

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
HONOLULU, HAWAII

Legal Ad Date: August 12, 2016

INVITATION FOR BIDS
NO. PSD 17-PERS-06

SEALED BIDS
FOR
FURNISHING

CONTROLLED SUBSTANCE TESTING SERVICES AND
MEDICAL REVIEW OFFICER SERVICES, STATEWIDE

FOR THE
DEPARTMENT OF PUBLIC SAFETY

will be received up to and opened at 2:00 p.m. (HST)
on
September 6, 2016

in the Department of Public Safety's Administrative Services Office, 919 Ala Moana
Boulevard, Room 413, Honolulu, Hawaii, 96814.

Questions relating to this bid solicitation shall be directed in writing to Marc Yamamoto,
Telephone (808) 587-1215, Facsimile (808) 587-1244.

Nolan P. Espinda, Director
Department of Public Safety

Name of Company

The following offer is hereby submitted for PSD 17-PERS-06, furnishing CONTROLLED SUBSTANCE TESTING SERVICES AND MEDICAL REVIEW OFFICER SERVICES, STATEWIDE for the Department of Public Safety, as specified herein.

Offerors shall submit pricing for Group IA and IB for Controlled Substance Testing Services, and/or pricing for Group II Medical Review Officer services. Offerors are advised that the Medical Review Officer is prohibited from maintaining relationships (e.g. financial) with laboratories that could have the reality or create the appearance of a conflict of interest. Therefore, the successful low offeror receiving award for **GROUP I** shall be disqualified from receiving award for **GROUP II**. The bid prices submitted below for the Controlled Substance Testing Services and Medical Review Officer Services shall be the all-inclusive cost to the State and no other charges will be honored.

A. CONTROLLED SUBSTANCE TESTS: All laboratory tests of urine specimens shall include screening and confirmatory tests for the following 10 drugs:

Marijuana metabolites	Barbiturates
Cocaine metabolites	Methaqualone
Amphetamines	Benzodiazepines
Opiate metabolites	Propoxyphine
Phencyclidine and metabolites	Methadone

Item No.	<u>Description</u>	<u>Annual Estimated Requirements</u>	<u>Unit Bid Price</u>	<u>Total Bid Price</u>
<u>Group I A - CONTROLLED SUBSTANCE SPECIMEN TESTING AND COLLECTION SERVICE</u>				
1.	Laboratory test of urine specimen(s) to include Screening Test and Confirmatory Test as specified on Specifications herein. Specimen Collection Service performed at Contractor's collection site(s) on OAHU , Monday through Friday, 8:00 a.m. to 4:30 p.m.	600 tests	\$ _____	\$ _____
2.	Laboratory test of urine specimen(s) to include Screening Test and Confirmatory Test as specified on Specifications herein. Specimen Collection service performed at Contractor's collection site(s) on OAHU , <u>after hours including weekends and holidays.</u>	150 tests	\$ _____	\$ _____
3.	Laboratory test of urine specimen(s) to include Screening Test and Confirmatory Test as specified on Specifications herein. Specimen Collection Service performed at Contractor's collection site(s) on BIG ISLAND , Monday through Friday, 8:00 a.m. to 4:30 p.m.	120 tests	\$ _____	\$ _____

Offeror _____
 COMPANY NAME

<u>Item No.</u>	<u>Description</u>	<u>Annual Estimated Requirements</u>	<u>Unit Bid Price</u>	<u>Total Bid Price</u>
4.	Laboratory test of urine specimen(s) to include Screening Test and Confirmatory Test as specified on Specifications herein. Specimen Collection service performed at Contractor's collection site(s) on BIG ISLAND , <u>after hours including weekends and holidays.</u>	25 tests x	\$ _____	= \$ _____
5.	Laboratory test of urine specimen(s) to include Screening Test and Confirmatory Test as specified on Specifications herein. Specimen Collection Service performed at Contractor's collection site(s) on MAUI , Monday through Friday, 8:00 a.m. to 4:30 p.m.	100 tests x	\$ _____	= \$ _____
6.	Laboratory test of urine specimen(s) to include Screening Test and Confirmatory Test as specified on Specifications herein. Specimen Collection service performed at Contractor's collection site(s) on MAUI , <u>after hours including weekends and holidays.</u>	25 tests x	\$ _____	= \$ _____
7.	Laboratory test of urine specimen(s) to include Screening Test and Confirmatory Test as specified on Specifications herein. Specimen Collection Service performed at Contractor's collection site(s) on KAUAI , Monday through Friday, 8:00 a.m. to 4:30 p.m.	40 tests x	\$ _____	= \$ _____
8.	Laboratory test of urine specimen(s) to include Screening Test and Confirmatory Test as specified on Specifications herein. Specimen Collection service performed at Contractor's collection site(s) on KAUAI , <u>after hours including weekends and holidays.</u>	10 tests x	\$ _____	= \$ _____

Percentage of bid prices for Controlled Substance Specimen Testing and Collection Service representing Labor: _____%

Offeror _____
COMPANY NAME

Item No.	Description	Annual Estimated Requirements	Unit Bid Price	Total Bid Price
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Group I B - EXPERT TESTIMONY / DEPOSITION

- | | | | | |
|-----|--|-------------|----------|------------|
| 09. | Expert testimony by M.D.or Ph.D., as specified in Specifications herein. | 100 hours x | \$ _____ | = \$ _____ |
| 10. | Expert testimony by toxicologist, as specified in Specifications herein. | 100 hours x | \$ _____ | = \$ _____ |

TOTAL SUM BID - GROUP I (ITEMS 1-10): \$ *

* Unit bid prices quoted shall include all costs to be incurred in providing the services specified herein, including applicable taxes.

Group II - MEDICAL REVIEW OFFICER (MRO) SERVICES

- | | | | | |
|----|---|----------------|----------|------------|
| 1. | MRO Services as specified in Specifications herein. | 1055 reviews x | \$ _____ | = \$ _____ |
|----|---|----------------|----------|------------|

TOTAL BID PRICE – GROUP II (ITEM 1): \$ *

*Unit bid prices quoted shall include all costs to be incurred in providing the services specified herein, including applicable taxes.

Offerors are advised that the Medical Review Officer is prohibited from maintaining relationships (e.g. financial) with laboratories that could have the reality or create the appearance of a conflict of interest. Therefore, the successful low offeror receiving award for **GROUP I** shall be disqualified from receiving award for **GROUP II**.

Offeror _____
COMPANY NAME

OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION AS APPROPRIATE:

GROUP I

A. References. List names and addresses of three (3) government agencies or companies for whom Offeror has provided or is currently providing **Controlled Substance Testing Services**.

1. Agency: _____

Address: _____

Contact & Telephone No.: _____

2. Agency: _____

Address: _____

Contact & Telephone No.: _____

3. Agency: _____

Address: _____

Contact & Telephone No.: _____

B. Location, hours of operation, contact, of all collection site(s) on the Island of **Oahu**:

Address

Hours of Operation

Contact/Phone No.

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

Offeror _____

COMPANY NAME

Location, hours of operation, contact, of all test site(s) on the Island of **Hawaii**:

<u>Address</u>	<u>Hours of Operation</u>	<u>Contact/Phone No.</u>
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____

Location, hours of operation, contact, of all test site(s) on the Island of **Maui**:

<u>Address</u>	<u>Hours of Operation</u>	<u>Contact/Phone No.</u>
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____

Location, hours of operation, contact, of all test site(s) on the Island of **Kauai**:

<u>Address</u>	<u>Hours of Operation</u>	<u>Contact/Phone No.</u>
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____

- C. List a minimum of two (2) M.D.s or Ph.D.s and two (2) Toxicologists that will be providing controlled substance testing services under this contract. M.D.s or Ph.D.s shall qualify as experts to provide testimony under this contract:

<u>Name</u>	<u>Phone No.</u>	<u>Years of Experience</u>
(1)	_____	_____
(2)	_____	_____
(1)	_____	_____
(2)	_____	_____

Offeror _____
COMPANY NAME

GROUP II

A. References. List names and addresses of three (3) government agencies or companies for whom Offeror has provided or is currently providing **Medical Review Officer (MRO) Services**.

1. Agency: _____

Address: _____

Contact & Telephone No.: _____

2. Agency: _____

Address: _____

Contact & Telephone No.: _____

3. Agency: _____

Address: _____

Contact & Telephone No.: _____

B. List a minimum of two (2) Hawaii State licensed **Medical Review Officers (MROs)** that will be providing MRO services under this contract:

1. Name: _____

Address: _____

MRO License No.: _____

Years of Experience: _____

2. Name: _____

Address: _____

MRO License No.: _____

Years of Experience: _____

Offeror _____

COMPANY NAME

GROUP I or GROUP II

INSURANCE COVERAGE

A. Commercial General/Product Liability Insurance will be provided by:

Name of Insurance Company: _____

Policy Number: _____

Policy Period: _____

B. Medical Professional Liability Insurance will be provided by:

Name of Insurance Company: _____

Policy Number: _____

Policy Period: _____

Offeror _____
COMPANY NAME

WAGE CERTIFICATE
(For Service Contracts)

Subject: IFB/RFP No.: PSD 17-PERS-06

Title of IFB/RFP: CONTROLLED SUBSTANCE TESTING SERVICES
AND MEDICAL REVIEW OFFICER SERVICES, STATEWIDE FOR THE
DEPARTMENT OF PUBLIC SAFETY

(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

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

Reference: PSD 17-PERS-06 IFB No. PSD 17-PERS-06
(Contract Number) (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: _____

SPECIFICATIONS

CONTROLLED SUBSTANCE TESTING SERVICES (GROUP I)

SCOPE

The Department of Public Safety is soliciting bids for complete Controlled Substance Testing Services that will be conducted on designated Department of Public Safety employees. These services will be required for the islands of Oahu, Hawaii (Big Island), Maui, and Kauai. The Contractor shall provide the services on a seven (7) day, twenty-four (24) hour basis, including holidays. The quantities as stated on the Offer pages are estimated. The Department of Public Safety reserves the right to purchase a greater or lesser quantity of services as conditions may warrant.

The Contractor shall be licensed or approved for substance abuse testing by the State of Hawaii, Department of Health and must comply with Chapter 329B of the Hawaii Revised Statutes and the Hawaii Administrative Rules, Title II Department of Health, Chapter 113, Substance Abuse Testing. Offeror shall attach a copy of the license/approval to the bid document.

DESCRIPTION OF WORK

Services to be provided shall include:

- A. Required, random, post altercation, reasonable suspicion, return to work, and follow-up collection of urine specimens for drug testing at times designated by the Department Coordinator.
- B. Collection of urine specimens at Contractor's designated collection sites. Contractor must comply with the requirements of the specific actions outlined in the Specifications. See page S-2 for locations of the collection sites throughout the State.
- C. Inspection of and ensuring that collection sites meet current State Department of Health requirements for security, privacy, and integrity.
- D. Ensuring compliance to the chain-of-custody requirements of the specimen(s).
- E. Referral of all test results to the Medical Review Officer (MRO) as designated by the Department Coordinator.
- F. Provide expert testimonies at arbitration or before the Merit Appeals Board (or similar body) or court of law as required on behalf of the Department regarding the methodology and findings of the urinalysis screening testing services provided by the Contractor.
- G. Under this contract, travel to the neighbor islands may be required. Contractor is responsible for all travel related expenses including but not limited to airfare and ground transportation.
- H. Establish data security program. Test data and employee records are CONFIDENTIAL. All requests for information shall be referred to the Department Coordinator. Employee confidential right shall be respected.

COLLECTION SITES

Contractor shall have as a minimum, a designated collection site at the following locations. All locations shall be able to provide services daily, 24-hours a day.

<u>Island</u>	<u>Location</u>
Oahu	Honolulu District Windward District Leeward District
Hawaii	Hilo District
Maui	Wailuku District
Kauai	Lihue District

CONTROLLED SUBSTANCE TESTING PROCEDURES

Testing shall be conducted in accordance with current State Department of Health rules and Chapter 329B of the Hawaii Revised Statutes.

Urine specimens shall be collected at Contractor's sites approved by the Department Coordinator. Such collection site shall:

1. provide for privacy enclosure for urination;
2. have a toilet;
3. have a suitable clean writing surface;
4. have a water source for hand washing, which to the extent possible, be outside of the privacy enclosure;
5. be visually inspected prior to specimen collection to ensure that unauthorized persons are not present and that there are no unobserved entrance points;
6. have restricted access during specimen collection;
7. have bluing agent added to the toilet water;
8. have other sources of water turned off or taped in such a way to prevent use if they are located within the privacy enclosure where urination occurs; and
9. shall have other sources of water closely monitored to ensure that they are not used to adulterate the sample.

Contractor's personnel at the collection site shall be responsible for the integrity of the specimen collection and transfer process, and for ensuring the dignity and privacy of the donor. Contractor personnel must be thoroughly trained to prepare the collection site, collect specimens, examine specimens for tampering or sample adulteration, observe collections, split the specimens, and properly label and preserve chain of custody of specimens.

Urine specimen collected shall be split and poured into two specimen bottles. This will provide an employee with the option of having an analysis of the split sample performed at a separate laboratory should the primary specimen test result be verified positive. Employees shall have 72 hours after being informed by the MRO of a verified positive test to request testing of the split sample. The employee must pay for the test at the time he/she submits the request for retesting. Contractor shall be responsible for collecting payment from the employee and the payment for testing performed by a separate laboratory.

In the following circumstances, collection site personnel shall observe a second collection immediately after the first collection if:

1. The employee has presented a urine sample that falls outside the normal temperature range (90.5 to 99.8 F) and
 - a. The employee declines to provide a measurement of oral body temperature, or
 - b. Oral body temperature varies by more than 1 C/1.8 F from the temperature of the specimen.

OR

2. The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g. substitutes urine in plain view, blue dye in specimen presented, etc.)

LABORATORY ANALYSIS PROCEDURES

A combination of immunoassay screening with confirmation by gas chromatography / mass spectrometry (GC/MS) shall be utilized for drug testing. Testing shall be done by a laboratory certified by the State Department of Health. GC/MS cut-off values have been established for each of the analyses listed. Any result at or above the GC/MS cut-off level confirms the positive EMIT screening test and indicates the presence of a drug within the drug class.

<u>Drug Class</u>	<u>Screening Level (EMIT)</u>	<u>Confirmatory Level (GC/MS)</u>
1. AMPHETAMINES	1,000 ng/ml	
Amphetamine		500 ng/ml
Methamphetamine		500 ng/ml
2. CANNABINOIDS		
THC1	50 ng/ml	15 ng/ml
3. COCAINE		
Benzoyllecgonine	300 ng/ml	150 ng/ml
4. OPIATES	2000 ng/ml	
Codine		2000 ng/ml
Morphine		2000 ng/ml
5. PHENCYCLIDINE	25 ng/ml	25 ng/ml
6. Barbiturates	300 ng/ml	200 ng/ml
7. Methaqualone	300 ng/ml	200 ng/ml
8. Benzodiazepines	300 ng/ml	200 ng/ml
9. Propoxyphene	300 ng/ml	200 ng/ml
10. Methadone	300 ng/ml	200 ng/ml

EMIT = Enzyme Multiplied Immunoassay Technique
 GC/MS = Gas Chromatograph/Mass Spectrometry
 ng/ml = Nanograms / Milliliter

CONTROLLED SUBSTANCE TEST RESULTS/ REPORTS

The Contractor shall submit written notification of controlled substance test results within seventy-two (72) hours from the time the specimen is received in the laboratory. A chain of custody will be initiated and maintained for the reporting and delivery of test results. All reports shall be enclosed in envelopes, sealed and addressed to the Medical Review Officer designated by the Department Coordinator. Results may be submitted by facsimile or other electronic means, if so instructed by the Department Coordinator.

GENERAL REQUIREMENTS

1. Contractor must be knowledgeable on the use of test equipment and test methodology, as referenced.
2. Contractor shall make all necessary preparations to accommodate the number of employees that are expected to report for controlled substance to a designated collection site.
3. All services required shall be performed by the Contractor or his/her employees under his/her supervision, and all personnel assigned under this contract shall be fully qualified and shall be authorized under Federal, State, and local laws to perform such services.
4. The Contractor shall maintain accounting procedures and practices acceptable to the State and shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all expenditures of any nature related to the Contractor's performance. The books, records, and documents shall be subject at all reasonable times for inspection, reviews, or audits by the State.
5. The Contractor shall allow the State to inspect and have access to records, reports, files and other related documents of the Contractor, to enable said agency or persons to monitor and evaluate the program, management, and fiscal practices of the Contractor to assure proper expenditure of State funds.

SPECIFIC REQUIREMENTS

1. The Contractor shall endeavor to provide employees of the Department of Public Safety reporting to the Contractor's collection site with priority servicing.
2. The Contractor is responsible for verifying the identification of the employee reporting for controlled substance testing at the Contractor's site. Acceptable forms of identification shall be a valid State of Hawaii driver's license or State identification. Department Coordinator will provide the Contractor with a list of its current employees.
3. The Contractor shall indicate the date, time in, and time out, of the employee's arrival and departure from the Contractor's site, in an appropriately designated area on the test form. The test form shall be verified and signed by an authorized representative of the Contractor.
4. The Department shall endeavor to provide at least 24 hours notice to the Contractor for the scheduling of the collection. However, advance notice to the Contractor will not be provided in cases where there is a reasonable suspicion that an employee is under the influence of a substance or a post altercation incident

5. The Department will endeavor to have a supervisor (usually male) escort employees reporting to the collection site after hours. Supervisor escorts are allowed to serve as an observer. If a female observer is needed and the lab does not have a female available at a particular time, additional time will be allowed for the laboratory to get an observer to the site.

SPECIFICATIONS

MEDICAL REVIEW OFFICER SERVICES (GROUP II)

SCOPE

The Department of Public Safety is seeking a qualified Contractor who shall provide Medical Review Officer (MRO) services in accordance with current State Department of Health rules.

DESCRIPTION OF WORK

The Medical Review Officer shall perform the following services:

1. Receive results of all drug tests from the laboratory;
2. Conduct administrative review of the control and custody form to ensure its accuracy;
3. Review and interpret an individual's confirmed positive test by:
 - a. reviewing the individual's medical history, including any medical records and biomedical information provided;
 - b. affording the individual an opportunity to discuss the test result; and
 - c. deciding whether there is a legitimate medical explanation for the result, including legally prescribed medication;
4. If appropriate, request the laboratory to analyze the original specimen again to verify the accuracy of the test result reported;
5. Notify each employee who has a verified positive test that the employee has 72 hours in which to request an analysis of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to ship the split specimen to another State Department of Health certified laboratory for analysis. The employee shall pay for the confirmation test prior to shipment.
6. If the analysis of the split specimen fails to confirm the presence of drug(s) or drug metabolites(s) found in the primary specimen, or if the split specimen is unavailable or inadequate for testing, the MRO shall cancel the test and report the cancellation, and the reason for it to the Department Coordinator and the employee;
7. If the employee has not contacted the MRO within 72 hours of being notified of a verified positive drug test, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from contacting the MRO in time;
8. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within 72 hours, the MRO shall direct that the analysis of the split specimen be performed;

9. If the MRO concludes that there is no legitimate explanation for the employee's failure to contact the MRO within 72 hours, then the MRO is not required to direct the analysis of the split specimen to be performed;
10. If, after the MRO makes all reasonable efforts (and documents them), the MRO is unable to reach the individual directly, the MRO shall contact the Department Coordinator who shall then arrange to have the individual contact the MRO as soon as possible. If, after making all reasonable efforts, Department Coordinator is unable to contact the employee, the MRO shall inform the Department Coordinator of the test results and the Department.
11. The MRO shall send via confidential envelope, facsimile or other electronic means to the Department Coordinator, a signed, written notification of the tests conducted. Reporting of a verified positive test result shall NOT be delayed pending the split specimen analysis;
The notification shall contain the following:
 - a. A statement that the test was conducted in accordance with United States Department of Transportation requirements; (Note: Although the testing specifications of this solicitation require compliance with SOH Department of Health regulations and SOH union contract agreements allow testing by laboratories certified by the SOH Department of Health, the Department of Public Safety's testing procedures must follow the United States Department of Transportation Regulations.)
 - b. The name of the individual for whom the test results are being reported;
 - c. The type of test conducted (e.g. random, post-altercation, reasonable suspicion);
 - d. The identities of the persons or entities performing the collection analysis of the specimens and serving as the Medical Review Officer for the specific tests;
 - e. The verified results of a controlled substances test, either positive or negative, and if positive, the identity of the controlled substance(s) for which the test was verified positive.
12. Sign-off on and send all test result reports to the Department Coordinator and maintain all necessary records;
13. Protect the employee's privacy and testing program confidentiality;
14. Provide expert testimony before judicial proceedings as may be called upon.

GENERAL REQUIREMENTS

1. The MRO is prohibited from maintaining relationships with laboratories that could have the reality or create the appearance of conflict of interest.
2. All services required shall be performed by the Contractor or his/her employees under his/her supervision, and all personnel assigned under this contract shall be fully qualified and shall be authorized under Federal, State, and local laws to perform such services.
3. The Contractor shall maintain accounting procedures and practices acceptable to the State and shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all expenditures of any nature related to the Contractor's performance. The books, records, and documents shall be subject at all reasonable time for inspections, reviews, or audits by the State.

4. The Contractor shall allow the State to inspect and have access to records, reports, files, and other related documents of the Contractor, to enable said agency or persons to monitor and evaluate the program, management, and fiscal practices of the Contractor to assure proper expenditure of State funds.

SPECIAL PROVISIONS

SCOPE

The furnishing of Controlled Substance Testing Services and Medical Review Services, Statewide for the Department of Public Safety, shall all 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 the Department of Public Safety, Administrative Services Office, Purchasing and Contracts, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814 (ASO-PC).

DEPARTMENT COORDINATOR

For the overall purposes of this contract, Ms. Colleen Miyasato, Personnel Officer for the Department of Public Safety, or her authorized representative is designated the Department Coordinator/Contract Administrator. Ms. Miyasato may be contacted at (808) 587-1221.

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing controlled substance testing services for the twelve-month period commencing from the start date of the Notice to Proceed.

Unless terminated, the contract may be extended for not more than three (3) additional twelve (12) month periods without the necessity of rebidding upon mutual agreement in writing, provided that the contract price remains the same or lower than the initial bid price(s) except for price adjustments as allowed on pages SP-9 and SP-10, and if required, approval by the State Procurement Office.

OFFEROR QUALIFICATION

Controlled Substance Testing Services

1. Offeror shall ensure that they are able to meet all of the requirements specified herein.
2. Offeror shall have a local office/representative in place on the island of Oahu at the time of bid opening, and an office and responsible individual in the State of Hawaii who can be contacted on matters concerning this contract.
3. For reasons of quality assurance, in terms of handling of specimens, chain of custody and the expert witness attesting to a subcontractor's work, subcontracting is not permitted for this contract.
4. Offeror must have at least three (3) years of experience within the preceding five (5) years of the bid opening date in controlled substance testing as specified herein.
5. Offeror's M.D.s or Ph.D.s and toxicologists, who will be assigned under this contract must have a minimum of three (3) years of experience within the preceding five (5) years of the bid opening date in providing expert testimony. Such Contractor's personnel must also have an in-depth knowledge of the Omnibus Transportation Employee Testing Act of

1991, and other Federal and State laws, regulations, rules, and policies concerning drug testing. Offeror's M.D.s or Ph.D.s and toxicologists shall qualify as experts to testify in court if the offender disputes the confirmatory test results. All travel costs by the contractor's experts to provide court testimony shall be the responsibility of the contractor.

6. Offeror's laboratory for drug testing must be approved by the State Department of Health and must comply with the following requirements:
 - a) Laboratory must have on staff qualified M.D.s or Ph.D.s and toxicologists trained in toxicology.
 - b) Laboratory must have quality assurance programs documented and open for inspection.
 - c) Laboratory must have in operation a legally defensible protocol for documenting the authenticity of testing a specimen.
 - d) Laboratory must have in operation an established specimen integrity protocol.
 - e) Laboratory must have internal and external blind submission quality assurance programs.

Medical Review Officer Services

At the time of bid opening, Offeror shall have a minimum of two (2) State of Hawaii licensed Medical Review Officers (MROs) who will be assigned under this contract and who are currently residing in the State of Hawaii. All MROs must have a minimum of three (3) years of experience within the preceding five (5) years in providing MRO services.

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.

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.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Offerors are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

A **Medical Laboratory Technician** is required for this contract (refer to attached EXHIBIT A-1 Class Specifications); therefore, Contractor is required to pay such employee(s) performing work under this contract the specified prevailing public employee wages. As of July 1, 2014, the current wage rate for Medical Laboratory Technician ranges from \$16.21 (Step A) through \$25.97 (Step M) per hour, and effective January 1, 2017, \$16.47 (Step A) to \$26.38 (Step M) per hour. Accordingly, Offeror should consider the aforementioned wage rate when preparing the offer.

OFFER PREPARATION

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

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material which contains an original signature indicating the Offeror's intent to be bound.

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 is doing business in the State and that he 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 rates of the GET and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Bid Price. Unit bid prices quoted shall include all costs to be incurred in providing the services specified herein, including applicable taxes. Accordingly, the unit bid prices shall be the all-inclusive cost to the State and no other charges will be honored. On the offer forms, there are two groups, GROUP I and GROUP II. Offeror may submit pricing for both groups, however, may only be awarded ONE group. Offerors are advised that the Medical Review Officer is prohibited from maintaining relationships (e.g. financial) with laboratories that could have the reality or create the appearance of a conflict of interest. Therefore, the successful low offeror receiving award for GROUP I shall be disqualified from receiving award for **GROUP II**.

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.

Offer Guaranty. A bid security deposit is not required for this solicitation.

Insurance. Offeror shall provide insurance information, as requested on the appropriate Offer Form page.

References. Offeror shall list on the appropriate Offer Form pages at least three references for whom he/she has performed subject services and who can, if necessary, attest to his/her performance. The State reserves the right to contact the references to inquire about Offeror's current or past service performance.

Collection Site Locations. Offeror shall provide on the appropriate Offer Form pages information regarding the Offeror's collection site locations, hours of operation, point of contact and telephone number.

Names of M.D.s, Ph.D.s, Toxicologists and Licensed MROs. For **Group I** of this bid, Offeror shall list on the appropriate Offer Form page a minimum of two (2) names of M.D.s or Ph.D.s and two (2) names of toxicologists. For **Group II** of this bid, Offeror shall list a minimum of two (2) State of Hawaii licensed MROs to be used under this contract. Any proposed changes, reassignments, or substitutions on this list during the contract performance period shall be submitted to the Department Coordinator/Contract Administrator for approval.

Wage Certificate. Offeror shall complete and submit the attached wage certification by which Offeror certifies that the services required shall be performed pursuant to Section 103-55, HRS.

QUANTITIES

Quantities listed herein are estimates for the 12-month period specified. No guarantee to purchase the exact amount listed is intended or implied.

The State 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.

OFFER SUBMITTAL

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

Offeror shall submit the offer 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 and title "PSD 17-PERS-06"
The Date and Time of the bid opening,
Attention: Procurement and Contracts

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.

METHOD OF AWARD

Award, if any, for **Group I** shall be to the qualified responsive and responsible Offeror submitting the lowest **Total Sum Bid – Group I (Items 1-10)**. Offerors must bid on all items in Group I (Item Nos. 1 through 10) to be considered for award.

Award, if any, for **Group II** shall be to the qualified responsive and responsible Offeror submitting the lowest **Total Bid Price – Group II (Item 1)**.

As stated on Offer Form, page OF-4, the successful low Offeror for Group I will be disqualified from receiving award for Group II. In the event that the responsive and responsible low Offeror for Group I is also the lowest Offeror on Group II, the responsive and responsible Offeror submitting the second lowest offer for Group II shall receive the award for Group II.

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/

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. 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.

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.

Commercial general/product liability and medical professional liability insurance shall be required of the Contractor under this contract.

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

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:

<u>Coverage</u>	<u>Limits</u>
1. Commercial General/Product Liability (Occurrence form)	\$1,000,000 per occurrence for bodily injury and property damage \$2,000,000 aggregate
2. Medical Professional Liability	\$1,000,000 per claim \$2,000,000 annual aggregate

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."

The Contractor will immediately provide written notice to the Department of Public Safety, ASO Purchasing and Contracts Staff should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope or not renewed upon expiration.

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 or 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.

CONTRACT ADJUSTMENT PURSUANT TO SECTION 103-55, HRS

Should public employee wages for a Medical Laboratory Technician increase during any period of the contract, including supplements, the Contractor may request for an increase in contract price. The increase requested shall be the result of a wage increase to the Contractor's employees performing the work herein.

The wage rate for a Medical Laboratory Technician is:

Effective July 1, 2014: BU 03 / SR 14 -Hourly	\$16.21 (Step A) to \$25.97 (Step M)
Effective January 1, 2017: BU 03 / SR 14 -Hourly	\$16.47 (Step A) to \$26.38 (Step M)

Contractor's request for an increase must meet the following criteria:

1. At the time of request, Contractor must provide documentation to show that he is in compliance with Section 103-55, HRS, i.e., its employees are being paid no less than the known wage of the specified public employees. Documents shall include employees' payroll records and a statement that those employees are being utilized for this contract.
2. Contractor's request for an increase shall be submitted in writing to the Department of Public Safety's Procurement and Contracts Office, on a timely basis.

Contractor's request for an adjustment to the contract price due to public employee wage increases shall be retroactive only to the beginning of the current twelve-month or shorter contract period.

3. The price adjustment method by which the bid price per test shall be calculated is as follows:

BP	= Bid Price	Example: \$10.00/test
% of BP	representing Labor	Example: 60 %
CHW	= Current Hourly Wage Rate	Example: \$10.00/hour
NHW	= New Hourly Wage Rate paid to State employees	Example: \$11.00/hour
HWI	= Hourly Wage Increase to State employees (NHW – CHW) / CHW	Example: (\$11.00/hour - \$10.00/hour)/(\$10.00/hour) = 10%
ABP	= Adjusted Bid Price	
	Example: ABP = BP + (BP x % of BP representing Labor x % HWI	
	= \$10.00 + (\$10.00 X 60% x 10%)	
	= \$10.60	

4. In addition to the actual dollar amount of wage increase, Contractor may apply for the percentage (%) fringe benefits required by statute. However, the resulting fringe benefit percentage increase shall only be applicable to the actual dollar amount of the increase, and the State shall only consider those benefits that are required by contract and are directly affected by the wage increase.

If the request includes an adjustment for wage related fringe benefits, Contractor must provide support documentation and an itemized percentage breakdown of the fringe benefits being paid. The State has determined that the applicable fringe benefits for wage related price adjustments shall be limited to federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance and prepaid health care.

The percentage increase for fringe benefits is set at 16%, which includes workers' compensation, temporary disability insurance and unemployment insurance. If Contractor is able to document that its percentage for fringe benefits is higher than 16%, the State will review the Contractor's claims.

If allowable fringe benefits are requested, then the following method of calculation shall be applied to the HWI:

16%	= % Total for Allowable Fringe Benefits	(Example: 16%)
\$AFB	= Adjustment for Allowable Fringe Benefits (HWI x %FB)	(Example: \$.50 x .16 = \$.08)

The ABP + \$AFB is equal to the adjusted contract unit bid price. In the example, \$15.50 + \$.08 = \$15.59. The allowable amount of increase to the original unit bid price in the example is \$.59.

INVOICING

Contractor shall send monthly invoices, original and three (3) copies, to the Department Coordinator/Contract Administrator:

Ms. Colleen Miyasato
Department of Public Safety
Personnel Management Office

919 Ala Moana Boulevard, Room 110
Honolulu, Hawaii 96814

Invoices shall list the employee social security number (or approved alternative such as valid State of Hawaii Driver's License identification number), date of the examination, cost of service, and any other pertinent invoicing information.

Contractor shall reference the contract number on all invoices for payment.

A valid "Certificate of Vendor Compliance" as provided by the Hawaii Compliance Express (HCE) or a valid tax clearance (not over two-months old) and an original "Certification of Compliance For Final Payment" (SPO Form-22) must accompany the invoice for final payment on the contract.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory performance of the 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 payments greater than that allowed by Section 103-10, HRS, as amended.

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

No payment, whether partial or final, shall be construed to be an acceptance of a defective or unacceptable service or product.

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

Contractors not participating on the HCE, are required to submit a tax clearance certificate (not over two-months old) and an original "Certification of Compliance For Final Payment" (SPO Form-22), attached, for final payment.

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.

CONFIDENTIALITY OF INFORMATION

Any information, data, or report given to, or prepared, or assembled by the Contractor that the Department requests to be kept confidential, shall not be made available to any individual or organization without the approval of the Department Coordinator.

COMPLAINT OR PROTEST

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

1. Click on "Contract Awards"
2. Click on "Awards"
3. Click on View the awards at "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.

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Class Specification
for the Class:

MEDICAL LABORATORY TECHNICIAN

Duties Summary:

Performs all standard medical laboratory tests and examinations for use in the detection, diagnosis, and treatment of diseases; utilizes quality control programs; performs routine instrument maintenance; prepares and maintains detailed and accurate records and reports of tests and inventories; and performs other duties as required.

Distinguishing Characteristics:

This class involves responsibility for the independent conduct of all standard tests in an up-to-date clinical (medical) laboratory. Testing involves the meticulous performance of a number of sequential steps, the close discrimination of similar items, and the correction of errors through the use of pre-set strategies. A position in this class is expected to be able to recognize problems, identify direct causes (technical and instrumental) and make simple corrections. For confirmation of results, knowledge of more than one test within each specialty area is expected. Quality control programs are utilized and maintained within predetermined parameters.

Work in this class requires specialized knowledge, abilities and skills in medical laboratory techniques and equipment typically acquired through a formal medical laboratory technician educational program and evidenced through formal licensure as a Clinical Laboratory Technician by the State Department of Health. In addition to knowledge of well established and accepted laboratory practices acquired through education and/or training, predetermined criteria for decision-making which anticipates problems and specifies alternatives should be available in the form of policies and procedures, laboratory manuals, instructions, and guides. In the absence of such and in problem or unusual cases, the supervisor is consulted. Moreover, the technical work performed by a position in this class is subordinated and subject to the direction and review of a professional laboratory specialist such as a Medical Technologist or Pathologist.

An incumbent in this class is independently responsible for his own work and may supervise lower level support personnel as assigned. Teaching responsibilities are limited to demonstrations of routine procedures. Personal contacts with patients (e.g., to collect specimens) and other hospital personnel are inherent in the work functions.

Examples of Duties:

Performs a variety of standard tests in one or more areas of laboratory work such as hematology, blood banking, microbiology, serology, histology, chemistry and urinalysis; performs a battery of urinalysis to include microscopic examination; performs complete blood count to include differential and reticulocyte and platelet counts; performs routine chemistries; performs routine cultures and reads and records results of sensitivity testing; examines plates for growth and identifies common pathogens; prepares and screens stool concentrations for ova and parasites; prepares specimens for tuberculosis and fungus studies, including smears and culturing of concentrates; performs blood typing, ABO group and RH, and antibody screen; operates and maintains automatic chemistry instruments, automatic hematology instruments, coagulation instruments, specific gravity refractometer, autodilutors and rotators; may assist with bone marrow aspirations and prepares and uses special stains; performs venipuncture work utilizing knowledge of specimen amount and type required for various analytical test requests; maintains accurate records and uses recording systems to check supply inventories and calculates quality control figures; may supervise lower level workers as assigned.

Knowledge and Abilities Required:

Knowledge of: Specific techniques and instruments relative to medical laboratory testing practices; basic chemistry and biology.

Ability to: Perform tests of an exacting nature involving a number of meticulous sequential steps; recognize problems, identify factors which directly affect procedures and results and make corrections; make mathematical calculations; operate and maintain various common laboratory equipment and instruments; keep accurate records and prepares reports; follow oral and written instructions; deal effectively with patients and hospital staff.

This is the first specification for the new class MEDICAL LABORATORY TECHNICIAN.

DATE APPROVED: 12/5/79

/s/ Wayne J Yamasaki
for JAMES H. TAKUSHI
Director of Personnel Services