The Judiciary
State of Hawai`i

Invitation for Bid
IFB J28030

TO PROVIDE STATEWIDE SAMPLE COLLECTION, INITIAL DRUG SCREENING & CONFIRMATION TESTING FOR THE JUDICIARY, STATE OF HAWAI'I

DIRECT QUESTIONS OR ISSUES RELATING TO THE ACCESSIBILITY OF THIS IFB (INCLUDING THE ATTACHMENTS AND EXHIBITS AND ANY OTHER DOCUMENT RELATED TO THIS IFB) AND REQUESTS FOR ACCOMMODATIONS FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS IFB TO:

MS. BRIDGETTE BENNETT
EMAIL: bridgette.m.bennett@courts.Hawai'i.gov

NOVEMBER 2026

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ATTACHMENTS
General Conditions
Procedural Requirements
Discrimination Harassment Free Workplace Policy
Standards of Conduct Declaration
JUD Preference Certification Form JUD-081

THE JUDICIARY, STATE OF HAWAI`I
HONOLULU, HAWAI`I
INVITATION FOR BID J28030

IFB ADMINISTRATIVE INFORMATION

IFB Title	**STATEWIDE SAMPLE COLLECTION, INITIAL DRUG SCREENING AND CONFIRMATION TESTING SERVICE FOR THE JUDICIARY, STATE OF HAWAI'I**
IFB Project Description	See Section Three - Specifications
IFB Point of Contact: (Officer-In-Charge)	Name – Bridgette Bennett / Kyle Suan Agency Name - Judiciary Email – bridgette.m.bennett@courts.Hawai'i.gov Email: kyle.b.suan@courts.hawaii.gov
Submit offers electronically via Hawai`i Electronic Procurement System (HIePRO): (See Electronic Submission of Offers)	Electronic submissions shall only be accepted through HIePRO. (hiepro.eHawai'i.gov)
Deadline to Receive Questions: (See Schedule and Significant Dates and Electronic Submission of Questions)	**Friday, November 6, 2026, 10:00 A.M. Hawai`i 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.
IFB Closing Date: (See Schedule and Significant Dates)	**Monday, November 23, 2026**
IFB Closing Time: (See Schedule and Significant Dates)	12:00 P.M. Hawai`i Standard Time (HST)
Initial Term of Contract and Renewals: (See Period of Performance)	July 1, 2027, to June 30, 2029 Upon mutual agreement, the contract may be extended for two (2) additional 12-month renewal periods, or parts thereof.
TAKE NOTE THE MANDATORY .75% (.0075) TRANSACTION FEE TO HAWAI'I INFORMATION CONSORTIUM, LLC DBA NIC HAWAI`I IS BASED ON SALES FOR AWARDS MADE IN HIEPRO. (DETAILED IN SECTION 2.2 ELECTRONIC PROCUREMENT AND SECTION 2.11 PAYMENT TO HAWAI'I INFORMATION CONSORTIUM, LLC DBA TYLER HAWAI'I.)	

SECTION ONE - INTRODUCTION

1.1 INTRODUCTION

The Judiciary, State of Hawai‘i, is requesting competitive sealed offers from qualified applicants To Provide Statewide Sample Collection, Initial Drug Screening & Confirmation Testing. Offers will be received electronically only THROUGH THE STATE OF HAWAI‘I ELECTRONIC PROCUREMENT SYSTEM (HIePRO) at https://hiepro.eHawai‘i.gov/welcome.html up to and will be opened at the date and time indicated in HIePRO

1.2 SCHEDULE AND SIGNIFICANT DATES

The significant dates for this project are as follows:

BIDS DUE	**November 23, 2026, at 12:00 PM HST**
Tentative Contract Award Date	December 2026 / January 2027
Tentative Contract Start Date	July 2027

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 Hawai‘i. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Hawai‘i.

2.2. ELECTRONIC PROCUREMENT

The Judiciary has established the Hawai‘i State eProcurement (HIePRO) 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 HIePRO. Registration information is available at the State Procurement Office (SPO) website: https://hiepro.eHawai‘i.gov/welcome.html, select HIePRO Vendor Registration and then Vendor Registration Guide.

The Judiciary will use HIePRO to issue the IFB, receive Offers, and issue Addenda to the IFB. Addenda and the other information and materials shall be provided by the Judiciary through HIePRO, 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 IFB 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 HIePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed $5,000 for the total contract term.

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

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

2.3. IFB ADDENDA

Changes to this IFB 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 Hawai‘i State eProcurement System (HIePRO) to obtain IFB addenda or other information relating to the IFB.

2.4. QUESTIONS REGARDING IFB CONTENTS

If a Prospective Offeror believes that any provision of the IFB is unclear, potentially defective, or would prevent from providing a meaningful Offer, the Offeror shall submit questions regarding this solicitation through HIePRO 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 IFB 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 IFB.

2.5. ELECTRONIC SUBMISSION OF QUESTIONS

All questions must be submitted through the Hawai'i State eProcurement System (HIePRO). Questions must be submitted by the question deadline date and time shown in Schedule and Significant Dates. Answers will be given via the Hawai'i State eProcurement System (HIePRO) 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 BID REJECTION

The Judiciary reserves the right to cancel this IFB and to reject any and all bids 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 IFB, including proposed prices and/or fees, will be considered firm for 90 days from the bid due date.

2.8. RIGHT TO ACCEPT ALL OR PORTION OF BIDS

Unless otherwise specified in the solicitation, the Judiciary may accept any item or combination of items as specified in the solicitation or of any bid unless the Offeror expressly restricts an item or combination of items in its Bids and conditions its response on receiving all items for which it provided a bid. If the Offeror restricts its Bid, 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 BIDS AND OTHER MATERIALS SUBMITTED

All costs incurred by the Offeror in preparing or submitting a bid shall be the Offeror's sole responsibility whether any award results from this IFB. The Judiciary shall not reimburse such costs. All bids become the property of the State of Hawai‘i.

2.10. ADDITIONAL INFORMATION

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

2.11. PAYMENT TO HAWAI‘I INFORMATION CONSORTIUM, LLC DBA TYLER HAWAI‘I

A mandatory .75% (.0075) transaction fee is charged to the awarded Contractor(s) based on the awarded amount. HlePRO is administered by Hawai‘i Information Consortium, LLC dba Tyler Hawai‘i. Hawai‘i Information Consortium, LLC shall invoice the awarded Contractor(s) directly for payment of transaction fees. Payment must be made to Hawai‘i Information Consortium, LLC within thirty (30) days from receipt of invoice. Hawai‘i Information Consortium, LLC 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

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

Panel I:

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

Panel II:

a	Alcohol
b	Amphetamines/ Methamphetamine (MDA/MDMA)
c	Barbiturates
d	Benzodiazepines
e	Cocaine
f	Cannabinoid
g	Fentanyl
h	Methadone
i	Opiates
j	Phencyclidine

3.2. SAMPLE COLLECTION

Sample collection shall be conducted on all persons referred to the CONTRACTOR by the JUDICIARY Courts of the First Circuit (O‘ahu), Second Circuit (Maui), Third Circuit (Hawai‘i), and Fifth Circuit (Kaua‘i).

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

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

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

3.3. INITIAL DRUG SCREENING

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

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

3.4. CONFIRMATION TESTING

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

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

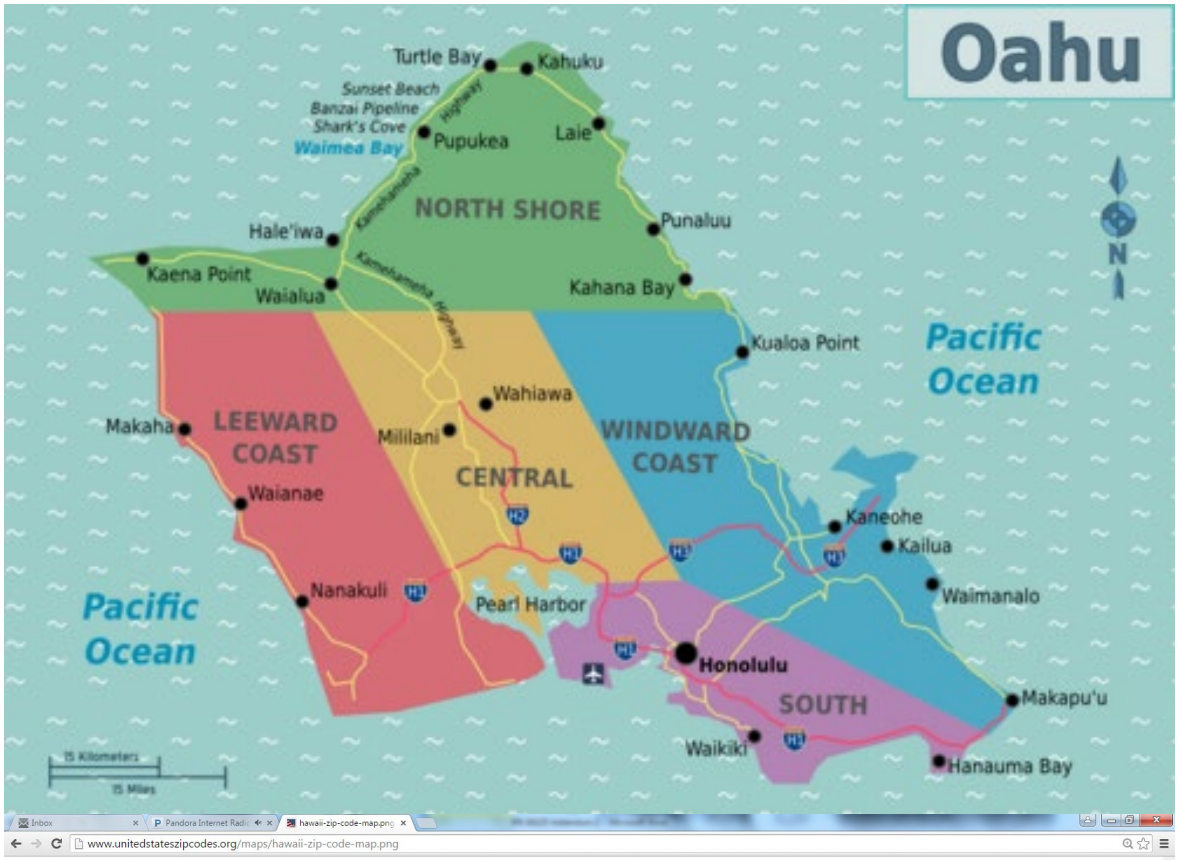
3.5. FACILITIES

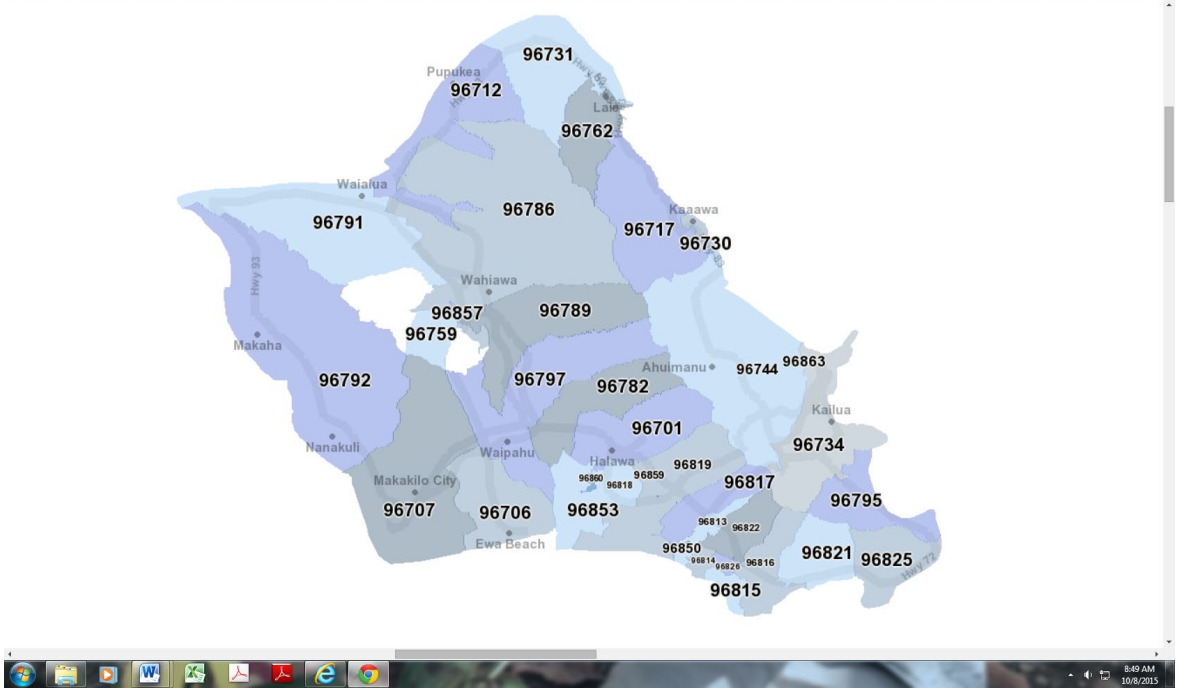
CONTRACTOR shall make available sample collection facilities within close proximity of the Judiciary buildings and other locations on each island listed in these Bid Specifications. (Note: Collection of Molokai or Lanai samples, if any, may be arranged and negotiated by Judiciary with CONTRACTOR on a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

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

TESTING LOCATIONS	MINIMUM NUMBER OF TESTING LOCATIONS
OAHU	
Honolulu * One Testing Location must be an after-hours site.	5
Central	1
Leeward	2
Windward	2
OAHU TOTAL	**10**
BIG ISLAND	
Hilo	1
Kona	1
Waimea	1
BIG ISLAND TOTAL	**3**
MAUI	
Kahului	1
Wailuku	1
MAUI TOTAL	**2**
KAUAI	
Lihue	1
KAUAI TOTAL	**1**
MOLOKAI	**1**
LANAI	**1**
TOTAL TESTING LOCATIONS	**18**

Please see below maps for clarification regarding definition of Leeward, Central and Windward for Oahu.


Oahu
Turtle Bay
Kahuku
Sunset Beach
Banzai Pipeline
Shark's Cove
Waimea Bay
Pupukea
Laie
NORTH SHORE
Punaluu
Hale'iwa
Kaena Point
Waialua
Kahana Bay
Kualoa Point
Pacific Ocean
Wahiawa
Makaha
LEEWARD COAST
Mililani
CENTRAL
WINDWARD COAST
Waianae
Kaneohe
Kailua
Waimanalo
Nanakuli
Pearl Harbor
Honolulu
SOUTH
Makapu'u
Waikiki
Hanauma Bay
15 Kilometers
15 Miles
N
www.unitedstateszipcodes.org/maps/hawaii-zip-code-map.png


96731
Pupukea
96712
Laie
96762
Waialua
96786
Kaaawa
96791
96717
96730
Wahiawa
96857
96789
96759
Makaha
96792
96797
96782
Ahuimanu
96744
96863
Kailua
96701
96734
Nanakuli
Waipahu
Halawa
96819
96860
96859
96818
96817
Makakilo City
96795
96707
96706
96853
96813
96822
Ewa Beach
96850
96821
96825
96814
96826
96816
96815

3.6. TEST RESULTS

CONTRACTOR shall submit via email or FAX a written report on test results of samples within seventy-two (72) hours of sample submission. The report shall be submitted to Officer-in-Charge, or their representative, and shall be in a format acceptable to Officer-in-Charge. Original hard copy of faxed test results shall be mailed to appropriate Circuits after being faxed. If results are not submitted within the seventy-two (72) hour period specified herein, provision on liquidated damages shall be applicable.

Samples which test positive shall be made available to defense counsel in a timely manner for independent testing, when requested in writing by counsel. Upon receipt of such requests, the appropriate Circuit shall inform the Prosecuting Attorney's Office and defense counsel to make proper arrangements with CONTRACTOR. Strict chain-of-custody procedures are to be followed at all times. Any problems shall immediately be reported to Officer-in-Charge. Sample shall be returned to CONTRACTOR for storage upon completion of testing.

CONTRACTOR shall provide written documentation confirming positive test results when requested by the officer in cases which are taken back to court.

3.7. 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.

3.8. PICK-UP AND DELIVERY

JUDICIARY, First Circuit: Sample collection shall be done at CONTRACTOR's own facility.

CONTRACTOR shall provide **daily delivery of results** to:

First Circuit, Family Court
Bridgette Bennett
Kyle Suan
4675 Kapolei Parkway
Kapolei, Hawai‘i 96707,
Telephone 808-954-8221 or 808-954-8275
Fax 808-954-8308

between 8:00 a.m. and 4:30 p.m., and upon request. CONTRACTOR must be able to conduct tests and provide test results seven days a week. Screening and confirmation test results shall be conducted and reported within seventy-two (72) hours of sample submission.

If results are not submitted within the seventy-two (72) hour period as specified, provision on liquidated damages will be applicable.

JUDICIARY Second, Third and Fifth Circuits: CONTRACTOR shall pick up samples at CONTRACTOR's designated collection sites. Specific times of pick-up and delivery shall be coordinated with Officer-in-Charge. Results shall be delivered to the following addresses:

For Maui, Moloka‘i & Lāna‘i
JUDICIARY, 2nd Circuit
David “Kawika” Ortiz
2145 Main Street, Suite 206
Wailuku, Hawai‘i 96793-1679
Telephone: 808-244-2792
Fax: 808-244-2870

For Hawai‘i
JUDICIARY, 3rd Circuit
Kathy Nacis
777 Kilauea Avenue. Suite A01
Hilo, Hawai‘i 96720-4212
Telephone: 808-961-7674
Fax: 808-961-7671

For Kaua‘i
JUDICIARY, 5th Circuit
Alexandra Thompson
3970 Kaana Street, Suite 305
Lihue, Hawai‘i 96766-1283
Telephone: 808-482-2316
Fax: 808-482-2510

The provisions for delivery of results and conducting tests as stated for the Judiciary, First Circuit applies for the Second, Third, and Fifth Circuits.

3.9. CHAIN-OF-CUSTODY

Chain-of-custody procedures must be established by CONTRACTOR, including security equipment for transportation of samples. All procedures shall be submitted to and approved by Officer-in-Charge.

3.10. STORAGE

CONTRACTOR shall provide secure storage of all positive samples for a minimum period of six (6) months unless notified in writing, by the JUDICIARY.

Upon request by the JUDICIARY, CONTRACTOR shall make positive samples available for reconfirmation testing by an independent laboratory in the event a client wants to have an independent laboratory test the specimen.

END OF SECTION

SECTION FOUR - SPECIAL PROVISIONS

4.1. SCOPE

Work included in this contract shall consist of PROVIDING STATEWIDE SAMPLE COLLECTION, INITIAL DRUG SCREENING AND CONFIRMATION TESTING for The Judiciary, State of Hawai'i, as specified herein, and shall be in accordance with these Special Provisions, the attached Specifications, General Conditions and Procedural Requirements.

4.2. OFFICER-IN-CHARGE

The following individuals, acting either directly or through authorized representatives, are designated Officers-in-Charge:

OFFICER-IN-CHARGE	DIVISION	PHONE NO.
Bridgette Bennett Kyle Suan	1st Circuit - Oahu	808.954.8221 808.954.8275
David "Kawika" Ortiz	2nd Circuit – Maui	808.244.2792
Kathy Nacis	3rd Circuit – Hilo	808.961.7674
Alex Thompson	5th Circuit – Kauai	808.482.2316

4.3. TERM OF CONTRACT

CONTRACTOR shall enter into a contract to PROVIDE STATEWIDE SAMPLE COLLECTION, INITIAL DRUG SCREENING AND CONFIRMATION TESTING for the JUDICIARY Courts for a period of twenty-four (24) months commencing on July 1, 2027, through June 30, 2029. 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 without rebidding, 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 the increase in amount will be no more than 5% of the contracted compensation rate.

If option to extend is mutually agreed upon, CONTRACTOR shall be required to execute an Amendment to Agreement.

4.4. OFFEROR QUALIFICATION

Experience
OFFEROR will list at least three references other than Judiciary, for whom OFFEROR has performed services of a similar nature and volume of services 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.

Licensing
OFFEROR shall submit copies of all licenses and accreditations required to conduct toxicology testing in the State of Hawai'i.

4.5. BID PREPARATION

Legal Name
CONTRACTOR is requested to submit its bid under its exact legal name as registered at the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of contract.

Bid Quotation
Bid prices shall include all applicable taxes, costs to provide sample collection, initial drug screening, confirmation testing, FAX and delivery of written test results as detailed in Specifications, and all expenses necessary to provide services during duration of contract.

OFFER FORM Item "Collection Costs"
CONTRACTOR shall state standard fee to be charged per test on each island. In addition to standard fee, in "Additional Cost/Test" section, bidder shall state its additional charges (e.g. courier service) for outer island tests.

OFFER 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 (ex. 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.)

Contract Bond
A Contract Bond is NOT required for this INVITATION FOR BID.

Wage Certificate
A Wage Certificate is NOT required for this INVITATION FOR BID.

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 Hawai'i General Excise tax (G.E.T.). If, however, a CONTRACTOR is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, CONTRACTOR shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

4.6. SUBMISSION OFFER

Offerors shall submit their Total Lump Sum Bid Price **THROUGH THE STATE OF HAWAI'I ELECTRONIC PROCUREMENT SYSTEM (HIePRO) and** attach scanned Section 5 "OFFER 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.eHawai'i.gov/welcome.html).**

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

OFFERS RECEIVED AFTER THE ABOVE DATE AND TIME SPECIFIED SHALL NOT BE ACCEPTED AND SHALL BE RETURNED TO THE CONTRACTOR UNOPENED.

4.7. AWARD

Award, if any, shall be made to the responsive and responsible bidder submitting the lowest TOTAL 24 MONTH BID AMOUNT. This is an estimate of the total contract amount; actual Payments to CONTRACTOR shall be based on actual quantity of tests performed at "COST/TEST" unit bid prices stated in OFFER FORM.

4.7.1 Requirement for Award. To be eligible for award, the successful OFFERER/CONTRACTOR 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 Hawai'i

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

A. 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**.**

B. 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.

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 bodily injury per person, $1,000,000 bodily injury per accident, and $1,000,000.00 property damage per accident.

c) Workers' Compensation and Employer's Liability. Part A – Statutory. Part B, Employers Liability

$100,000.00 each accident/$100,000.00 disease each employee/$500,000.00 disease policy limit.

The CONTRACTOR will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration. Furthermore, The Judiciary shall be added as an additional insured as respects to operations performed for The Judiciary, State of Hawai'i, and 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 the remedies provided in this contract for a default of the CONTRACTOR.

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

4.8 . CONTRACT EXECUTION AND EXTENSION

Successful CONTRACTOR receiving the award shall be required to enter into a formal written contract. The contract shall be enforceable only to the extent that funds have been certified and are available for the purchase of the identified services. If the option to extend for an additional period is mutually agreed upon, the CONTRACTOR shall be required to execute a supplement to the contract. Any contract extension must be executed by the CONTRACTOR at least thirty (30) days prior to expiration, otherwise the requirement must be rebid. The contract may be extended provided the compensation rate is lower, remains the same as the previous year's compensation rate, or is negotiated and mutually agreed upon by each party. At the time of the extension, increases will be considered if the increase is for not more than 5% per test. Changes to the cost per test must be mutually agreed upon in writing and submitted with the request for contract extension. All contract extensions are subject to the availability of funds.

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

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

No work is to be undertaken by the CONTRACTOR prior to the commencement date. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to starting date.

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

4.9. SUBCONTRACTING

The CONTRACTOR shall not delegate any duties listed in this IFB to a SUBCONTRACTOR unless given written approval by the Financial Services Director. The Judiciary reserves the right to approve SUBCONTRACTORs and

to require the primary CONTRACTOR to replace a SUBCONTRACTOR(s) found to be unacceptable. SUBCONTRACTOR's facilities, at which samples are collected, must be capable of taking payment for the primary CONTRACTOR. The primary CONTRACTOR will be the sole point of contact regarding 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.

4.10. REMOVAL OF CONTRACTOR'S EMPLOYEE

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

4.11. INSPECTION

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

4.12. INVOICING AND PAYMENT

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

The Judiciary **First Circuit Court** Bridgette Bennett Kyle Suan 4675 Kapolei Parkway Kapolei, Hawai'i 96707	The Judiciary **Second Circuit Court** Paul Petro Fiscal Office 2145 Main Street Wailuku, Hawai'i 96793-1679
The Judiciary **Third Circuit Court** Hattie Embernate Fiscal Office 777 Kilauea Avenue Hilo, Hawai'i 96720 -4212	The Judiciary **Fifth Circuit Court** Shirley Moriguchi Fiscal Office 3970 Kaana Street, 205 Lihue, Hawai'i 96766-1283

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

Section 103-10, H.R.S. provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or performance of the services to make payment. For this reason, the Judiciary shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, H.R.S., as amended.

Judiciary will not recognize any requirement established by the CONTRACTOR and communicated to the Judiciary after award of the contract, which requires payment within a shorter period or interest payment not in conformance to Statute.

4.13. COMPLIANCE WITH LAWS

CONTRACTOR shall observe, perform, and comply with all laws, statutes, ordinances, rules and regulations of the United States Government, the State of Hawai‘i, 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.

4.14. OTHER SPECIAL PROVISIONS

4.14.1. Termination for Cause:

If the CONTRACTOR:

1. Fails to begin the work or services under the contract within or by the time specified.

2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.

3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.

4. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.

5. Discontinues the prosecution of the work or services.

6. Otherwise breaches any term of the contract.

7. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency.

8. Allow any final judgment to stand against him unsatisfied for a period of ten (10) days.

9. Make an assignment for the benefit of creditors.

10. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the CONTRACTOR of such delay, neglect, or default.

If the CONTRACTOR within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the CONTRACTOR, and to use such methods 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 offset from any monies due or which would or might have become due to the CONTRACTOR having the CONTRACTOR completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contract shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand, therefore.

4.14.2. Termination for Lack of Funds

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

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

4.14.3. Liquidated Damages

Failure to complete the services described in the contract within the time proposed will cause damage to the Judiciary. The amount 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 to 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.

4.14.4. Rights and Remedies for Default

In the event the CONTRACTOR fails, refuses or neglects to perform any of the services in accordance with the requirements of these Special Provisions and the Specifications herein, in addition to the recourses stated in the General Conditions, the Judiciary reserves the right to purchase in the open market, a corresponding quantity of services specified herein and to deduct from any moneys due or that may thereafter become due to the CONTRACTOR, the difference between the price named in the contract and the actual cost thereof to the Judiciary. In case any money due 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.

4.14.5. Cancellation of Solicitation and Rejection of Offers

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

4.14.6. Conflicts and Variations

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall be controlled. 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 - OFFER FORM

INVITATION FOR BID J28030
TO PROVIDE STATEWIDE SAMPLE COLLECTION
INITIAL DRUG SCREENING AND CONFIRMATION TESTING FOR
THE JUDICIARY, STATE OF HAWAI'I

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 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 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, Hawai'i Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby submits the following offer to PROVIDE STATEWIDE SAMPLE COLLECTION, INITIAL DRUG SCREENING AND CONFIRMATION TESTING FOR THE JUDICIARY, STATE OF HAWAI'I 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 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, is or shall be registered at the State of Hawai‘i Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawai‘i

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 LD. No.:_____

Hawai‘i 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 _____

Respectfully submitted,

_____

Authorized Signature (Original)

_____

Name and Title (Please Type or Print)

_____

Exact Legal Name of Company (Offeror)

_____

Date

_____

Telephone No

_____

E-mail Address

I. **The following offer for the twenty-four (24) month period effective July 1, 2027, through June 30, 2029, as specified herein, is hereby submitted:**

TYPE OF ACTION	EST # OF TESTS (A)	YEAR # 1 TEST COST (B)	YEAR # 1 BID AMT (C) A x B = C	EST # OF TESTS YEAR 2 (G)	YEAR # 2 TEST COST (D)	YEAR # 2 BID AMT (E) G x D = E	TOTAL BID AMT C + E = (F)
Collection Oʻahu	350	-	-	350	-	-	-
Collection Maui	275	-	-	275	-	-	-
Collection Hawaiʻi	25	-	-	25	-	-	-
Collection Kauaʻi	50	-	-	50	-	-	-
Screening Panel I	225			225			
Screening Panel II	475			475			
Confirmation	300			300			
Additional cost test (if any) for:							
TOTAL BID AMOUNT							

NOTE: Bid amount shall include all applicable taxes and expenses (including all shipping and related transportation costs from sample pick up through delivery of hard copy results. TOTAL 24-month BID AMOUNT should agree with Bid amount shown on page 1 of the Bid Offer. Be advised that all contracts are subject to the availability of funds.

****ENTER TOTAL BID AMOUNT INTO HIEPRO****

II. **Proposed Expert Witness Fees for Court Hearings**

1	Actual Court Time (Per Hour)	$ /hour
2	Travel/Waiting Time (Per Hour)	$ /hour
3	Maximum Fee Per Day (Per Day)	$ /day
4	Litigation Packet	
5	Rejected Specimen Fee (if applicable)	

III. Contractor Information

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

A. Laboratory & Contact Information

Laboratory Address	
Contact	Phone No.
email	Fax

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

_____

_____

_____

C. Joint Contractors/Subcontractors

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

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

Subcontractor Name	Address	Phone/Fax/email

D. References

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

COMPANY NAME	CONTACT PERSON	ADDRESS	PHONE#	FAX#	EMAIL ADDRESS

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

□ Attached

□ Not attached

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

_____

_____

_____

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

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

G. By submitting this bid, our company acknowledges that we meet all of the requirements in this bid offer (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