award shall be required to enter into a formal written contract with the Judiciary. Compliance documents or HCE Certificate, as described in 4.11 must be submitted prior to execution of the contract. Upon execution of the contract, the Judiciary shall issue a Notice to Proceed, specifying the contract commencement date.

No work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor arising prior to the official starting date.

#### **4.14 Proposal Opening.** Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after the contract is signed by all parties.

All proposals and other material submitted by Offerors become the property of the Judiciary and may be returned only at the Judiciary's option.

#### **4.15 Client References.** Offeror shall provide the names, addresses, telephone numbers, and contact persons of five (5) companies, courts or government entities for which the Offeror has

provided services similar to those being requested in the RFP. All work for these references 20 must have been performed within the past two (2) years, preferably in the State of Hawaii. The Judiciary reserves the right to contact any and all of the listed companies to inquire about the Offeror's performance on those projects.

- 4.16 Method of Award.** The award will be made to the responsible Offeror whose proposal is determined in writing to provide the best value to the Judiciary based on the price and the evaluation criteria outlined in Section Six.
- 4.17 Performance Bond.** A performance bond is not required for this Request for Proposal.
- 4.18 Hawaii General Excise Tax License.** In accordance with Section 103-53.3, Hawaii Revised Statutes, Offeror shall submit his current Hawaii General Excise Tax I.D. number in the space provided on the Offer Form.
- 4.19 Proposal Guaranty.** A proposal guaranty is **not** required for this Request for Proposal.
- 4.20 Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and Offerors are advised that if selected, they are liable for the Hawaii General Excise Tax (GET) on all gross income at the current 4.5% rate. 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.
- 4.21 Confidentiality.** If an Offeror in good faith considers a portion of an Offer, or correspondence with the Judiciary, to contain confidential information, it shall follow the procedures set forth in Required Format and Content. Costs included or required to be included in an Offer cannot be confidential and will not be withheld from public access.

Any Offeror may request the nondisclosure of designated trade secrets or other proprietary data it considers confidential. Such request shall be in writing specifically identifying the information or material asserted to be confidential and the justification for confidential treatment. The request shall be submitted with the submission of the Offer. The information or material asserted by the Offeror to be confidential to the Offeror shall be clearly marked and be submitted in or with the Offer in such manner as to be readily separable from the Offer (or remaining portion of the Offer) to facilitate public access to and inspection of the non-confidential portion of the Offer. Total Cost proposals cannot be marked confidential.

Pursuant to HAR §3-122-58, the State will consult with the Staff Attorney regarding an Offeror's request for confidentiality of part of its Offer. The Staff Attorney shall determine what portions of the request are confidential under Law and what portions are not, in accordance with HRS Chapter 92F. The Judiciary shall communicate the Staff Attorney's determination to the Offeror in writing. If the request for confidentiality is denied in whole or in part, the information or material deemed to be non-confidential shall be made available as public information unless the Offeror appeals pursuant to HRS§ 92F-42(1).

- 4.22 Redaction by the Judiciary.** If the Judiciary determines, pursuant to HRS §92F-13, that any information or material in an Offer, any written question or submission by a Prospective Offeror, an Offeror or a Contractor, any response to any question or submission from a Prospective Offeror, Offeror or Contractor, and/or any Contract document is not required to be disclosed, then the Judiciary shall segregate, or redact, or otherwise cause any such information or material to not be made available as public information.
- 4.23 Protest Procedures.** Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective

Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Mr. Rodney A. Maile  
Administrative Director of the Courts  
South King Street, Room 206A  
Honolulu, Hawaii 96813

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further, provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the Judiciary's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the State of Hawaii electronic procurement site.

**4.24 Notice to Proceed.** Work will commence on the official commencement date specified on the Notice to Proceed.

**4.25 Insurance Requirements.** 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. Automobile liability insurance covering owned, non-owned, leased, and hired vehicles.
- 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.

Professional Liability insurance (Errors and Omissions) in the minimum amount of \$1,000,000 per claim and \$2,000,000.00 annual aggregate at the time of contract execution.

Each insurance policy required by this contract, including a Subcontractor's policy, shall contain the following clauses:

1. "The Judiciary is added as an additional insured as respects to operations performed for The Judiciary, State of Hawaii."
2. "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".

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability, and Worker's Compensation insurance policies and shall be in favor of the Judiciary.

Prior to award, the Contractor agrees to deposit with the Judiciary certificate(s) of

insurance necessary to satisfy the Judiciary that the insurance provisions of this RFP 22 have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the Judiciary during the entire term of the contract and contract extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request by the Judiciary, Contractor shall be responsible for furnishing a copy of the policy or policies.

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

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this RFP. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

**4.26 Subcontractors.** Subcontractors may be used by the Contractor in performing portions of the services in this RFP. A list of all sub-contractors shall be attached which includes the firm name and address, contact person, a complete description of work to be subcontracted, and descriptive information concerning subcontractor's organization, staffing and abilities.

In addition, a statement from each subcontractor signed by an individual authorized to legally bind the subcontractor shall be attached to the Offeror's proposal. This statement shall include the subcontractor's scope of work, willingness to perform the work and the subcontractor's qualifications.

#### **4.27 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 4.29.2 Other Special Provisions.

#### **4.28 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><b><u>Island of Oahu – First Circuit Court</u></b></p> <p>Adult Client Services Branch<br/>(ACSB) 777 Punchbowl Street,<br/>First Floor Honolulu, Hawaii<br/>96813</p> <p>Hawaii Drug Court Program<br/>777 Punchbowl Street, Second<br/>Floor Honolulu, Hawaii 96813</p> <p>Family Drug Court<br/>345 Queen Street,<br/>#302 Honolulu, Hawaii<br/>96813</p> <p>Juvenile Drug Court<br/><br/>777 Punchbowl Street, Second<br/>Floor Honolulu, Hawaii 96813</p> <p>Girls Court Program<br/><br/>777 Punchbowl Street, Second<br/>Floor Honolulu, Hawaii 96813</p> <p>Juvenile Client Services Branch<br/><br/>Family Court of the First<br/>Circuit 4675 Kapolei Parkway<br/>Kapolei, Hawaii 96707</p> | <p>Calvin J. Ung, Program Specialist<br/>Tel: 808-539-4510 Fax: 808-539-4559<br/>Email: <a href="mailto:Calvin.J.Ung@courts.hawaii.gov">Calvin.J.Ung@courts.hawaii.gov</a></p> <p>Ship to: Lei Kumagai (599-3700/441-8904)<br/>Email: <a href="mailto:Lei.M.Kumagai@courts.hawaii.gov">Lei.M.Kumagai@courts.hawaii.gov</a><br/>Invoice: Kathi Fujii</p> <p>Rachel Kaneshige, Program<br/>Administrator (Temporarily Assigned)<br/>Tel: 808-534-6603 Fax: 808-524-7391<br/><br/>Email: <a href="mailto:Rachel.L.Kaneshige@courts.hawaii.gov">Rachel.L.Kaneshige@courts.hawaii.gov</a></p> <p>Joel A. Tamayo, Program Administrator<br/>Tel: 808-534-6562 Fax: 808-538-5798<br/><br/>Email: <a href="mailto:Joel.A.Tamayo@courts.hawaii.gov">Joel.A.Tamayo@courts.hawaii.gov</a></p> <p>Valerie Lazo, Program Administrator<br/>Tel: 808-534-6154 Fax: 808-534-<br/>6161<br/>Email: <a href="mailto:Valeriann.G.Lazo@courts.hawaii.gov">Valeriann.G.Lazo@courts.hawaii.gov</a></p> <p>Louise Crum, Program Specialist<br/>Tel: 808-954-8226 Fax: 808-954-8308<br/>Email: <a href="mailto:Louise.K.Crum@courts.hawaii.gov">Louise.K.Crum@courts.hawaii.gov</a></p> |
|  |   |
| <p><b><u>Islands of Maui/Molokai and Lanai</u></b><br/><b><u>Second Circuit Court (to include Maui Drug</u></b><br/><b><u>Court)</u></b></p> <p>ACSB – Second Circuit<br/>140 Hoohana Street, Suite 103<br/>Kahului, Hawaii 96732</p>  | <p>Craig Hirayasu, Probation Administrator<br/>Tel: 808-442-3829 Fax: 808-442-3888<br/>Email: <a href="mailto:Craig.S.Hirayasu@courts.hawaii.gov">Craig.S.Hirayasu@courts.hawaii.gov</a></p>  |
| <p><b><u>Island of Hawaii – Third Circuit Court</u></b></p>  |   |



|  |   |
|--|---|
| <p>ACSB – Hilo<br/>777 Kilauea Avenue-Room A-30<br/>Hilo, Hawaii 96720</p> <p>ACSB-Kona<br/>74-5451 Kamakaeha Avenue<br/>Kailua-Kona, Hawaii 96740<br/>Tel: 808-443-2191 Fax: 808-326-9089</p> <p>Family Court Probation<br/>777 Kilauea Avenue<br/>Hilo, Hawaii 96720</p> <p>Big Island Drug Court<br/>74-5451 Kamakaeha Avenue<br/>Kailua-Kona, Hawaii 96740</p> | <p>Robert J. Calma, Probation Administrator<br/>Tel: 808-961-7620 Fax #: 808-961-7676<br/>Email: <a href="mailto:Robert.J.Calma@courts.hawaii.gov">Robert.J.Calma@courts.hawaii.gov</a></p> <p>Invoice: Robert J. Calma</p> <p>Randi Cooper, Juvenile Client Services<br/>Administrator<br/>Tel: 808-961-7685 Fax#: 808-961-7671<br/>Email: <a href="mailto:Randi.L.Cooper@courts.hawaii.gov">Randi.L.Cooper@courts.hawaii.gov</a></p> <p>Grayson Hashida, Drug Court Coordinator<br/>Tel: 808-443-2201 Fax: 808-443-2222<br/>Email: <a href="mailto:Grayson.K.Hashida@courts.hawaii.gov">Grayson.K.Hashida@courts.hawaii.gov</a></p> |
| <p><b>Island of Kauai – Fifth Circuit Court</b></p> <p>ACSB - Fifth Circuit<br/>3970 Kaana Street, Suite 304<br/>Lihue, Hawaii 96766</p> <p>Kauai Drug Court<br/>3970 Kaana Steet, Suite 300<br/>Lihue, Hawaii 96766</p>   | <p>Tori Ann Miyazaki, Probation Administrator<br/>Tel: 808-482-2429 Fax: 808-482-2652<br/>Email:<br/><a href="mailto:ToriAnn.K.Miyazaki@courts.hawaii.gov">ToriAnn.K.Miyazaki@courts.hawaii.gov</a></p> <p>Ro I. Kaing, Drug Court Coordinator<br/>Tel: 808-482-2443 Fax: 808-482-2554<br/>Email: <a href="mailto:Ro.I.Kaing@courts.hawaii.gov">Ro.I.Kaing@courts.hawaii.gov</a></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

#### 4.29 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

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.

#### **4.30 OTHER SPECIAL PROVISIONS**

**4.30.1 Termination for Cause.** Grounds for Termination. The Judiciary may, at its discretion, terminate the contract with the Contractor for any of the following reasons:

1. Contractor fails to begin the work on services under the contract or by the time specified;
2. Contractor fails to perform the work with sufficient workers, equipment, or materials to insure prompt completion of the work;
3. Contractor performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, work or services that may be rejected as unacceptable;
4. Contractor discontinues the prosecution of the work or services;
5. Contractor breaches any term of the contract;
6. Contractor become insolvent or commits any act of bankruptcy, or insolvency;
7. Contractor allows any final judgment to stand against it unsatisfied for a period of ten (10) days; and
8. Contractor makes an assignment for the benefit of creditors.

Should the Contractor, 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 of termination, shall not proceed in accordance therewith, then the Judiciary will have full power and authority, without violating the contract, to take the prosecution of the work or service 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.

#### **4.30.2 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.

#### **4.30.3 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.

#### **4.30.4 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

#### **4.30.5 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 FIVE – PROPOSAL FORMAT AND CONTENT**

One of the objectives of this RFP is to make proposal preparation easy and efficient, giving each Offeror ample opportunity to highlight its strengths, distinguishing features, and ability to meet all requirements on this RFP. When an Offeror submits a proposal, the proposal shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror identifies as necessary to successfully meet the obligations outlined in this RFP.

### **5.1 Proposal Structure and Labeling**

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point-by-point response, structured in form and reference to the RFP, addressing all requirements and the Statement of work elements.

#### Proposal Submission Instructions

Proposals must be received by the date indicated in Section 1.2 Schedule and Significant Dates through the Hawaii Electronic Procurement System (HlePRO). Proposals received after the deadline and/or through any sources other than HlePRO will be rejected.

### **5.2 Electronic Submission of Proposals**

Proposals shall be submitted and received electronically through HlePRO by the date and time listed in Schedule and Significant Dates. This electronically submitted offer shall be considered the original. Any offers received outside of the HlePRO, including faxed or e-mailed bids, shall not be accepted, or considered for award. Any offer received after the due date and time shall be rejected. (See Electronic Procurement for further information.) The maximum file size that HlePRO can accept is 100MB. Files larger than 100MB must be reduced into two or more files.

Submission of a proposal shall constitute an incontrovertible representation by the Offeror that the Offeror agrees to comply with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work

Prior to submitting a proposal, each Offeror must:

- a. Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, and any other relevant documentation.
- b. Become familiar with State, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work specified herein.

### **5.3 SUBCONTRACTORS**

The Contractor shall not delegate any duties listed in this RFP to any subcontractor other than those

listed in the RFP unless the Judiciary gives written approval. The Judiciary reserves the right to approve in advance all proposed subcontractors for this project and to require the Contractor to replace any subcontractor found to be unacceptable. The Contractor will be the sole point of contact with regard to all the contractual matters, including payment for any and all charges resulting from the contract, and will be responsible for all services whether or not the Contractor performs them.

#### **5.4 EXCEPTIONS TO RFP REQUIREMENTS/SPECIFICATIONS/PROVISION**

Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The Judiciary reserves the right to accept or not accept exceptions.

#### **5.5 CONFIDENTIAL, PROTECTED, OR PROPRIETARY INFORMATION**

All confidential, protected, or proprietary information must be included in this section of the proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing the Judiciary to the specific area of this protected Information section. If Offeror believes that any portion of its proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer should be so advised in writing and shall be furnished with justification for confidential status. Price is not considered confidential and shall not be withheld.

Information included in the Confidential, Protected or Proprietary Information section of an Offeror's proposal is not automatically accepted as protected. All information identified in the section will be subject to review by the Judiciary in accordance with the procedures prescribed by the State's open records statute, freedom of information act, or similar law.

#### **5.6 OFFEROR TO BEAR ITS OWN COST**

Each Offeror shall be responsible for all costs incurred by it prior to the Notice of Award, including, without limitation, its costs of preparing and submitting its Offer, responding to notices or requests, making Priority-Listed Offeror presentations, demonstrations, and discussions, and otherwise participating in the RFP Process.

**END OF SECTION**

## **SECTION SIX – EVALUATION CRITERIA AND CONTRACTOR SELECTION**

### **6.1 EVALUATION OF PROPOSALS**

An evaluation committee of at least three (3) qualified State employees approved by the Judiciary Head of Purchasing Agency, shall evaluate proposals for the contract. The evaluation will be based solely on Evaluation Criteria and the process described in this section

### **6.2 RIGHT TO WAIVE MINOR IRREGULARITIES**

The Judiciary in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the State do not require a comprehensive proposal rewrite. The State also reserves the right in its sole discretion to waive certain Minimum requirements provided that all of the otherwise responsive proposals fail to meet the same minimum requirements and the failure to do so does not materially affect the procurement.

### **6.3 INITIAL REVIEW AND AWARD WITHOUT DISCUSSIONS**

In the initial phase of the evaluation process, the Judiciary will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

The Judiciary reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revision, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals.

### **6.4 DISCUSSION WITH PRIORITY LISTED OFFERORS**

Prior to holding any discussions, a priority list shall be generated consisting of proposals determined to be acceptable or potentially acceptable.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to three (3) highest ranked, responsible Offerors.

The Judiciary may invite priority listed Offerors to discuss their proposals to ensure thorough, mutual understanding. The Judiciary in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in Schedule and Significant Dates. The Judiciary may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

### **6.5 BEST AND FINAL OFFERS**

If deemed appropriate by the Judiciary in its sole discretion, the State may request each Offeror to submit its BAFO. The request shall be issued via an Addendum, which will provide guidance and additional instructions. Offeror's BAFOs shall be submitted to the Judiciary through HlePRO on or before the deadline called for. If an Offeror fails to do so, its last submitted Offer shall be deemed its BAFO.

The BAFOs will be evaluated by the Evaluation Committee taking into consideration the Evaluation Criteria set forth in the Evaluation Criteria.

## 6.6 AWARD OF CONTRACT

Award shall be made to the responsible Offerors whose proposal is determined the most advantageous to the Judiciary, taking into consideration price and the other evaluation factors set forth in this request for proposals. This may result in a multiple award.

## 6.7 RESPONSIBILITY OF OFFEROR

Pursuant to HRS §103D-310(c), the selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State of Hawaii. See Special Provisions Responsibility of Offerors.

## 6.8 EVALUATION CRITERIA

The following criteria shall be used in evaluating the Offerors:

Table 1 – Evaluation Criteria

| Evaluation Category  | Point Breakdown |
|--|-----------------|
| <b>PHASE I:</b>  |                 |
| 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 product(s)   | 5               |
| Invoicing capabilities and ability to set up and maintain multiple billing accounts  | 5               |
| <b>PHASE II:</b>   |                 |
| In the second phase, only the offeror with the top three scores found to be acceptable and qualified (under the evaluation criteria) will be evaluated upon completion of the evaluation of the technical proposal | 25              |
| <b>Total Possible Points</b>   | <b>100</b>      |

## 6.9 SCORING PROCESS

The evaluation committee shall score proposals by reviewing the narrative for each of the evaluation criteria, as mentioned above. An in-depth analysis and review of all offers will be based on the criteria. The total number of points used to score this proposal shall be **100**.

Evaluators shall use a rating of 0 to 5 for each evaluation criteria. Rating is defined as follows:

- 0- The Proposal fails to address the criterion or cannot be assessed due to missing or incomplete information. Offeror has not demonstrated sufficient knowledge of the subject matter or has grossly failed to explained how the requirement(s) is met.
- 1- **Poor**. The criterion is inadequately addressed, Offeror demonstrates only a slight ability to comply, or there are serious inherent weaknesses.
- 2- **Fair**. The Proposal broadly addresses the criterion, but there are significant weaknesses. May have one or more deficiencies, or Offeror has not adequately explained how its services fit the requirement.

- 3- **Good.** The Proposal addresses the criterion well; meets the requirements. Demonstrates knowledge and understanding of the subject matter, with no deficiencies noted regarding technical approach.
- 4- **Very Good.** The Proposal addresses the criterion very well, highly comprehensive. No deficiencies noted.
- 5- **Excellent.** The Proposal successfully addresses all relevant aspects of the criterion. Excellent reply that goes beyond the requirements listed in the RFP to provide added value. In addition, the response may cover areas not originally addressed within the RFP and/or included additional information and recommendations that would prove both valuable and beneficial to the agency. The response includes a full, clear, detailed explanation of how the requirement(s) are met. No errors in technical writing.

The average of evaluator’s rating for each evaluation criteria shown in Table 1, shall be converted based on the following formula:

|                        |   |                                   |          |
|------------------------|---|-----------------------------------|----------|
| <b>Rate Achieved</b>   | X | Points Possible For That Criteria | = Points |
| Total Rating Available |   |                                   |          |

Example:

|                    |   |    |      |
|--------------------|---|----|------|
| <b>4 Very Good</b> | X | 25 | = 20 |
| 5                  |   |    |      |

|               |   |    |     |
|---------------|---|----|-----|
| <b>1 Poor</b> | X | 25 | = 5 |
| 5             |   |    |     |

Proposals that do not score **100** points overall shall not be considered for award.

**6.10 NOTICE OF AWARD**

After a final selection is made, the Judiciary will issue a notice of award(s) on its electronic procurement system (HlePRO).

**6.11 DEBRIEFING**

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the source selection decision and contract award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of the written request.

A protest by the requestor following a debriefing shall be filed within five (5) working days, as specified in HAR §103D-303(h). See Special Provisions Section Protest Procedures for submitting a protest.

**END OF SECTION**



**SECTION SEVEN – OFFER FORM  
REQUEST FOR PROPOSAL J24390**

**TO ESTABLISH A PRICELIST 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, 6<sup>th</sup> 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 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 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 twenty-four (24) month period effective July 1, 2024 through June 30, 2026, as specified herein, is hereby submitted:

A. On-site Drug Testing Kits

| Location   | Quantity | Unit Cost Per Kit         | Shipping Method/<br>Shipping Cost Per Kit | Subtotal          |
|--|----------|---------------------------|---|-------------------|
| Oahu   | 28,000   |                           |   |                   |
| Maui   | 10,000   |                           |   |                   |
| Hawaii   | 22,000   |                           |   |                   |
| Kauai  | 12,000   |                           |   |                   |
| <b>Total</b>   | 72,000   | <b>Total Bid Amount**</b> |   |                   |
| Unit price per kit for the addition of the Specimen Validity Testing [SVT] panel |          |                           |   | Unit cost per kit |
|  |          |                           |   |                   |

**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 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

| <b>Shipping Option(s) /Shipping Cost Per Kit/Delivery Time to Oahu</b><br>(Note shipping options in rows below, Specify mode of shipping) |                     |      |                     |      |                     |      |               |
|---|---------------------|------|---------------------|------|---------------------|------|---------------|
| <b>No. of Units Per Order</b>   | Option 1: (specify) |      | Option 2: (specify) |      | Option 3: (specify) |      |               |
|   | Quantity            | Cost | Delivery Time       | Cost | Delivery Time       | Cost | Delivery Time |
|   | 100                 |      |                     |      |                     |      |               |
|   | 200                 |      |                     |      |                     |      |               |
|   | 500                 |      |                     |      |                     |      |               |
|   | 1,000               |      |                     |      |                     |      |               |
|   | 2,000               |      |                     |      |                     |      |               |

| <b>Shipping Option(s) /Shipping Cost Per Kit/Delivery Time to Islands of Hawaii, Maui, Molokai and Kauai</b><br>(Note shipping options in rows below, Specify mode of shipping) |                     |      |                     |      |                     |      |               |
|---|---------------------|------|---------------------|------|---------------------|------|---------------|
| <b>No. of Units Per Order</b>   | Option 1: (specify) |      | Option 2: (specify) |      | Option 3: (specify) |      |               |
|   | Quantity            | Cost | Delivery Time       | Cost | Delivery Time       | Cost | Delivery Time |
|   | 100                 |      |                     |      |                     |      |               |
|   | 200                 |      |                     |      |                     |      |               |
|   | 500                 |      |                     |      |                     |      |               |
|   | 1,000               |      |                     |      |                     |      |               |
|   | 2,000               |      |                     |      |                     |      |               |

(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 |
|----------------------------------|-----------------------------|
|                                  |                             |
|                                  |                             |
|                                  |                             |