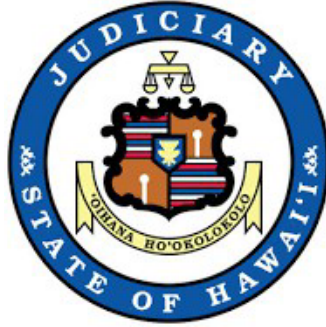




THE JUDICIARY
STATE OF HAWAII

REQUEST FOR PROPOSALS
NO. J27135

TO PROVIDE STATEWIDE DRUG
CONFIRMATION TESTING FOR
THE JUDICIARY
STATE OF HAWAII

July 2026

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ATTACHMENTS:

Proposal Form
Technical Proposal
Priced Proposal
Form SPO-081 - Hawaii Bidder - Offeror Preference Certification Form
General Conditions
Special Conditions
Procedural Requirements
Discrimination Harassment Free Workplace Policy
Standards of Conduct Declaration

THE JUDICIARY, STATE OF HAWAII
HONOLULU, HAWAII

REQUEST FOR PROPOSAL NO. J27135

RFP ADMINISTRATIVE INFORMATION

RFP Title	TO PROVIDE STATEWIDE DRUG CONFIRMATION TESTING FOR THE JUDICIARY, STATE OF HAWAII
RFP Project Description (See Specifications)	
RFP Point of Contact: (See Officer-In- Charge)	Name – Mr. Calvin J. Ung Agency Name - Judiciary Email – Calvin.J.Ung@courts.hawaii.gov
Submit proposals electronically via Hawaii Electronic Procurement System (HlePRO): (See Submission of Proposals)	Electronic Submission hiepro.ehawaii.gov
Deadline to Receive Questions: (See Schedule and Significant Dates and Electronic Submission of Questions)	July 24, 2026, 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 HlePRO. Questions must be submitted by the question deadline date.
RFP Closing Date: (See Schedule and Significant Dates)	August 19, 2026
RFP Closing Time: (See Schedule and Significant Dates)	12:00 PM, Hawai'i Standard Time (HST)
Initial Term of Contract and Renewals: (See Contract Execution and Extension)	Upon contract execution and end on June 30, 2028 With the possibility of an extension for not more than two (2) additional twelve (12) month periods.
TAKE NOTE THE MANDATORY .75% (.0075) TRANSACTION FEE TO HAWAII INFORMATION CONSORTIUM, LLC DBA TYLER 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 TYLER HAWAII.)	

SECTION ONE – INTRODUCTION

1.1 INTRODUCTION

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

The Judiciary will contract with a Contractor capable of providing drug confirmation testing services for the period upon contract execution through June 30, 2028, with the option to extend the contract for not more than two (2) additional twelve (12) month periods. The total contract period, including extensions, shall not exceed forty-eight (48) months. Contracts extended beyond the initial contract period shall be subject to appropriation and the availability of funds, satisfactory performance of services by Contractor and if deemed in the best interest of the Judiciary.

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

1.2. SCHEDULE AND SIGNIFICANT DATES

The significant dates for this project are as follows:

Deadline for Questions	July 24, 2026
Response to Written Questions	July 28, 2026
PROPOSALS DUE	August 19, 2026, 12:00 PM
Tentative Contract Award Date	August, 2026
Tentative Contract Start Date	Upon contract execution

END OF SECTION

SECTION TWO - SOLICITATION INFORMATION

2.1 GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the Judiciary 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 Offerors 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 OFFER/PROPOSALS AND OTHER MATERIALS SUBMITTED

All costs incurred by the Offeror in preparing or submitting an offer/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 Offer/Proposal. If an Offeror submits more than one Offer/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 TYLER 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 Tyler Hawaii. Tyler Hawaii shall invoice the awarded Contractor(s) directly for payment of transaction fees. Payment must be made to Tyler Hawaii within thirty (30) days from receipt of invoice. Tyler 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 consists of providing STATEWIDE DRUG CONFIRMATION TESTING FOR THE JUDICIARY. The Contractor shall provide testing for a twenty-four (24) month period, upon contract execution through June 30, 2028, with the possibility for an extension of not more than two (2) additional twelve (12) month periods, subject to appropriation and availability of funds, satisfactory performance of the services, and if deemed to be in the best interest of the Judiciary.

3.2. TECHNICAL SPECIFICATIONS

- A. The Contractor shall perform all confirmatory testing by Gas Chromatography/Mass Spectrometry (GC/MS) and/or Liquid Chromatography/Tandem Mass Spectrometry (LC/MS/MS)
- B. The Contractor shall have the capability to conduct GC/MS and/or LC/MS/MS confirmations for the following and shall list the metabolites or forms of drugs as applicable, testing for each drug category:
 - Alcohol (ETG)
 - Amphetamines /Methamphetamines/MDA/MDEA/MDMA
 - Barbiturates
 - Benzodiazepines
 - Cannabinoids
 - Cocaine
 - Fentanyl
 - Inhalants
 - Kratom
 - Lysergic Acid Diethylamide (LSD)
 - Methadone
 - Opiates
 - Phencyclidine
 - Steroids
 - Spice/K2/K3 (list compounds tested for)
- C. The Contractor shall have the capability to perform incidental special tests and shall perform these tests only upon written request of the Judiciary:

Confirmatory testing for all of the above substances on oral fluids

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

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

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

3.3. GENERAL SPECIFICATIONS

- A. Chain of Custody. Chain of custody procedures must be established by the contractor, including security for transportation of samples. All procedures must be detailed in the proposal.
- B. Supplies. The Contractor shall provide all required collection and transport supplies, including but not limited to leak proof specimen bottle and cap, chain of custody form with peel-off tamper evident security seal, leak-proof specimen pouch for specimen, shipping boxes/containers as applicable; and instructions and forms for reordering of supplies. A minimum quantity of 50 collection and transport supplies shall be required for each location of 25 or more specimens

per month at the start of the contract. Subsequent monthly supplies will be determined by the respective Officer-In-Charge.

- C. Test Results. The Contractor shall submit via email and/or FAX a written report of results on test results within forty-eight (48) hours of samples received by the laboratory for screening tests and seventy-two (72) hours of samples received or requested for confirmation tests. The report shall be transmitted to designated Judiciary staff; such designation shall be determined upon set-up of accounts. Original hard copies of faxed results shall be mailed to the appropriate departments upon request.

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

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

G. Office Location. Current pickup locations and estimated number of specimens (urine) per month to be transported are as follows:

Office Location	Contact Person	No. per month
Island of Oahu - First Circuit Court		
Adult Client Services Branch (ACSB) 777 Punchbowl Street Honolulu, Hi 96813	Calvin J. Ung, Program Specialist Tel: 808-539-4510 Fax: 808-539-4559 email: Calvin.J.Ung@courts.hawaii.gov	200
ACSB – Domestic Violence Section 777 Punchbowl Street, 2 nd Floor Honolulu, Hi 96813	Kanoelehua Nakoa, Section Administrator Tel: 808-538-5953 Fax: 808-538-5905 email: Kanoelehua.C.Nakoa@courts.hawaii.gov	30
ACSB – Women’s Court 777 Punchbowl Street, 2 nd Floor Honolulu, Hi 96813	Kanoelehua Nakoa, Section Administrator Tel: 808-538-5953 Fax: 808-538-5905 e-mail: Kanoelehua.C.Nakoa@courts.hawaii.gov	10
ACSB - ICSS 777 Punchbowl Street, 2 nd Floor Honolulu, Hi 96813	Punavaioleola Auvaa, Section Administrator Tel: 808-441-8971 Fax: 808-521-1773 email: Punavaioleola.Q.Auvaa@courts.hawaii.gov	50

ACSB - Hawaii Drug Court Program 777 Punchbowl Street, 2 nd Floor Honolulu, Hi 96813	Lei Kumagai, Drug Court Supervisor Tel: 808-441-8904 Fax: 808-441-8939 email: Lei.M.Kumagai@courts.hawaii.gov	30
ACSB-Veteran’s Treatment Court 777 Punchbowl Street, 2 nd Floor Honolulu, Hi 96813	Adam Nelson, Veteran’s Treatment Court Supervisor Tel: 808-441-8914 Fax: 808-441-8939 email: Adam.L.Nelson@courts.hawaii.gov	10
ACSB-Mental Health Court 777 Punchbowl Street, 1 st Floor Honolulu, Hi 96813	Kristin Will, Mental Health Court Supervisor Tel: 808-539-4546 Fax: 808-539-4559 email: Kristin.B.Will@courts.hawaii.gov	10
ACSB –District Court 1111 Alakea Street, 2 nd Floor Honolulu, Hi 96813	Jan Koroki-Matsumoto Tel: 808-538-5682 Fax: 808-538-5077 email: Jan.H.Koroki@courts.hawaii.gov	3
Family Treatment Court Hale Hilina’i Building 902 Alder Street, 2 nd Floor Honolulu, Hi 96814	Rachel Kaneshige, Family Treatment Court Administrator Tel: 808-534-6604 Fax: 808-538-5798 email: Rachel.L.Kaneshige@courts.hawaii.gov	2
Juvenile Drug Court Hale Hilina’i Building 902 Alder Street Honolulu, Hi 96814	Joel A. Tamayo, Section Administrator Tel; 808-534-6588 Fax: 808-538-5798 email: Joel.A.Tamayo@courts.hawaii.gov	5

Girls Court Program Hale Hilina'i Building 902 Alder Street Honolulu, HI 96814	Ranelle Hiraoka, Supervisor Tel: 808-534-6154 Fax: 808-534-6161 <u>email: ValerieAnne.G.Lazo@courts.hawaii.gov</u>	10
Juvenile Client Services Branch Hale Hilina'i Building 902 Alder Street Honolulu, HI 96814	Valerie Lazo, Program Specialist Tel: 808-954-8228 Fax: 808-954-8308 <u>e-mail: Louise.K.Crum@courts.hawaii.gov</u>	10
Island of Maui - Second Circuit Court		
ACSB – Second Circuit Kahului Office Center 140 Ho'ohana Street, Suite 103 Kahului, HI 96732	Craig Hirayasu, Probation Administrator Tel: 808-442-3829 Fax: 808-442-3888 <u>email: Craig.S.Hirayasu@courts.hawaii.gov</u>	25
Island of Molokai-Second Circuit Court	Craig Hirayasu, Probation Administrator Tel: 808-442-3829 Fax: 808-442-3888 <u>email: Craig.S.Hirayasu@courts.hawaii.gov</u>	1
Island of Lanai -Second Circuit Court	Craig Hirayasu, Probation Administrator Tel: 808-442-3829 Fax: 808-442-3888 <u>email: Craig.S.Hirayasu@courts.hawaii.gov</u>	1
Island of Hawaii - Third Circuit Court		
ACSB- Hilo 777 Kilauea Avenue, Room A30 Hilo, HI 96720	Robert Calma, Probation Administrator Tel: 808-961-7620 Fax: 808-961-7676 <u>email: Robert.J.Calma@courts.hawaii.gov</u>	12
ACSB - Waimea 65- 1230 Mamalahoa Highway, Suite B10 Kamuela, HI 96743	Robert Calma, Probation Administrator Tel: 808-961-7620 Fax: 808-961-7676 <u>email: Robert.J.Calma@courts.hawaii.gov</u>	2
ACSB- Kona 74-5451 Kamakaeha Avenue Kailua-Kona, HI 96740	Robert Calma, Probation Administrator Tel: 808-961-7620 Fax: 808-961-7676 <u>email: Robert.J.Calma@courts.hawaii.gov</u>	13
Big Island Drug Court-Kona 74-5451 Kamakaeha Avenue Kailua-Kona, HI 96740	Grayson Hashida, Drug Court Coordinator Tel: 808-443-2201 Fax: 808-443-2222 <u>email: Grayson.K.Hashida@courts.hawaii.gov</u>	12
Big Island Drug Court-Hilo 777 Kilauea Avenue, Room A30 Hilo, HI 96720	Grayson Hashida, Drug Court Coordinator Tel: 808-443-2201 Fax: 808-443-2222 <u>email: Grayson.K.Hashida@courts.hawaii.gov</u>	20
Island of Kauai - Fifth Circuit Court		
ACSB-Fifth Circuit 3970 Kaana Street, Suite 304 Lihue, HI 96766-1283	Maile Murray, Probation Administrator Tel: 808-482-2429 Fax: 808-482-2652 <u>email: Maile.P.Murray@courts.hawaii.gov</u>	30
Kauai Drug Court 3970 Kaana Street, Suite 300 Lihue, HI 96766-1283	Ikaika Macabeo, Administrator Tel: 808-482-2443 Fax: 808-482-2554 <u>email: Ikaika.K.Macabeo@courts.hawaii.gov</u>	10

- H. Estimated Confirmations. The estimated number of confirmations as specified in the REQUEST FOR PROPOSAL, shall be required per year. Drug screens will be incidental. Specimen will be generated from all islands B Oahu (First Circuit), Maui-Molokai and Lanai (Second Circuit), Hawaii (Third Circuit) and Kauai (Fifth Circuit). Judiciary shall be charged according to actual number of samples tested per month at unit Cost per Test specified in REQUEST FOR PROPOSAL. The Judiciary programs that require confirmation tests are listed and noted above in the Office Location section. During the course of this contract, the Judiciary may designate additional Judiciary Programs for this contract and reserves the right to increase or decrease the number of confirmations. The unit price per confirmation test shall remain the same for each program made part of this Contract. Monthly billings shall be adjusted accordingly.
- I. Billing. The Judiciary shall be billed for screens and confirmations per drug at the unit cost per test specified in the Proposal. Supplies, transport and reporting costs shall be included in the bill per drug rate. The Judiciary reserves the right to increase or decrease the number of tests per month without change to the bid cost per test. The Contractor shall have the capability to establish billing accounts with various departments within the Judiciary and shall be able to provide billing information on the various accounts accordingly on a monthly basis. Additional costs in excess of the Total Proposal Amount shall be paid for by the Judiciary.
- J. Training. The Contractor shall be able to provide drug confirmation training to the Judiciary staff at the Contractor's cost when requested

END OF SECTION

SECTION FOUR - SPECIAL PROVISIONS

4.1. SCOPE

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

4.2. OFFICER-IN-CHARGE

Mr. Saifoloi V. L. Aganon, 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 or fax (808) 539-4559.

4.3. PROCUREMENT PROCEDURE

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

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

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

4.4. TECHNICAL PROPOSAL AND PRICED PROPOSAL DUE DATES

The Technical Proposal and Priced Proposal shall be submitted THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HiePRO), the Total Lump Sum Bid Price shall be entered in HiePRO and attach Section Five "PROPOSAL FORM" and other required documents as specified in this solicitation, all no later than at the time and due date indicated on HiePRO, (<https://hiepro.ehawaii.gov/welcome.html>).

4.5. SUBMISSION OF PROPOSALS

The Technical Proposal and Priced Proposal shall be submitted THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HiePRO).

Proposer bears responsibility for transmission. Proposers who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the purchasing agency and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit documents by electronic means, Proposers assume all risk that a purchasing agency's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

A. Phase One – Technical Proposal

1. All proposers who submit a Proposal will be required to complete a minimum of five (5) random confirmation tests. The proposers will be required to:

Provide sample transport materials

- Chain of custody forms
- Conduct confirmation testing as requested
- Allow and Coordinate limited web-based reporting system for specimen submitted
- Provide email and/or faxed report on submitted specimen to Calvin J. Ung at (808) 539-4510 email: Calvin.J.Ung@courts.hawaii.gov.
- Allow transfer of specimen to alternate laboratory for further testing if necessary.
- Billing format & information

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

Evaluation Criteria	Score
Completeness & conformance to bid specifications	50
Efficiency and ease of utilizing transport methods and materials	10

Efficiency and speed of access to test results	10
Completeness of report format	10
Content and Ease of accessing and utilizing electronic/web based results reporting system	10
Security of data contained in computer based reporting system	5
Invoicing capabilities and ability to set up and maintain multiple testing and billing accounts	5
Total Score	100

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

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

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

4.6. PROPOSER QUALIFICATION

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

4.7. HAWAII BIDDER AND OFFEROR PREFERENCE

In accordance with HRS §103D-302 (or HRS §103D-303), the Hawaii bidder (or offeror) preference is applicable to this solicitation, for evaluation purposes only. Bidders (or offerors) desiring to qualify for the five per cent (5%) preference shall submit a completed Hawaii Bidder/Offeror Preference Certification Form (Form SPO-081) with each bid (or proposal) at or before the time set for receipt of bids (or proposals). Certifications submitted for previous or other solicitations will not be accepted.

4.8. PROPOSAL PREPARATION

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

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

- c. Wage Certificate A Wage Certificate is NOT required for this Request for Proposal.
- d. Tax Liability Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET). If however, a Proposer is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Proposer shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

4.9. CONTRACT AWARD

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

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

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

- A. Estimated No. of confirmation tests per year is 7,788 (statewide)
- B. Cost per confirmation test

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

- A. Requirement for Award.** To be eligible for award, the successful proposer will be contacted to submit copies of the documents listed below to demonstrate compliance with the requirements of ' 103D-310 (c), HRS:

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

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

B. Timely Submission of all Certificates

The above certificates should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, a contract may not be awarded.

C. Insurance

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 per accident or \$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 insurance shall maintain coverage for all Owned, Non-Owned and Hired Automobiles. If Contractor does not own autos, they must maintain Hired & Non-Owned Auto Liability. This can be part of a general liability policy if they do not have their own 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.

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, each insurance policy required by contracts, shall contain the following clauses:

- a. The Judiciary, State of Hawai'i is added as an additional insured as respects to operations performed for The Judiciary, State of Hawai'i (if available).
- b. It is agreed that any insurance maintained by The Judiciary, State of Hawai'i 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 proposer shall provide proof of coverage of insurance requirements set forth under this section.

4.10. CONTRACT EXECUTION AND EXTENSION

Successful Proposer receiving the award shall be required to enter into a formal written contract for a period of twenty-four (24) months commencing upon contract execution through June 30, 2028. The contract shall be enforceable only to the extent that funds have been certified and are available of the purchase of the identified services. Unless terminated, and subject to availability of funds, the contract may be extended by the Judiciary for not more than two (2) additional twelve (12) month periods, past the initial period covered by this RFP. An extension may be made upon mutual agreement in writing at least thirty (30) days prior to expiration. The contract may be extended provided the compensation rate is lower, remains the same as the previous year's compensation rate, or is negotiated and mutually agreed upon by each party and shall not increase more than 5% of the unit price(s) and under the same terms and conditions specified herein.

If option to extend is mutually agreed upon, Contractor shall be required to execute an Amendment to Agreement. Any contract extension must be executed by the Contractor on less than twenty (20) days prior to the scheduled date of termination, otherwise the requirement must rebid. All contract extensions are subject to the availability of funds.

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

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

4.11. 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.

4.12. REMOVAL OF EMPLOYEES

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

4.13. INSPECTIONS

All testing and related procedures shall be subject to inspection and approval by the Officer-In-Charge or a representative of the Judiciary so as to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications and Special Provision. The Officer-In-Charge may require additional information as necessary to maintain a record of the service rendered.

4.14. INVOICING AND PAYMENT

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

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

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

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

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

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

For tests conducted in excess of the monthly estimations, a separate detailed invoice is required. Invoice items shall be listed by type of test and shall specify the number of tests completed and associated costs. All costs shall be at the specified unit cost per confirmation test, as listed on the Proposal.

Section 103-10, H.R.S. provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or performance of the services to make payment. For this reason, the Judiciary shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, H.R.S., as amended. The Judiciary will not recognize any requirement established by the Contractor and communicated to the Judiciary after award of the contract, which requires payment within a shorter period or interest payment not in conformance with Statute.

4.15. 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.

4.16. OTHER SPECIAL PROVISIONS

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

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

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be off set from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

4.16.2. 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.

4.16.3. 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 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.

4.16.4. Cancellation of Solicitation and Rejection of Proposals

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

4.16.5. 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 FIVE – PROPOSAL FORM

REQUEST FOR PROPOSAL NO. J27135

**TO PROVIDE STATEWIDE DRUG CONFIRMATION TESTING
FOR THE JUDICIARY, STATE OF HAWAII**

Proposer: _____

Honolulu, Hawai'i

_____, 2026

Financial Services Director
The Judiciary, State of Hawai'i
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawai'i 96813

Dear Financial Services Director:

The following offer is made to provide the goods and service indicated in the following proposal schedule to the Judiciary, State of Hawai'i, at the location(s) required in the specifications, all according to the true intent and meaning of the specifications hereinafter contained.

The undersigned states that he/she has carefully read and understands the terms and conditions specified in the proposal, the Specifications and Special Provisions attached hereto, and in the General Conditions dated October 2023 by reference made a part hereof and available upon request, for this contract, and that the Financial Services Administrator reserves the right to reject any or all bids and to waive any defects when in his/her 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 proposes to TO PROVIDE STATEWIDE DRUG CONFIRMATION TESTING FOR THE JUDICIARY, STATE OF HAWAII, in strict compliance with the Agreement, Specifications, Special Provisions, and General Conditions dated October 2023 and Procedural Requirements dated May 2003 by reference made a part hereof and available upon request, for the Total Bid Price of:

_____ Dollars (\$_____)

NOTE: THIS AMOUNT SHALL BE ENTERED INTO HIEPRO AS THE TOTAL LUMP SUM BID PRICE.

The undersigned represents: **(Check $\sqrt{\hspace{0.5em}}$ one only)**

☐ A **Hawai'i Business** incorporated or organized under the State of Hawai'i; **OR**

☐ A **Compliant Non-Hawai'i business** not incorporated or organized under the laws of the State of Hawai'i, but registered at the State of Hawai'i Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawai'i and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation _____

Proposer is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other

If Proposer is a "dba" or a "division" of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Federal I.D. No. _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (**Hawai'i street address**): _____

City, State, Zip Code _____

Email Address: _____

Date: _____

Respectfully submitted,

Telephone No.: _____

(x) _____
Authorized Original Signature

Fax No.: _____

Name and Title (Please Print)

TECHNICAL PROPOSAL
REQUEST FOR PROPOSAL NO. J27135

**TO PROVIDE STATEWIDE DRUG CONFIRMATION TESTING
FOR THE JUDICIARY, STATE OF HAWAII**

Name & Address of Laboratory

Contact:

Phone/FAX:

Email:

- I. Chain of Custody Procedure
- II. Specify/List Type of Screening Test(s) to be used
- III. Specify/List type of Confirmation and/or Specialty Test(s) to be used
- IV. List the limit(s) of quantitation for confirmatory testing
- V. Detail Procedures of validity testing if abnormalities are indicated
- VI. Provide verification of Certification(s) and current review of laboratory
- VII. All proposers who submit an offer will be required to complete a minimum of five (5) random confirmation tests. The cost of the confirmation tests will be charged to the Judiciary. The proposers will be required to:
 - Provide sample transport materials
 - Chain of custody forms
 - Conduct confirmation testing as requested
 - Allow and Coordinate limited web-based reporting system for specimen submitted
 - Provide email and/or faxed report on submitted specimen to . Calvin J. Ung at (808) 539-4510; email: Calvin.J.Ung@courts.hawaii.gov
 - Allow transfer of specimen to alternate laboratory for further testing if necessary.
 - Billing format & information

PRICED PROPOSAL
REQUEST FOR PROPOSAL NO. J27135

**TO PROVIDE STATEWIDE DRUG CONFIRMATION TESTING
FOR THE JUDICIARY, STATE OF HAWAII**

The following proposal is hereby submitted for the twenty-four (24) month period upon contract execution to June 30, 2028.

I. Proposal prices

		Estimated # of Tests(A)	Estimated price (B)	Estimated Price (A x B) = (C)
1	Upon contract execution to June 30, 2027			
2	July 1, 2027 to June 30, 2028			
	Estimated Total Amount (C1 + C2)			

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

II. Supplemental/ Additional Costs & Fees

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

Fentanyl	\$	\$	\$
Lysergic Acid Diethylamide (LSD)	\$	\$	\$
Methadone	\$	\$	\$
Opiates	\$	\$	\$
Phencyclidine	\$	\$	\$
Steroids	\$	\$	\$
Spice/K2	\$	\$	\$ \$
Special Stereo differentiation (D & L Isomer) 6 MAM	\$	\$	
Monoacetylmorphine (6-MAM)	\$	\$	
Inhalants (new requirement)	\$	\$	\$

Proposed Expert Witness Fees & Rejected Specimen Fee

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

III. Contractor Information

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

A. Laboratory & Contact Information

Laboratory Address	
Contact	Phone No.
email	Fax

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

C. Joint Contractors/Subcontractors

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

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

Subcontractor Name	Address	Phone/Fax/email

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

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

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

_____ Attached _____ Not attached

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

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

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

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

_____ There are no exceptions

_____ The following is our list of deficiencies:

END OF SECTION