

State of Hawaii  
Department of Public Safety  
Corrections Program Services – Substance Abuse Branch

June 24, 2021

***Request for Information***

**RFI No.: PSD 21-CPS/SA-54  
Enzyme Immunoassay Urinalysis Drug Testing  
System for Facilities on the Islands of Oahu,  
Hawaii, Maui and Kauai  
Corrections Program Services**

The purpose of this Request for Information (RFI) is to obtain vendor's input in preparation for an upcoming Invitation for Bids (IFB).

The Department of Public Safety (PSD), Corrections Program Services – Substance Abuse Branch is requesting information from qualified applicants to provide Enzyme Immunoassay Urinalysis Drug Testing System for Facilities on the Islands of Oahu, Hawaii, Maui and Kauai Corrections Program Services.

The Department of Public Safety (PSD) will be accepting vendor's comments regarding the attached draft Invitation for Bid's scope of work, the vendor's requirements, and written descriptions of the services. Page three identifies specific questions that the Department is seeking from potential applicants

Responses to this RFI may be e-mailed to [psd.bids@hawaii.gov](mailto:psd.bids@hawaii.gov), no later than July 6, 2021, 4:30 pm HST.

Please note that participation in this RFI process is optional, and is not required in order to respond to any subsequent procurement by the Department. Neither the Department nor the interested party has any obligation under this RFI.

The Department reserves the right to adopt or not adopt any recommendations presented in the response to this RFI.

## **TENTATIVE TIME LINE**

Post Request for Information (RFI).....June 24, 2021

Questions Due.....July 6, 2021

Responses to Questions.....Will be included as an  
attachment in the future  
Invitation for Bids

Request for Information Due Date.....July 6, 2021

## **Information Requested**

1. Please review, and submit feedback or questions on the attached draft of the upcoming Invitation for Bids (IFB).
2. Identify which items or services listed in the scope of work are costly, unnecessary, etc.
3. Please provide information regarding your capability to screen for specialty drugs like Spice/K2, Kratom, Fentanyl, etc.
4. How would your agency provide support to facilities regarding specialty drugs should the need arise?
5. Please describe the ancillary supplies for your machine. Will these be provided at no cost?
6. Describe the Data Management System (DMS) being proposed?
7. Considering requirements of the IFB, will your machine require any updates / upgrades during the contract period? Will these be provided to the Department at no cost?
8. Billing and Payment Information
  - a. Billing Capability: Please describe if you are able to bill per assay, or per sample.
  - b. Provide a recommendation to the current contract billing method, described on page SP-3:

“Offeror shall provide at least eight (8) state-of-the-art analyzers to eight (8) correctional facilities. The same analyzers shall be provided at all eight (8) correctional facilities. Equipment shall be provided at no cost to the Department other than the purchase of reagents, and ancillary supplies (no shipping and handling charges). All charges must be clearly noted on Quotation Page in order to qualify for payment. The Offeror shall provide maintenance and servicing of the equipment at no cost two (2) times per year.”
  - c. Please provide a sample invoice to show how you would propose to bill the department on a monthly basis. (page SP-3)
9. If you are awarded a contract, please provide information regarding a transition timeline, to include installation of equipment, training of staff, etc.

STATE OF HAWAII  
DEPARTMENT OF PUBLIC SAFETY  
Corrections Programs Services  
Substance Abuse Branch

July 9, 2021

Invitation for Bids  
IFB NO. PSD 21-CPS/SA-54

**FURNISHING AND DELIVERING  
ENZYME IMMUNOASSAY URINALYSIS DRUG TESTING  
SYSTEM  
FOR FACILITIES ON THE  
ISLANDS OF OAHU, HAWAII, MAUI AND KAUAI  
CORRECTIONS PROGRAM SERVICES**

will be received up to and opened at 2:00 p.m. (HST)  
on

August 2, 2021

in the Department of Public Safety's Administrative Services Office – Procurement and Contracts, 1177 Alakea Street, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed in writing to [psd.bids@hawaii.gov](mailto:psd.bids@hawaii.gov).

Max N. Otani, Director  
Department of Public Safety

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Company Name

PSD 21-CPS/SA-54

PSD 21-CPS/SA-54  
ENZYME IMMUNOASSAY URINALYSIS DRUG TESTING SYSTEM  
FOR FACILITIES STATEWIDE  
CORRECTION PROGRAMS SERVICES

Procurement Officer  
Department of Public Safety  
State of Hawaii  
919 Ala Moana Boulevard  
Honolulu, Hawaii 96814

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the 103D General Conditions Form AG-008 (Effective 10/17/2013), by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. 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 represents: **(Check ☒ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii;  
**OR**  
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: \_\_\_\_\_

Offeror is:

- ☐ Sole Proprietor    ☐ Partnership    ☐ Corporation    ☐ Joint Venture  
☐ Other \_\_\_\_\_

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 (street address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_ (x) \_\_\_\_\_

Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

E-mail Address: \_\_\_\_\_

\*

\_\_\_\_\_  
**Exact Legal Name of Company (Offeror)**

\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following offer is hereby submitted for PSD 21-CPS/SA-54, Enzyme Immunoassay Urinalysis Drug of Abuse Testing System, as specified herein:

**1. DRUG TESTING INSTRUMENT** (Syva V-Twin, Indiko Plus, or PRE-APPROVED equivalent – See Page SP-2)

The Department of Public Safety (PSD) will require eight (8) drug testing instruments to be placed at various PSD facilities, at no charge to the State.

**Manufacturer, Brand and Model No.** \_\_\_\_\_

**2. INDIVIDUAL DRUG TESTS**

The Department of Public Safety (PSD) estimates that approximately **10,000** total specimens will be collected cumulatively from (8) facilities statewide for screening purposes over a twelve-month period. Each sample will *potentially screen* up to (10) individual assays. The assays to be screened are listed below:

Cannabinoid  
Opiates  
Cocaine  
Amphetamines/Methamphetamines  
Barbiturates  
Benzodiazepines  
MDMA  
Alcohol (EtG)  
Creatinine

The number of samples is an estimated number for the period specified, and no guarantee to purchase the exact amount is intended or implied. The Department of Public Safety shall have the right to purchase smaller or larger quantities at the prices quoted herein. In the event the estimated requirements do not materialize in the exact quantities listed, such failure shall not constitute grounds for equitable adjustment under this contract.

Offeror shall provide the requested information on the following pages. If any information for an item is not applicable, offeror should state "Not Applicable" or "NA".

Bid prices quoted herein shall include all shipping and handling costs. If there is no charge for an item, Offeror shall indicate "No Charge" on the bid price line. If no price is stated in the line items below, it shall be interpreted as "No Charge." Unit bid prices shall be the all-inclusive cost to the State with the exception of the Hawaii General Excise Tax (GET).

Offeror \_\_\_\_\_

PSD 21-CPS/SA-54 TABLE A

		Breakdown Calculation for Unit Cost per PER SAMPLE/SPECIMEN	Unit Cost per SAMPLE		Estimated # of SAMPLES / Yr.	Sum Bid
				x		
	SAMPLE =\$10.00	Example: If each assay is \$1.00, a 10-panel assay screen per sample would be \$10.	\$10.00 (10-panel)	x	10,000	\$150,000
A	Cannabinoid	\$1.00				
B	Opiates	\$1.00				
C	Cocaine	\$1.00				
D	Amphetamines	\$1.00				
E	Methamphetamines	\$1.00				
F	Barbiturates	\$1.00				
G	Alcohol - ETG	\$2.00				
H	Benzodiazepines	\$0.50				
I	MDMA "Ecstasy"	\$0.50				
J	Creatinine	\$1.00				

Provider will indicate  
unit cost per assay.

Provider will base assay  
selection on list provided.

Provider will clearly  
indicate the unit cost of  
the assay and the  
cumulative cost  
associated with a 10-  
panel screen.

**Total Sum  
Bid**

= \$ \_\_\_\_\_

Offeror \_\_\_\_\_  
Company Name

Is a cost reduction given for purchase of a certain number of items if purchased within a twelve (12) month period? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please indicate the volume and cost reduction: \_\_\_\_\_

Offerors shall have at least one company representative available who can resolve problems; who is accessible by telephone on a daily basis; provide on-site technical assistance and training. Provide name and telephone number(s) for the company representative. If offeror has a representative on each island, please list by islands.

Company Representative \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

Island \_\_\_\_\_

Company Representative \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

Island \_\_\_\_\_

Company Representative \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

Island \_\_\_\_\_

Company Representative \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

Island \_\_\_\_\_

### 3. TRAINING COST

To properly perform the tests and operate the instrument, indicate the total inclusive cost of the training (supplies and assays separate and apart from the order), the length of training, and the number of participants per training: (If no cost – state “No Charge”)

<u>Hours/days Per Training</u>	<u>Number of Trainees Per Session</u>	<u>Total Training Cost</u>
_____	_____	\$ _____

Will training be repeated or updated at any particular intervals? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, how often? \_\_\_\_\_

Offeror \_\_\_\_\_



#### 4. ANCILLARY SUPPLIES

**(If you do not provide a list of ancillary supplies and pricing, your submittal shall be considered non-responsive, and shall NOT be considered for Award).**

Description	Estimated Quantity	Unit Bid Price	Estimated Total Bid Price
A. Specimen Cups, 4 oz.	10,000 each	\$_____ ea.	\$_____
Packaging: No. of cups per package _____ No. of packages per case _____			
B. Screw Caps	10,000 each	\$_____ ea.	\$_____
Packaging: No. of caps per package _____ No. of packages per case _____			
C. Tamper Evidence Tape	10,000 each	\$_____ ea.	\$_____
Packaging: No. of feet per package/roll _____ No. of packages per case _____			
D. Miscellaneous Ancillary Supplies: Please list those supplies which are important to the function of the instrument or testing (e.g. Barcode Labels, gloves, biohazard bags, pipets, washing/ cleaning solution, tubes, stopper vials, etc.) If additional items are required, please list on a separate sheet, using the same format as shown below.			
a. Manufacturer and Brand Name _____			
Catalog/Order Description _____			
Unit Packaging (eg., ml/btl) _____			
Number of Packages (i.e., bottles) needed for 10,000 urine samples _____			
Unit Bid Price \$_____			
Estimated Total Bid Price \$_____			
b. Manufacturer and Brand Name _____			
Catalog/Order Description _____			
Unit Packaging (eg., ml/btl) _____			
Number of Packages (i.e., bottles) needed for 10,000 urine samples _____			
Unit Bid Price \$_____			
Estimated Total Bid Price \$_____			
c. Manufacturer and Brand Name _____			
Catalog/Order Description _____			

Offeror \_\_\_\_\_

Unit Packaging (eg., ml/btl) \_\_\_\_\_  
Number of Packages (i.e., bottles) needed for 10,000 urine samples \_\_\_\_\_  
Unit Bid Price \$ \_\_\_\_\_  
Estimated Total Bid Price \$ \_\_\_\_\_

d. Manufacturer and Brand Name \_\_\_\_\_  
Catalog/Order Description \_\_\_\_\_  
Unit Packaging (eg., ml/btl) \_\_\_\_\_  
Number of Packages (i.e., bottles) needed for 10,000 urine samples \_\_\_\_\_  
Unit Bid Price \$ \_\_\_\_\_  
Estimated Total Bid Price \$ \_\_\_\_\_

### **SUBCONTRACTORS**

Offerors shall provide the following information for all subcontractors that will be perform work under this contract:

<u>Name</u>	<u>Address</u>	<u>Contact Person</u>	<u>Telephone No.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

### **REFERENCES** (To be completed by all offers)

Offerors shall provide references from three correctional facilities or law enforcement agencies, which have used or is currently using Offeror's product/services for at least two (2) years.

<u>Institution</u>	<u>Contact Person</u>	<u>Telephone No.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

### **SUBMITTALS**

#### **Equipment and Supplies**

Offerors shall provide product information on the testing instrument that is being offered. Instrument information should include, but is not limited to, speed with which the instrument

Offeror \_\_\_\_\_

operates, number of assays that can be analyzed at one time per sample, controls and calibration specifics, the number of results obtainable per hour, the time necessary to calibrate the instrument, sensitivity of instrument, threshold levels for the drugs and alcohol, operator time required for maintenance on a daily, weekly, or monthly basis, etc.

Offeror shall also provide facts relating to the size of the instrument, water use requirements, and whether or not temperature control is a factor for either the instrument or chemical supplies.

Offeror's instrument shall not have any special requirements (i.e., wiring, ventilation, drainage system, etc.) for proper operation of the instrument. Offeror shall provide either through product literature or a letter in writing that no special requirements are needed for the proper operation of the instrument.

Offeror shall also indicate in writing whether any hazardous waste byproduct will result from the provision or use of any instrument/supplies furnished by means of this solicitation, and if so, the manner in which the byproduct is required to be stored and disposed.

Product information should be concise and understandable by those who may be unfamiliar with

Requirements	Yes	No	If No, Explain
1. Proposed equipment is Pre-Approved by the Department.			
2. Product Brochure and Information Attached to Bid Submittal (i.e. speed & number of assays, calibration, threshold levels, water use, hazardous byproduct, etc.)			
3. Equipment does not have any special requirements (i.e. wiring, ventilation, drainage system, etc.) for proper operation of the instrument.			
4. Five (5) years experience.			
5. Maintenance at no cost, two (2) times per year.			

terminology of the trade. If offeror does not submit product information at the time of the offer submittal, upon the State's request, offeror

shall have two (2) working days to submit the information. Otherwise offeror's offer may not be considered for award.

Offeror \_\_\_\_\_

Company Name  
PSD 21-CPS/SA-54

# SPECIFICATIONS

## SCOPE

The Contractor shall furnish and deliver Enzyme Immunoassay Urinalysis Drug Testing System equipment and supplies to the various correctional facilities on the islands of Oahu, Hawaii, Maui and Kauai, under the Department of Public Safety (PSD). Contractor shall also be required to train State personnel in the use and operation of the testing instrument and supplies

Contractor's urinalysis testing instrument and supplies shall be able to screen for up to 10,000 samples for the following listed drugs, which the PSD estimates will be administered over a twelve-month period:

1. Cannabinoid
2. Opiates
3. Cocaine Amphetamines
4. Methamphetamines
5. Barbiturates
6. Alcohol - ETG
7. Benzodiazepines
8. MDMA "Ecstasy"
9. Creatinine

The quantities listed herein are the total estimated annual quantities for all facilities statewide and are not the quantities for each individual facility.

The following correctional facilities are included under this contract:

<b>Oahu:</b>	Halawa Correctional Facility 99-902 Moanalua Road Aiea, HI 96701	Women's Community Correctional Center 42-477 Kalaniana'ole Highway Kailua, HI 96734
	Waiawa Correctional Facility 94-560 Kamehameha Highway Waipahu, HI 96797	Laumaka Work Furlough Center 647 Laumaka Street Honolulu, HI 96819
<b>Hawaii:</b>	Hawaii Community Correctional Center 60 Punahale Street Hilo, HI 96720	
	Kulani Correctional Facility P.O. Box 4459 Hilo HI, 96720	
<b>Maui:</b>	Maui Community Correctional Center 600 Waiale Drive Wailuku, HI 96793	
<b>Kauai:</b>	Kauai Community Correctional Center 3-5351 Kuhio Highway Lihue, HI 96766	

## TESTING INSTRUMENT

(Syva V-Twin, Indiko Plus, or PRE-APPROVED equivalent – See Page SP-2)

Regarding PRE-APPROVED equivalent, for interested parties wanting to submit for PRE-APPROVAL of their proposed drug testing instrument shall submit their request via e-mail to [psd.bids@hawaii.gov](mailto:psd.bids@hawaii.gov) **no later than July 22, 2021, 2:00 pm HST.**

1. At no cost to the State, the Contractor shall furnish each of the Department's eight (8) participating correctional facilities with a drug testing instrument to screen urine specimens for illegal drugs and alcohol. The Contractor shall retain title to said equipment for the entire contract period.
2. The testing instrument shall be able to, at a minimum, test for the following substances:
  - a. Cannabinoid
  - b. Opiates
  - c. Cocaine
  - d. Amphetamines
  - e. Methamphetamines
  - f. Barbituates
  - g. Alcohol - ETG
  - h. Benzodiazapines
  - i. MDMA "Ecstasy"
  - j. Creatinine
3. Product test results shall be accurate at the Substance Abuse and Mental Health Services Administration (SAMSHA) cutoff levels. Instrument shall produce accurate results and correlation with GC/MS reference methods.
4. The instrument furnished shall be an automated system suitable for non-technical operators and shall provide automated printing of the results on a report that includes a nine digit programmable client and operator identification. Testing sensitivity for all drugs shall be equal to or better than standards published by the National Institute on Drug Abuse (NIDA).
5. The testing instrument shall be able to perform a minimum 50 samples at one time, and be able to utilize primary tubes or sample cups.
6. The testing instrument shall not require any special requirements (i.e., wiring, ventilation, drainage system, etc.).
7. Testing equipment must be Windows 10 compatible in accordance to State of Hawaii specification.
8. The testing instrument shall be self-contained, and a model with no external plumbing requirements, and shall have electrical requirements of 120 volts.
9. The testing instrument shall automatically perform diagnostic checks prior to or during every run and automatically alert the operator of any discrepancies by use of audible

alarms and shall provide a LCD display and thermal paper printout. The instrument shall also record and print date and time of last calibration run and quality control runs, as well as the date, time, and load list of each run.

10. The testing instrument shall be able to operate in both random access and batch entry.
11. The testing instrument shall be equipped with a menu option that automatically selects specimens that tested positive and rerun them again.
12. Contractor shall maintain the equipment and provide technical assistance to keep the equipment running efficiently. Contractor shall provide all maintenance and servicing of the equipment twice a year at no cost to the State.
13. Contractor shall be responsive to inoperative equipment within twenty-four hours excluding weekends and State holidays, or replacing inoperative equipment within seven (7) working days.
14. Contractor shall be responsible for repairing and replacing defective parts, such as a battery back-up, at no cost to the State.
15. Contractor shall provide the same machine at all correctional facilities.
16. Contractor shall provide new machines at all correctional facilities. Only exception shall be if the incumbent contractor is awarded the contract.

## PRODUCT REQUIREMENTS

### **Calibrators, Controls, Screens**

1. Products shall meet the Substance Abuse and Mental Health Services Administration (SAMSHA) cutoff detection level guidelines.
2. The product shall test for each specified drug without producing false positives for over-the-counter drugs.
3. The product shall have a minimum shelf life of 6 months after delivery.
4. The expiration date must be stamped on each product.
5. With the exception of the MDMA products, all products shall be approved by the Food and Drug Administration for commercial distribution as a medical device with an ACTIVE 510-(K)--notification document. When MDMA products are approved by the FDA, only FDA approved MDMA tests shall be provided under this contract.

### **Ancillary Supplies**

1. The sample/collection cups are preferably to be individually packaged to ensure contents are sterile and free from contamination. Sample tubes and sample transfer equipment such as pipets shall be clear so that visual assessment of the integrity of a specimen is possible. Adhesive identification labels must be able to properly and firmly adhere to the

surface of these supplies to ensure proper identification of each specimen, to avoid any specimen confusion.

## **TRAINING**

1. Contractor shall provide training to PSD personnel at each of the participating facilities and intake service center locations.
2. Contractor shall provide initial proficiency training and certification (if applicable) of at least 12 equipment operators. Contractor shall provide a planned schedule for re-training and a plan to monitor and assess the operator's qualifications to continue operating the equipment.
3. Contractor shall be conversant with regard national drug trends and symptomology, common means to tamper with or adulterate specimens and will educate staff in these areas.

## **Data Management System**

The Contractor shall provide and install hardware and software for the Data Management System (DMS), and must be installed in the laboratory within five feet of the analyzer. The DMS must be fully customizable to meet the needs of our laboratory. The DMS must be very robust to any platform. The Lab's reporting needs will be carefully designed to provide efficient viewing, reporting, printing, archiving and transmission /delivery of reports. Software for the DMS shall be compatible with at minimum Windows 10, and Outlook. The software shall have the capability to connect to the Department's databases such as Offendertak. The data generated from the system shall have the capability to download on to other formats, and also have security and confidentiality capabilities.

DMS shall be able to provide, immediately after the sample is evaluated, the test results to CPS/SA in an electronic form, either by e-mail or FTP. The latter is preferred, CPS/SA will provide an address to which to FTP the data. The data must be in comma-separated-value (CSV) form.

The testing equipment shall have software that collects data to run daily, monthly, semi-annual, and annual data. Software must be windows based and user friendly. Software shall also store screening results, demographic/subject identifying information, provide specific data for each facility and cumulative testing information statewide. Software must be able to provide specific and aggregate reports regarding testing.

## **Report Delivery**

Data management software must provide automatic reporting of results to client on-site and off-site through various methods.

- Local & Network Printers
- Remote Workstation Viewing & Printing
- Auto Batch Faxing
- Email Reporting
- Internet Reporting
- Dial-up Access to Reports

**Rapid Order Entry**

Default order data and standing orders must be configurable in system preferences, donor setup, and order entry. This enables the user to breeze through entering orders into the lab system.

**Client Information Screen**

This screen includes drug admission, prescription information.

**Calculated Tests**

Easy to use calculation builder enables the user to build mathematical calculations from current previous results, including THC ratio.

**Reflex Conditions**

User can build multiple conditions to add, delete, or rerun assays and profiles.

**Import/Export Capabilities**

Build import sets for connectivity with third party applications. Import demographics and batch order entries. Schedule regular export of result data in real-time or time intervals via FTP, Internet, or file transfer.

**Query Report Writer**

Enables user to design new reports with selectable fields of information and custom designed queries.

**Quantitative and Qualitative Results**

User can select the reporting method per assay to print a qualitative text message or the numeric result with or without the flag.

**Bar-coding Capability**

Bar coding on order entry is available for bi-directional instruments (like the Olympus) and specimen cup identification.

**Chain of Custody**

Chain of Custody forms are available at order entry with client information and unique accession number.

**Allows Off-line Test Entry**

Allows easy manual entry or off-line tests such as POC instant cups.

**Unique Accession Number Tracks Specimen Record**

Unique accession number on specimen cup bar code, chain of custody form and lab report tracks from order entry to instrument resulting.

**Auto Rerun of Positives**

Automatically initializes assay to receive rerun value while storing the previous result for review as well as provide barcode for re-aliquoting specimen.



## **SPECIAL PROVISIONS**

### **TERMS AND ACRONYMS USED HEREIN**

ASO-PC	=	Department of Public Safety, Administrative Services Office— Procurement and Contracts, 1177 Alakea Street, Honolulu, Hawaii 96813
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GC	=	General Conditions Form AG-008 rev. 10/17/2013 by the Department of the Attorney General <a href="http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf">http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf</a>
IFB	=	Invitation for Bids
GET	=	General Excise Tax
PSD	=	Department of Public Safety
CPS/SA	=	Corrections Program Services – Substance Abuse Division

### **SCOPE**

The Contractor(s) shall furnish and deliver Enzyme Immunoassay Urinalysis Drug Testing System (instrument and supplies), including training, for the various correctional facilities and on the islands of Oahu, Hawaii, Maui, and Kauai, under the Department of Public Safety (PSD). Equipment, supplies and services shall be in accordance with these Special Provisions, the attached Specifications, and the 103D General Conditions Form AG-008 (Effective 10/17/2013) by reference made a part hereof and available at <http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf>.

### **CONTRACT ADMINISTRATOR**

For purposes of this contract, Mr. Dwayne Kojima, Corrections Program Services Division - Substance Abuse Program Manager, or his authorized representative is designated as the Contract Administrator. He can be reached at (808) 587-2560.

### **TERM OF CONTRACT**

Contractor shall enter into a contract period of twelve (12) months commencing on August 26, 2021, or the start date stated on the Notice to Proceed.

Unless terminated, and subject to availability of funds, the contract may be extended for not more than four (4) additional twelve-month periods without the necessity of rebidding upon mutual agreement in writing.

Upon extension of the contract, Contractor shall be required to execute a supplement to the contract.

Installation of the Drug Testing Instrument, Data Management System, and all necessary allied equipment and accessories shall be completely installed and operational by **August 26, 2021**. The awarded contractor shall make arrangements with the contract administrator, or his facility designee for seamless, non-interruption of drug testing services for the facilities between removal of current drug testing equipment, and the installation of awarded contractor's equipment.

At the termination of the contract, it shall be the Contractor's responsibility to remove the Drug testing instrument, all other allied equipment and accessories connected thereto, at the Contractor's own expense and in a timely manner.

## **PRE-APPROVAL OF AN EQUAL**

Approved **DRUG TESTING INSTRUMENTS** are the Syva V-Twin, and Indiko Plus.

If an offeror proposes any other instrument for submission, the offeror must obtain pre-approval from the Department of Public Safety by submitting an email request no later than July 13, 2021, 4:30 P.M., HST to [psd.bids@hawaii.gov](mailto:psd.bids@hawaii.gov).

Submittals received after the above date and time will not be considered.

The proposed drug testing instrument shall meet all specifications stated on pages S-1 through S-5. The request for Pre-Approval must include:

1. All instrument specifications / fact sheets, and shall provide the information requested on page OF-7, "Offerors shall provide product information on the testing instrument that is being offered. Instrument information should include, but is not limited to, speed with which the instrument operates, number of drugs that can be analyzed at one time per sample, the number of results obtainable per hour, the time necessary to calibrate the instrument, sensitivity of instrument, threshold levels for the drugs and alcohol, operator time required for maintenance on a daily or monthly basis, etc."
2. References.
3. Locations of on-island machines, for possible inspection or observation by the Department.

An addendum of the items submitted as a pre-approved equal will be issued by July 22, 2021.

## **RESPONSIBILITY OF OFFERORS**

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR. Due to the immediacy of the start date, it is recommended that Offeror submit the following compliance documents with their offer submittal.

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;

5. Chapter 393, prepaid health care; and
6. One of the following:
  1. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); and
  2. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

## **CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

## **OFFEROR QUALIFICATIONS**

Offeror shall meet the following qualifications in order to submit bids:

Offeror shall have at least five (5) years of experience providing enzyme immunoassay drug testing equipment, supplies, and training.

Offeror shall have at least one company representative available who can resolve problems; who is accessible by telephone on a daily basis; provide on-site technical assistance for two weeks following the training of the equipment operator to oversee the implementation and operation of the equipment. Provide name of company representative and equipment operators as well as telephone numbers for each.

Offeror shall to provide at least eight (8) state-of-the-art analyzers to eight (8) correctional facilities. The same analyzers shall be provided at all eight (8) correctional facilities. Equipment shall be provided at no cost to the Department other than the purchase of reagents, and ancillary supplies (no shipping and handling charges). No other charges will be honored. All charges must be clearly noted on Quotation Page in order to qualify for payment. The Offeror shall provide maintenance and servicing of the equipment at no cost two (2) times per year.

Offeror shall provide initial proficiency training and certification of at least 8 equipment operators. Offeror shall provide a planned schedule for re-certification and a plan to monitor and assess the operator's qualifications to continue operating the equipment. Offeror shall submit a statement of ability to provide initial proficiency training and a brief description of the training and the schedule for re-certification.

Offeror shall provide product information on the modal of analyzer that would be placed in each of the correctional facilities/intake centers. Product information should include all relevant information on the equipment, such as speed with which it operates, number of samples that can be analyzed at one time, number of drugs that can be analyzed at one time on total number of samples, sensitivity of equipment, threshold levels for the drugs and alcohol, etc. Product information should be concise and understandable by those who may be unfamiliar with terminology of the trade.

Offeror shall provide references from at least three correctional facilities, which currently use bidder's analyzers.

Offeror will develop and implement a procedure that will maintain the chain of custody and the security of the sample for a confirmation test to be conducted by a certified licensed laboratory.

## **QUANTITIES**

Quantities listed herein are estimates for the period specified. No guarantee to purchase the exact amount listed is intended or implied.

The Department of Public Safety shall have the right to purchase smaller or larger quantities at the prices quoted herein. In the event the estimated requirements do not materialize in the exact quantities listed, such failure shall not constitute grounds for equitable adjustment under this contract.

## **CERTIFICATION OF INDEPENDENT COST DETERMINATION**

By submission of an offer in response to this solicitation, Offeror certifies the following:

1. The costs in response to this solicitation have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this solicitation have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

## **OFFER PREPARATION**

**Offer Form, Page OF-1.** Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

**Hawaii business.** A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

**Compliant non-Hawaii business.** A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

**Hawaii General Excise Tax License.** Offeror shall submit his current Hawaii General Excise

Tax I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that he/she is doing business in the State and that he/she will pay such taxes on all sales made to the State.

**Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate for all islands except Oahu, and 4.5% for the island of Oahu only, which includes the .5% assessment for the County Surcharge Tax (CST); and also liable for the applicable Use tax at the current at the rate of .5%. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

**Taxpayer Preference.** For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an Offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustments.

**Bid Price.** Unit bid prices quoted herein shall include all shipping and handling costs. If there is no charge for an item, Offeror shall indicate "No Charge" on the bid price line. If no price is stated in the line items below, it shall be interpreted as "No Charge." Unit bid prices shall be the all-inclusive cost to the State with the exception of the Hawaii General Excise Tax (GET). The GET shall not be included in the unit bid price, but shall be added as a separate line item on each invoice issued by the Contractor.

**Multiple or Alternate Offers.** Multiple or alternate offers are not allowed and shall be rejected. Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

**Brand Name.** Offeror shall indicate on the Offer Form the exact brand name(s) of each item being offered. Failure to do so or the inclusion of remarks such as "as specified" may be cause for rejection of the offer.

**Offer Guaranty or Bid Bond.** An offer guaranty is not required for this solicitation.

**References.** Offeror shall provide references on Offer Form page OF-6, of correctional facilities and/or law enforcement institutions where similar products and services as specified herein, are or have been provided. The State reserves the right to contact the references to inquire about Offeror's current or past service performance.

**Subcontractors.** Offeror shall list on Offer Form page OF-6, all subcontractors to be used to perform any of the services specified herein. The Department reserves the right to request additional information about any subcontractor listed. Such information shall be provided to the Department within five (5) days from the Department's request.

## **OFFER SUBMITTAL**

Faxed Documents: Facsimile version of bid offers shall **NOT BE ACCEPTED.** Offerors shall plan accordingly to meet the bid opening date.

Offeror is required to submit the completed offer forms (Pages OF-1 to OF-7) in a sealed envelope identified with the following information:

Offeror's name, address, and telephone number  
The words, "INVITATION FOR BIDS"  
The Invitation for Bids number  
The title of the Invitation for Bids  
The date and time of bid opening

Attention: ASO, Procurement and Contracts Unit  
Department of Public Safety  
1177 Alakea Street  
Honolulu, Hawaii 96813

ASO shall not be responsible for any misrouting of improperly identified submittals.

Offers shall be received at the ASO-PC, 1177 Alakea Street, Honolulu, Hawaii 96813, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the ASO-PC time stamp clock. Offers received after the deadline shall be returned unopened.

This may cause a delay in receipt by the ASO-PC and the offer may reach the ASO-PC after the deadline, resulting in automatic rejection.

#### **OFFER INSPECTION**

At the bid opening, all offers may be inspected provided that only one offer be inspected at a time and that no offers shall be permitted to leave the bid opening room.

After the formal procedure of opening offers, all offers will be evaluated for award recommendation. During this period, offers will not be available for inspection.

Offerors are advised that every figure requested on the bid sheet will be treated as non-confidential/public information after the opening of bids.

#### **SAMPLE, PRODUCT LABELS and/or WRITTEN STATEMENT REQUIRED**

When requested by the State, Offeror shall submit sample, product label and/or written statement verifying that the item(s) offered for each bid item in question meets specifications. Samples, product labels and/or additional literature shall be at Offeror's own expense and submitted within five (5) calendar days from the date of the State's request. Failure to do so shall be sufficient cause for rejection of bid. Any samples submitted for testing purposes will become the property of the State and will not be returned to the Offeror.

The State will be the sole judge of the quality and suitability of the item(s) offered and its decision will be final.

#### **METHOD OF AWARD**

Award, if any, shall be made to the qualified responsible and responsive Offeror submitting the lowest evaluated estimated **total sum bid**.

The solicitation may be canceled or the offers may be rejected, in whole or in part, when it is in the best interest of the State, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules (HAR).

## **REQUIREMENT FOR AWARD**

**Responsibility of Lowest Responsive Bidder.** Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the ASO-PC prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

Effective October 31, 2013, pursuant to Procurement Circular No. 2011-02, Amendment 1, for all other offerors, registering on the Hawaii Compliance Express (HCE) is recommended but not mandatory. Valid hardcopies of their tax clearance certificate (Form A-6), "Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR", and a "Certificate of Good Standing" are acceptable. However, if the offeror is currently participating in HCE, offeror shall be required to maintain compliance through HCE.

To facilitate award it is recommended that Offerors register with the Hawaii Compliance Express prior to their bid submittal.

**Hawaii Compliance Express.** The Hawaii Compliance Express (HCE) 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. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

***Alternatively, for offerors who elect not to register on the Hawaii Compliance Express (HCE), verification of compliance shall be submitted by separately applying for paper certificates at the various state agencies as follows:***

**HRS Chapter 237 tax clearance requirement for award.** Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the ASO-PC.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX "TAX CLEARANCE APPLICATION" Form A-6 (Rev. 2013) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website and by mail or fax:

DOTAX Website (Forms & Information): [http://tax.hawaii.gov/forms/a1\\_1alphalist/](http://tax.hawaii.gov/forms/a1_1alphalist/)

DOTAX Forms by Fax/Mail: (808) 587-4242

1-800-222-3229

IRS (808) 566-2748

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488  
IRS: (808) 524-5950

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the ASO-PC. However, the tax clearance certificate shall be submitted to the ASO-PC.

**HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.**

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR "*FORM LIR#27 APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*", which is available at <http://labor.hawaii.gov/ui/ui-forms/> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the ASO-PC.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the ASO-PC. However, the certificate shall be submitted to the ASO-PC.

**Compliance with Section 103D-310(c)(1) and (2), HRS.** Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a "*CERTIFICATE OF GOOD STANDING*" (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com). To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

**Timely Submission of all Certificates.** The above certificates should be applied for and submitted to the ASO-PC as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.



**Final Payment Requirements.** Contractors registered on the HCE are required to submit a valid "Certificate of Vendor Compliance" for final payment of the contract.

Contractors not electing to register on the HCE are required to submit a valid tax clearance (not over two-months old) and an original "*CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT*" (SPO Form-22), copy attached, for final payment.

## **DISQUALIFICATION OF OFFERORS**

An Offeror shall be disqualified and his offer automatically rejected for any one or more of the following reasons: proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion shall be barred from future solicitations until reinstated; Offeror's lack of responsibility and cooperation as shown by past work or services; Offeror's being in arrears on existing contracts with the State or having defaulted on previous contracts; Offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated; Offeror does not possess proper license to cover the type of work contemplated, if required; Offeror's delivery of the offer after the deadline specified in the public notice calling for offers, or as amended, except as allowed in Section 3-122-29(1), HAR; or Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former State contracts at the time of issuance of the solicitation.

## **OFFER ACCEPTANCE**

The State's acceptance of an offer, if any, will be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the sixty (60) day period.

## **CONTRACT EXECUTION**

Offeror receiving an award shall be required to enter into a formal written contract. A performance and payment bond is not required. This method of award does not waive compliance with the Specifications, Special Provisions, and 103D General Conditions Form AG-008 (Effective 10/17/2013), of the bid.

Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

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

## **ORDERS AND DELIVERY**

The PSD Corrections Programs Services Division shall issue purchase orders to the Contractor as supplies are needed during the contract period. Stocked items shall be delivered within five (5) working days from receipt of the purchase order. Backordered goods shall be delivered within fourteen (14) days of purchase order receipt.

Delivery slips itemizing the delivered goods shall be enclosed with each delivery. Any

discrepancy shall be noted and payment shall be made only on goods actually received. Deliveries shall be coordinated with each facility.

The Contractor must honor any orders received by the Contractor during the contract period and Contractor is obliged to deliver according to the contract terms and within the required delivery time.

### **LIQUIDATED DAMAGES**

Liquidated damages is fixed at the sum of FIFTY DOLLARS (\$50.00) for each and every day the Contractor fails to perform in whole or in part any of its obligations hereunder. Liquidated damages may be deducted from any payments due or become due to the Contractor.

### **FAILURE TO DELIVER**

Contractor shall be obligated to deliver equipment, supplies and services awarded in this contract in accordance with terms and conditions herein.

If Contractor fails to deliver the equipment, supplies, and services awarded within the time specified because of conditions beyond their control, the State reserves the right to purchase, in the open market, a corresponding quantity of any such equipment, supplies, and services, thereby deleting this quantity from the State's obligation to the Contractor. The Department will not in such instances assess the Contractor the difference between the price named in the contract and the actual cost thereof to the Department, provided that the Contractor substantiates in writing with documentation the cause for the non-delivery.

The Contractor shall be liable for any excess costs for such similar goods/supplies if Contractor is unable to substantiate the non-delivery cause to the satisfaction of the Department, or if in the opinion of the Department, failure to deliver goods/supplies is due to the negligence of the Contractor. Contractor shall then be liable to purchase like supplies from an available source for delivery to the Department at no additional cost to the State.

### **PRODUCT QUALITY**

The equipment and supplies furnished under these provisions and specifications shall be new and the best quality of its respective kind, and shall be free from defects which may render it unfit for use. No payment, whether partial or final, shall be construed to be an acceptance of defective material.

Products from the Contractor not meeting the shelf life minimum requirements of six (6) months after delivery shall be returned to the Contractor for replacement of product meeting specifications.

The State may, at any time, by written order, stop the delivery of supplies not conforming to these specifications. Such stop order shall not relieve the Contractor of their obligation to complete their contract within the contract time limits, nor shall it in any way terminate, cancel, or abrogate the contract or any part thereof. Supplies furnished hereunder shall comply fully with all applicable State and Federal statutes concerning the manufacture and sale of such supplies.

### **ADDITIONAL/UPDATED/NEW TESTING**

Vendors are advised that the testing requirements may change at any time based in accordance with Department of Public Safety Policies and Procedures. Upon implementation of any new testing requirements, pricing for the calibrators, control, screens, and other supplies shall be negotiated with the State.

## **INVOICING**

Contractor shall send an original and two (2) copies of the invoice to:

Department of Public Safety  
Corrections Program Services Division  
1177 Alakea Street  
Honolulu, Hawaii 96813

Invoices must indicate the name of the ordering facility and the name of the person ordering, as well as the number of test devices/supplies delivered. Invoices shall also reference the contract number (PSD 21-CPS/SA-54) and the purchase order number.

A "Certificate of Vendor Compliance," not over two (2) months old, must accompany the invoice for final payment on the contract.

## **PAYMENT**

Payment shall be made by purchase order at the contracted unit bid prices in accordance with Section 103-10, HRS and upon certification by the Contract Administrator that the Contractor has satisfactorily furnished and delivered the supplies ordered.

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

The Department will not recognize any requirement established by the Contractor and communicated to the Department after award of the contract, which requires payment within a shorter period, or interest payment not in conformance with statute.

## **SUBCONTRACTING**

Contractor shall not delegate any duties covered under this contract to any subcontractor unless written approval is given by the Department. The Department reserves the right to approve all subcontractors and to require Contractor to replace any subcontractor found to be unacceptable. The Contractor shall be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all contract services, whether or not the Contractor performs them.

## **LIABILITY INSURANCE**

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the

Contractor shall provide the following limit(s) and coverage:

Coverage	Limits
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence for bodily injury and property damage \$2,000,000 aggregate
Comprehensive Automobile Liability	\$1,000,000 per accident

Each insurance policy required by this contract shall contain the following clauses:

1. "The State of Hawaii, Department of Public Safety, is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) thereof on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

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

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

If the Contractor is authorized by the Department Coordinator to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Contractor agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

#### **REMOVAL OF CONTRACTOR'S EMPLOYEES**

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Contract Administrator.

## COMPLAINT OR PROTEST

Protestors with a complaint should seek an informal resolution with the procurement officer named in solicitation.

Pursuant to section 103D-701, HRS, and section 3-126-3, HAR, a protest may be filed on any phase of a solicitation including the content of the solicitation, provided that the protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto, and further provided that the protest is submitted in writing prior to the date set for the receipt of offers.

Pursuant to section 103D-701, HRS, and section 3-126-4, HAR, a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

Any protest pursuant to section 103D-701, HRS, and sections 3-126-3, HAR, or 3-126-4, HAR, shall be submitted in writing to the Procurement Officer, Department of Public Safety, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814.

Notice of award(s), if any, shall be posted on the State Procurement Office website: [www.spo.hawaii.gov](http://www.spo.hawaii.gov)

1. Click on "Contract Awards"
2. Click on "Awards"
3. Click on View the awards at "[hawaii.gov/spo2](http://hawaii.gov/spo2)"
4. Click on "Contracts for Goods, Services, and Construction"
5. Click on "Search"
6. Under **Method**, select the appropriate method of solicitation
7. Under **Department** select "Public Safety"
8. Click on "Search"
9. Click on the appropriate Contract / PO No. / Solicitation No.

**CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT  
(Reference §3-122-112, HAR)**

Reference: PSD 21-CPS/SA-54  
(Contract Number)

PSD 21-CPS/SA-54  
(IFB/~~RFP~~ Number)

\_\_\_\_\_ affirms it is in  
(Company Name)  
compliance with all laws, as applicable, governing doing business in the State of Hawaii to  
include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, \_\_\_\_\_  
(Company Name)  
*acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.*

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_