

# NOTICE TO REQUESTER

TO: Nate Carlisle  
FROM: University of Hawai'i (Ryan Akamine, 808-956-2211)  
(Agency/name & telephone # of contact person at agency)  
DATE REQUEST RECEIVED: July 3, 2007  
DATE OF THIS NOTICE: July 25, 2007

**GOVERNMENT RECORDS YOU REQUESTED** (attach copy of request or provide brief description below):  
See attached letter dated June 28, 2007. The documents requested are also attached. Note that the University of Hawai'i (UH) does not disclose the type of drug detected, but screens for the presence of THC, opiates, amphetamine and cocaine, but not steroids. Additional time, however, will be required to determine whether documents exist to fulfill your request for:

Audits or reports discussing the drug testing of athletes, excluding standardized information provided by other governmental agencies or the NCAA.

## NOTICE IS PROVIDED TO YOU THAT YOUR REQUEST:

- Will be granted in its entirety.  
 Cannot be granted because  
 Agency does not maintain the records. Agency believed to maintain records: \_\_\_\_\_  
 Agency needs a further description or clarification of the records requested. Please contact the agency and provide the following information: \_\_\_\_\_
- Request requires agency to create a summary or compilation from records not readily retrievable.  
 Is  denied in its entirety  will be granted only as to certain parts based upon the following exemption provided in HRS § 92F-13 and/or § 92F-22 and other laws cited below (portions of records that agency will not disclose should be described in general terms).

<u>RECORDS OR INFORMATION WITHHELD</u>	<u>APPLICABLE STATUTES</u>	<u>AGENCY JUSTIFICATION</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## REQUESTER'S RESPONSIBILITIES:

You are required to (1) pay any lawful fees assessed; (2) make any necessary arrangements with the agency to inspect, copy or receive copies as instructed below; and (3) provide the agency any additional information requested. If you do not comply with the requirements set forth in this notice within 20 business days after the postmark date of this notice or the date the agency makes the records available, you will be presumed to have abandoned your request and the agency shall have no further duty to process your request. Once the agency begins to process your request, you may be liable for any fees incurred. If you wish to cancel or modify your request, you must advise the agency upon receipt of this notice.

## METHOD & TIMING OF DISCLOSURE:

Records available for public access in their entireties must be disclosed within a reasonable time, not to exceed 10 business days, or after receipt of any prepayment required. Records not available in their entireties must be disclosed within 5 business days of this notice or after receipt of any prepayment required. If incremental disclosure is authorized by HAR § 2-71-15, the first increment must be disclosed within 5 business days of this notice or after receipt of any prepayment required.

**Method of Disclosure:**

- Inspection at the following location: \_\_\_\_\_.
- Copy will be provided in the following manner:
  - Available for pick-up at the following location: \_\_\_\_\_.
  - Will be mailed to you.
  - Will be transmitted to you by other means requested: Electronic format.

**Timing of Disclosure:** All records, or first increment where applicable, will be made available or provided to you:

- On \_\_\_\_\_.
- After prepayment of fees and costs of \$ \_\_\_\_\_ (50% of fees +100% of costs, as estimated below).  
Payment may be made by:  cash  personal check  other \_\_\_\_\_.

For incremental disclosures, each subsequent increment will be disclosed within 20 business days after:

- The prior increment (if one prepayment of fees is required and received).
- Receipt of each incremental prepayment required.

Disclosure is being made in increments because the records are voluminous and the following extenuating circumstances exist:

- Agency must consult with another person to determine whether the record is exempt from disclosure under HRS chapter 92F.
- Request requires extensive agency efforts to search, review, or segregate the records or otherwise prepare the records for inspection or copying.
- Agency requires additional time to respond to the request in order to avoid an unreasonable interference with its other statutory duties and functions.
- A natural disaster or other situation beyond agency's control prevents agency from responding to the request within 10 business days.

**ESTIMATED FEES & COSTS:**

The agency is authorized to charge you certain fees and costs to process your request (even if no record is subsequently found to exist), but must waive the first \$30 in fees assessed for general requesters and the first \$60 in fees when the agency finds that the request made is in the public interest. See HAR §§ 2-71-19, -31 and -32. The agency may require prepayment of 50% of the total estimated fees and 100% of the total estimated costs prior to processing your request. The following is the estimate of the fees and costs that the agency will charge you, with the applicable waiver amount deducted:

Fees: Search	Estimate of time to be spent: _____ (\$2.50 for each 15-minute period)	\$ 0
Review & segregation	Estimate of time to be spent: _____ (\$5.00 for each 15-minute period)	\$ 0
Fees waived	<input type="checkbox"/> general (\$30) <input checked="" type="checkbox"/> public interest (\$60)	<\$ _____>
Other	_____ (Pursuant to HAR § 2-7-31(B))	\$ _____
<b>Total Estimated Fees:</b>		<b>\$ 0</b>
Costs: Copying	Estimate of # of pages to be copied: _____ (@ \$ _____ per page.)	\$ 0
Other	_____	\$ 0
<b>Total Estimated Costs:</b>		<b>\$ 0</b>

For questions about this notice, please contact the person named above. Questions regarding compliance with the UIPA may be directed to the Office of Information Practices at 808-586-1400 or oip@hawaii.gov.

DRUG TESTING – CONFIRMED POSITIVE TESTS

2005-2006 (4) Student-Athletes				
Name	Sport	Date	Drug	Action
		8/5/05		Meet with doctor, Enroll in & pass KLS 384
		8/5/05		2 <sup>nd</sup> positive – suspended 30 days
		8/23/05		Failed to provide urine sample, 2 <sup>nd</sup> positive – suspended 30 days
		12/7/05		Treatment program required, withheld from competition per medical doctor until complete treatment and cleared by medical doctor
2006-2007 (1) Student Athlete				
Name	Sport	Date	Drug	Action
		2/1/07		Meet with doctor, Enroll in & pass KLS 384

DRUG TESTING – CONFIRMED POSITIVE TESTS

2002-2003 Student-Athlete		Date	Action
Name		3/20/03	Enroll in & pass KLS 384
2003-2004 Student-Athletes		Date	Action
Name		8/06/03	Enroll in & pass KLS 384
		8/25/03	Enroll in & pass KLS 384
		9/09/03	Enroll in & pass KLS 384
		9/09/03	Enroll in & pass KLS 384
		9/09/03	Enroll in & pass KLS 384
		9/09/03	Enroll in & pass KLS 384
		9/11/03	Enroll in & pass KLS 384
		10/06/03	Enroll in & pass KLS 384
		1/20/04	Enroll in & pass KLS 384
		1/20/04	Enroll in & pass KLS 384
2004-2005 Student Athletes		Date	Action
Name		8/09/04	Enroll in & pass KLS 384
		8/09/04	Enroll in & pass KLS 384
		10/13/04	Immediate suspension 30 days (11/01/04 – 11/30/04) Meet with counselor
		8/09/04	Immediate suspension 30 days (8/25/04 – 9/25/04) Meet with counselor
		8/22/04	Enroll in & pass KLS 384
		10/13/04	Immediate suspension 30 days (10/2/04 – 11/24/04) Meet with counselor
		8/22/04	Enroll in & pass KLS 384
		10/13/04	Immediate suspension 30 days (11/23/04 – 12/22/04)
		8/23/04	Enroll in & pass KLS 384
		8/23/04	Enroll in & pass KLS 384

## 2004-05 DRUG TESTING SCHEDULE AS OF 7/23/04

DATE	TIME	SPORT	NUMBER
8/9 Monday	6:30 AM to	Football	130
	12 noon		
8/10, Tuesday	9:00 AM	Women's Soccer	14
		Women's Volleyball	6
8/18, Wednesday	10:30 AM	Cheerleading	16
	11:00 AM	Football	15
8/22, Sunday	8:00 AM	Women's Cross Country	35
		Women's Track & Field	
8/23, Monday	3:00 PM	Men's Golf	5
	3:15 PM	Men's Tennis	4
8/24, Tuesday	3:30 PM	Men's Basketball	8
	3:00 PM	Women's Softball	11
	3:15 PM	Women's Basketball	5
		Women's Golf	1
		Women's Tennis	3
8/25, Wednesday	3:30 PM	Women's Swimming & D	30
8/26, Thursday	3:00 PM	Men's Volleyball	6
	3:30 PM	Men's Swimming & Divin	25
8/27, Friday	3:00 PM	Women's Sailing	8
	3:15 PM	Women's Water Polo	22
8/27, Friday	3:00 PM	Men's Sailing	5
	3:15 PM	Men's Baseball	21

**NOTE: 8/10, 8/18 & 8/22 will be at Women's Locker Room**

**8/26 & 8/27 will be at Les Murakami Stadium Locker Room**

**All other drug testing will be at Stan Sheriff Center Visitor Locker Rm.**

## 2005-06 DRUG TESTING SCHEDULE AS OF 7/22/05

DATE	TIME	SPORT	NUMBER
8/5, Friday	6:30 AM to	Football	130
	12 noon		
	11:00 AM	Women's Volleyball	1
8/10, Wednesday	9:00 AM	Women's Soccer	16
8/16, Tuesday	10:30 AM	Cheerleading	?
8/21, Sunday	10:00 AM	Women's Cross Country	15
		Women's Track & Field	
8/22, Monday	3:00 PM	Men's Golf	2
	3:15 PM	Men's Tennis	3
	3:30 PM	Men's Basketball	7
8/23, Tuesday	3:00 PM	Women's Softball	12
	3:30 PM	Women's Swimming & Diving	5
	3:45 PM	Women's Basketball	1
		Women's Golf	1
		Women's Tennis	3
8/24, Wednesday	3:00 PM	Men's Volleyball	7
	3:30 PM	Men's Swimming & Diving	10
8/25, Thursday	3:00 PM	Women's Sailing	8
	3:15 PM	Women's Water Polo	3
8/26, Friday	3:00 PM	Men's Sailing	3
	3:15 PM	Men's Baseball	15
<p>NOTE: 8/10, 8/16 &amp; 8/21 will be at Women's Locker Room</p> <p>All other drug testing will be at Stan Sheriff Center Visitor Locker Rm.</p>			

## 2006-07 DRUG TESTING SCHEDULE AS OF 9/1/06

DATE	TIME	SPORT	NUMBER
8/4, Friday	6:30 AM to	Football	50
	9:00 AM		
8/8, Tuesday	3:00 PM	Women's Volleyball	6
8/9, Wednesday	9:00 AM	Women's Soccer	12
8/21, Monday	2:30 PM	Women's Cross Country	15
		Women's Track & Field	
	3:30 PM	Men's Basketball	2
		Men's Golf	3
Men's Tennis		6	
8/22, Tuesday	3:00 PM	Women's Softball	5
	3:30 PM	Women's Swimming & Diving	10
	4:00 PM	Women's Basketball	5
		Women's Golf	2
8/23, Wednesday	3:00 PM	Women's Tennis	3
		Men's Volleyball	12
		Men's Swimming & Diving	12
8/24, Thursday	3:00 PM	Cheerleading	5
		Women's Sailing	6
		Women's Water Polo	6
8/25, Friday	3:00 PM	Men's Baseball	40
		Men's Sailing	4
<p>NOTE: 8/8, 8/9, 8/16 will be at Women's Locker Room All other drug testing will be at Stan Sheriff Center Visitor Locker Rm.</p>			

## SPRING 2007 DRUG TEST

DATE	SPORT	NUMBER
1/10/2007	WT&F	5
2/1/2007	FB	18
1/25/2007	MVB	3
1/10/2007	WTEN	2
1/10/2007	WWP	1
1/10/2007	BASE	1
4/11/2007	MSWIM	3
2/1/2007	SAIL	7

## NCAA Drug-Testing Site Summary

**University of Hawaii at Manoa  
Honolulu, HI  
(808) 956-7301**

Site Number: YER130200510

Test Date: 10/20/2004

Crew Chief: Beth Panwitz  
Phone: (765) 286-1871  
Email: baileybaxter@comcast.net

Site Coordinator: Daniel Arakaki  
Compliance Coordinator  
1337 Lower Campus Road  
Honolulu, HI 96822-2370  
Office: (808) 956-2837  
Fax: (808) 956-5042  
Mobile: (808) 551-0736  
Pager: (808) 571-2700  
Email: darakaki@hawaii.edu

Laboratory: UCLA Olympic Analytical Laboratory

Testing Plan

Minimum number of athletes to test: 26

Sports to be Tested: Football  
Men's Swimming

## NCAA Drug-Testing Site Summary

**University of Hawaii at Manoa  
Honolulu, HI  
(808) 956-7301**

Site Number: YER434200610

Test Date: 2/9/2006

Notification Date: 2/7/2006

Crew Chief: Paul Standard  
Phone: (904) 277-3639  
Email: bchbums@bellsouth.net

Site Coordinator: Bill Bryant  
Ass't Dir. of Compliance & Eligibility  
1337 Lower Campus Road  
Honolulu, HI 96822-2370  
Office: 808-956-4509  
Fax: 808-956-5042  
Home:  
Mobile: 757-812-8914  
Pager:  
Email: wbryant@hawaii.edu

Laboratory: UCLA Olympic Analytical Laboratory

**Testing Plan**

Number of athletes to test: 26

Sport(s) to be Tested: Baseball  
Football

Acknowledge and Continue

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Questions and comments may be sent to [support@ncdfs.com](mailto:support@ncdfs.com).

### NCAA Drug-Testing Site Summary

University of Hawaii at Manoa  
Honolulu, HI  
(808) 956-7301

**Site Number:** YER162200710

**Test Date:** 10/25/2006

**Notification Date:** 10/23/2006

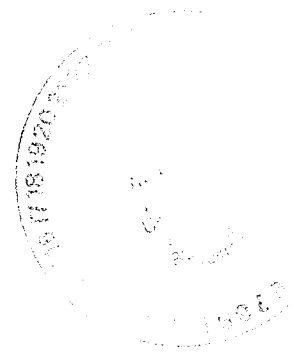
**Crew Chief:** Rodney Dyess  
Phone: (601) 347-1220  
Email: rodneydyess@bellsouth.net

**Site Coordinator:** Bill Bryant  
Assistant Director of Athletics-  
Compliance  
1337 Lower Campus Road  
Honolulu, HI 96822-2370  
Office: 808-956-4509  
Fax: 808-956-5042  
Mobile: 757-812-8914  
Email: wbryant@hawaii.edu

**Laboratory:** UCLA Olympic Analytical Laboratory

**Testing Plan:**  
**Minimum number of athletes to test:** 26

**Sports to be tested:** Football  
Men's Volleyball



May 18, 2006

To: University of Hawaii, Athletics Department  
From: Clinical Laboratories of Hawaii, LLP  
Subject: Renewal of agreement to provide Drug Testing of Athletes for the Athletic Department, University of Hawaii at Manoa, Honolulu, Hawaii

This Extension of Contract is made and entered into this 18<sup>th</sup> day of May, 2006, by and between the University of Hawaii, Athletic Department whose business address is 1337 Lower Campus Rd., Honolulu, HI 96822 and Clinical Laboratories of Hawaii, LLP, whose business address is 91-2135 Fort Weaver Road #300, Ewa Beach, HI 96706.

The University of Hawaii, Athletic Department and Clinical Laboratories of Hawaii, LLP, entered into a Contract, dated June 12, 2004, attached hereto and made a part hereof, to provide drug testing services for the University of Hawaii Athletic Department.

The University of Hawaii, Athletic Department and Clinical Laboratories of Hawaii, LLP has mutually agreed to exercise its option to extend the contract for the period July 1, 2006 through June 30, 2007 at the same bid prices, terms and conditions of the original contract.

University of Hawaii, Athletic Department

Clinical Laboratories of Hawaii, LLP

By: ~~Gale Yamase~~  
~~Athletic Business Office~~

By: Alyssa Park  
Chief Operating Officer

Marilyn Moniz-Kahoohanohano  
Assoc. Athletic Director

05-23-06

5.18.06

Date

Date

Attachments

Clinical Laboratories of Hawaii. LLP

<u>SERVICES</u>	<u>EST. QTY.</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1. Specimen Collection	30 man hours	\$ <u>0</u> per hr./ technician	\$ <u>0</u>
2. Specimen Integrity Verification	400	\$ <u>0</u> per specimen	\$ <u>0</u>
3. Specimen Transportation from Site to Laboratory	8	\$ <u>0</u> delivery occurrence	\$ <u>0</u>
4. Storage Fee (positive samples beyond 30 days after report submitted)	12	\$ <u>0</u> per sample day	\$ <u>0</u>
5. EMIT Screening (THC, Opiates, Amphetamine, Cocaine)	400	\$ <u>16.80</u> per sample	\$ <u>6,720.00</u>
6. GC/MS Confirmation	12	\$ <u>0</u> analyte sample	\$ <u>0</u>
<b>TOTAL AGGREGATE BID</b>			\$ <u>6,720.00</u>

All prices shall include all applicable taxes.

Bidder must bid on all items in order for its bid to be considered for award.

<u>SERVICES</u>	<u>EST. QTY.</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1. Specimen Collection	30 man hours	\$ _____ per hr./ technician	\$ _____
2. Specimen Integrity Verification	400	\$ _____ per specimen	\$ _____
3. Specimen Transportation from Site to Laboratory	8	\$ _____ delivery occurrence	\$ _____
4. Storage Fee (positive samples beyond 30 days after report submitted)	12	\$ _____ per sample day	\$ _____
5. EMIT Screening (THC, Opiates, Amphetamine, Cocaine)	400	\$ _____ per sample	\$ _____
6. GC/MS Confirmation	12	\$ _____ analyte sample	\$ _____
<b>TOTAL AGGREGATE BID</b>			\$ _____

All prices shall include all applicable taxes.

Bidder must bid on all items in order for its bid to be considered for award.

## TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the services required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

### SCOPE OF SERVICES

Contractor shall provide all labor, tools, materials, and laboratory equipment necessary to perform analytical services in urine drug testing required by the University of Hawaii's Drug Education and Testing Program for Student Athletes, Athletics Department, University of Hawaii at Manoa, Honolulu, Hawaii, in accordance with the specifications, terms, conditions, and applicable University regulations.

#### A. Testing Requirements

1. Contractor must be capable of providing street drug urinalyses through initial screening by any immune assay methodology currently accepted by Federal Guidelines (DHHS-NIDA, Federal Register Vol. 53, April 11, 1988). See Attachment 1 for list of prohibited substances.
2. The screening and the conformational analyses by GC-MS must be performed at the same site.
3. Contractor's protocols and analytical methods must comply with State of Hawaii Chapter 113 Substance Abuse Testing (patterned after NIDA guidelines).

#### B. Procedures

1. Urine specimens will be collected and sealed under controlled conditions at designated sites determined by the University of Hawaii.
2. All specimens will be checked and verified for temperature, specific gravity (1.005 - 1.030) and the pH (5-8) of the urine.
3. The Contractor shall provide and complete a chain of custody document for each specimen. Chain of custody protocol shall be established and followed by the Contractor.
4. The Contractor shall provide collection containers (sealed containers) for specimens with a coding system for identification and log-in of specimens with locked boxes or tamper-proof system.

5. The Contractor shall provide an approved security protocol or specimen collection.
6. The number of technicians required to conduct specimen collection shall be determined by the Athletics Department, University of Hawaii.
7. Turn around time shall be 24 hours for GC/MS confirmation.
8. All testing and screening shall be performed on Oahu.
9. All specimens ordered for testing are the property of the University of Hawaii.
10. Contractor shall only test student athletes when accompanied and identified by a University of Hawaii Athletics official.

C. Contractor's Qualification and Capacity

1. Contractor's laboratory must be highly respected with regard to forensic analytical expertise in drug testing and must be approved by the University's Athletic Department.
2. Certification of Contractor's laboratory by the National Institute on Drug Abuse (NIDA) is desirable.
3. All laboratory technicians must be certified under State of Hawaii substance abuse testing laws (equivalent to NIDA requirement).
4. All Contractor's personnel associated with the drug testing program shall have the appropriate training and experience, and shall have successfully passed recent substance of drug abuse testing.
5. Contractor must have a working knowledge on the procedures of testing requirements to comply with the National Collegiate Athletic Association (NCAA) drug testing guidelines.
6. Contractor's laboratory and facilities must be adequately equipped to provide the required testing and be made available for inspection at any time to determine qualification and acceptability.
7. Contractor shall be experienced in legal testimony and be able to provide expert witness testimony to verify and defend test results upon request by the University of Hawaii.
8. Contractor must be able to provide on site collection capabilities.

All questions pertaining to the Technical Specifications shall be directed to Daniel Arakaki, Compliance Officer, telephone (808) 956-2637.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made in writing to Daniel Arakaki prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published. Protests concerning the Technical Specifications lodged after bid opening shall not be considered.

**NCAA Banned-Drug Classes  
2003-2004**

The NCAA list of banned-drug classes is subject to change by the NCAA Executive Committee. Contact NCAA education services or [www.ncaa.org/sports\\_sciences/drugtesting](http://www.ncaa.org/sports_sciences/drugtesting) for the current list. The term "related compounds" comprises substances that are included in the class by their pharmacological action and/or chemical structure. No substance belonging to the prohibited class may be used, regardless of whether it is specifically listed as an example.

Many nutritional/dietary supplements contain NCAA banned substances. In addition, the U.S. Food and Drug Administration (FDA) does not strictly regulate the supplement industry; therefore purity and safety of nutritional/dietary supplements cannot be guaranteed. Impure supplements may lead to a positive NCAA drug test. The use of supplements is at the student-athlete's own risk. Student-athletes should contact their institution's team physician or athletic trainer for further information.

**Bylaw 31.2.3.1 Banned Drugs**

The following is a list of banned-drug classes, with examples of substances under each class:

**(a) Stimulants:**

amiphenazole	methylene-
amphetamine	dioxymethamphetamine
bemigrade	(MDMA (ecstasy))
benzphetamine	methylphenidate
bromantan	nikethamide
Caffeine <sup>1</sup> (guarana)	pemoline
chlorphentermine	pentetrazol
cocaine	phendimetrazine
cropropamide	phenmetrazine
crothetamide	phentermine
diethylpropion	phenylephrine
dimethylamphetamine	phenylpropanolamine (ppa)
doxapram	effective August 2003
ephedrine	picrotoxine
(ephedra, ma huang)	pipradol
ethamivan	prolintane
ethylamphetamine	strychnine
fencamfamine	synephrine
meclofenoxate	(citrus aurantium, zhi shi,
methamphetamine	bitter orange)
	and related compounds

**(b) Anabolic Agents:**

anabolic steroids	dihydrotestosterone (DHT)
androstenediol	dromostanolone
androstenedione	fluoxymesterone
boldenone	mesterolone
clostebol	methandienone
Dehydrochlormethyl-	methyltestosterone
testosterone	
dehydroepiandrosterone	
(DHEA)	

nandrolone	stanozolol
norandrostenediol	Testosterone <sup>2</sup> and related
norandrostenedione	compounds
norethandrolone	other anabolic agents
oxandrolone	clenbuterol
oxymesterone	methenolone
oxymetholone	

**(c) Substances Banned for**

Rifle:

alcohol
atenolol
metoprolol
nadolol

**Specific Sports**

pindolol
propranolol
timolol
and related compounds

**(d) Diuretics:**

acetazolamide	hydroflumethiazide
bendroflumethiazide	methylclothiazide
benzthiazide	metolazone
bumetanide	polythiazide
chlorothiazide	quinethazone
chlorthalidone	spironolactone
ethacrynic acid	triamterene
flumethiazide	trichlormethiazide
furosemide	and related compounds
hydrochlorothiazide	

**(e) Street Drugs:**

heroin	THC
marijuana <sup>3</sup>	(tetrahydrocannabinol) <sup>3</sup>

**(f) Peptide Hormones and Analogues**

chorionic gonadotrophin (HCG- human chorionic gonadotrophin)	
corticotrophin (ACTH)	
growth hormone (HGH, somatotrophin)	
All the respective releasing factors of the above-mentioned substances also are banned.	
erythropoietin (EPO)	sermorelin

**(g) Definitions of positive depends on the following:**

<sup>1</sup> for caffeine—if the concentration in urine exceeds 15 micrograms/ml.

<sup>2</sup> for testosterone—if the administration of testosterone or use of any other manipulation has the result of increasing the ratio of the total concentration of testosterone to that of epitestosterone in the urine to greater than 6:1, unless there is evidence that this ratio is due to a physiological or pathological condition.

<sup>3</sup> for marijuana and THC—if the concentration in the urine of THC metabolite exceeds 15 nanograms/ml.

SPECIAL PROVISIONS

1. TECHNICAL REPRESENTATIVE OF THE CONTRACTING OFFICER (TRCO)

The Technical Representative of the Contracting Officer is Daniel Arakaki, Compliance Officer of the University of Hawaii, Manoa, Athletic Department, telephone (808) 956-2637.

2. ELIGIBILITY TO BID

Each prospective bidder, as a prerequisite to bid on any contract to supply services in excess of \$5,000 shall, at the time of bid submission, assure the University by certification in writing, of compliance with the requirements of Section 103-55, Hawaii Revised Statutes, that:

- a. The services to be rendered shall be paid at not less than the wages or salaries paid public officers and employees for similar work.
- b. All applicable Federal and State laws relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

3. REFERENCES

Each bidder must submit an organizational staff list of chemists/technicians with certification and title, qualified to perform drug testing with its bid.

4. TERM OF CONTRACT

The period of the contract shall be for the period July 1, 2004 through June 30, 2005. All unit prices bid shall remain valid for the contract term. Thereafter, the University reserves the right to renew the contract for an additional TWO (2) years, ONE (1) year at a time, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date, provided that the contract prices for each renewal period shall remain the same or lower than the initial bid prices, and provided, further, that the University may terminate the contract at any time, after the first year, upon NINETY (90) days prior written notice. This contract shall be terminated in the event that the University does not exercise its option to renew.

1) 2004 - 2005

2) 2005 - 2006

3) 2006 - 2007

5. REQUIREMENTS

This is a requirements contract for laboratory services specified in the Technical Specifications and for the period set forth herein. Laboratory services shall be performed only as authorized by oral orders placed by the Technical Representative of the Contracting Officer.

The quantities shown in the Bid Form are for bid purposes only and should not be considered firm. In the event that the University's requirements for the services do not materialize in the estimated quantities, such event shall not constitute the basis for an equitable price adjustment under this contract. The University reserves the right to order additional quantities or decrease the quantities of each item at the unit prices quoted during the term of the contract.

6. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor shall provide said services as an independent contractor and shall not be under the direction or control of the University. The University shall not be responsible for any claims and demands of any kind or nature that may be brought against it on any matter or thing arising out of or in connection with the services provided by the Contractor and not occasioned through the fault or negligence of the University.

7. SUBCONTRACTING PROHIBITION

The Contractor shall not at any time subcontract, convey, transfer, or assign said services to be performed under the contract, either in whole or in part, without the prior written consent of the University.

8. PAYMENTS

Payments will be made monthly for services rendered, inspected and accepted by the University and upon submission of properly prepared invoices.

Billing Address: University of Hawaii Athletics  
1337 Lower Campus Road  
HPE/Athletic Complex, Room 110  
Honolulu, Hawaii 96822-2370

9. INSURANCE

Contractor shall maintain insurance acceptable to the University in full force and effect throughout the term of this contract.

The policy or policies of insurance maintained by Contractor shall provide Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence.

Insurance shall be in force the first day of the term of this contract.

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

- a. "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of Hawaii, Director of Procurement and Property Management."
- b. "It is agreed that any insurance maintained by the University of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- c. "The University of Hawaii is added as an insured as respects operations performed for the University of Hawaii."

Clauses b and c are waived for any professional liability/errors and omissions liability insurance.

Contractor agrees to deposit with University, on or before the effective date of this contract, certificates of insurance necessary to satisfy the University that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates therefor on deposit with the University during the entire term of this contract.

The University shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the University, the insurance provisions in this contract do not provide adequate protection for the University, the University may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The University's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

The University shall notify Contractor in writing of changes in the insurance requirements; and if Contractor does not deposit copies of acceptable insurance policies with the University incorporating such changes within SIXTY (60) days of receipt of such notice, this contract shall be in default without further notice to Contractor and the University shall be entitled to all legal remedies.

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 obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

10. RIGHTS AND REMEDIES OF THE UNIVERSITY FOR DEFAULT

In the event any service furnished by the Contractor in the performance of the contract should fail to conform to the specifications, the University may reject the same, and it shall thereupon become the duty of the Contractor to correct same to conform to specifications, without expense to the University provided that should the Contractor fail, neglect, or refuse to do so, the University shall thereupon have the right to purchase in the open market, for the performance of such service and to deduct from any monies due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the University. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the University.

11. DISPUTES

- a. All controversies between the University and the Contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the procurement officer in writing, within NINETY (90) calendar days after a written request by the Contractor for a final decision concerning the controversy; provided that if the procurement officer does not issue a written decision within NINETY (90) calendar days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.
- b. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
- c. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the circuit court of this State within the SIX (6) months from the date of receipt of the decision.

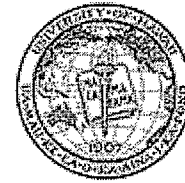
- d. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the circuit court of this State of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of contract by the University; provided that in any event the Contractor shall proceed diligently with the performance of the contract where the chief procurement officer has made a written determination that continuation of work under the contract is essential to the public health and safety.

12. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the University and the State of Hawaii, and their officers, employees, agents, or any person acting on their behalf from and against: (1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomever brought, arising from the acts or omissions of Contractor or the Contractor's employees, officers, agents, or subcontractors in the performance of this contract except liability arising out of the sole negligence of University or its employees; (2) all claims, suits and damages by whomsoever brought or made by reason of the nonobservance or nonperformance by Contractors of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments. Furthermore, Contractor shall reimburse University and the State of Hawaii, and their officers, employees, agents, or any person acting on their behalf for all attorney's fees, costs, and expenses incurred in connection with the defense of any such claims. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or other termination of this contract.

**From:**  
**Athletic Department**  
**University of Hawaii**  
**1337 Lower Campus Rd**  
**Honolulu, HI 96822**

**UNIVERSITY OF HAWAII**  
**REQUEST FOR QUOTATION**  
**THIS IS NOT AN ORDER**  
 (THIS INQUIRY IMPLIES NO OBLIGATION TO  
 BUY ON THE PART OF THE BUYING GROUP)





BIDS ARE SUBJECT TO Terms & Conditions AS ATTACHED HERETO.

<b>Request Type</b>	REQUEST FOR QUOTATION	<b>Open Date</b>	Jun/29/07 at: 12:00
<b>Request #</b>	30188	<b>Close Date (HST)</b>	Jul/16/07 at: 16:00
<b>Requisitioner</b>		<b>Ship To:</b>	
Gale Yamase Tel: 956-6505 Email: yamase@hawaii.edu Fax: 956-4637		University of Hawaii 1337 Lower Campus Rd Honolulu, HI, 96822	
<b>Subject</b>	Drug Testing of Athletes for the Athletic Department, University of Hawaii, Manoa.		
<b>Category</b>	Laboratory/research equipment, supplies, and services		
<b>Special Instructions</b>	Please see attached document for technical specifications and special provisions. All requirements must be met in order for vendor to qualify.		
<b>Ship Via</b>		<b>Delivery Date</b>	Aug/1/07

Item	Quantity	Description
1	30	Specimen Collection Unit price per hour/technician.
2	400	Specimen Integrity Verification Unit price per specimen.
3	8	Specimen Transportation from Site to Laboratory Unit price per delivery occurrence.
4	12	Storage Fee (Positive samples beyond 30 days after report submitted.) Unit price per sample day.
5	400	EMIT Screening (THC, opiates, amphetamine, cocaine) Unit price per sample.
6	12	GC/MS Confirmation Unit price per analyte sample.

## (4) Responses for Request 30188:

<u>Bid Status</u>	<b>Vendor</b>	<u>Bid Amount &amp; Details</u>	<u>Vendor's Comments</u>	<u>Received Date</u>	<b>Rate Vendor</b>
No Award	BioQuip Products	0.00	No Bid	7/3/07	
 Award Accepted	Clinical Laboratories of Hawaii	7600.00		7/2/07	 <b>Rate Vendor</b>
No Award	Science Kit Inc.	0.00	No Bid	7/2/07	
No Award	Turner BioSystems	0.00	No Bid	6/29/07	

## TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the services required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

### SCOPE OF SERVICES

Contractor shall provide all labor, tools, materials, and laboratory equipment necessary to perform analytical services in urine drug testing required by the University of Hawai'i's Drug Education and Testing Program for Student Athletes, Athletics Department, University of Hawai'i at Mānoa, Honolulu, Hawai'i, in accordance with the specifications, terms, conditions, and applicable University regulations.

#### A. Testing Requirements

1. Contractor must be capable of providing street drug urinalyses through initial screening by any immune assay methodology currently accepted by Federal Guidelines (DHHS-NIDA, Federal Register Vol. 53, April 11, 1988).
2. The screening and the conformational analyses by GC-MS must be performed at the same site.
3. Contractor's protocols and analytical methods must comply with State of Hawai'i Chapter 113 Substance Abuse Testing (patterned after NIDA guidelines).

#### B. Procedures

1. Urine specimens will be collected and sealed under controlled conditions at designated sites determined by the University of Hawai'i.
2. All specimens will be checked and verified for temperature, specific gravity (1.005 - 1.030) and the pH (5-8) of the urine.
3. The Contractor shall provide and complete a chain of custody document for each specimen. Chain of custody protocol shall be established and followed by the Contractor.
4. The Contractor shall provide collection containers (sealed containers) for specimens with a coding system for identification and log-in of specimens with locked boxes or tamper-proof system.
5. The Contractor shall provide an approved security protocol or specimen collection.
6. The number of technicians required to conduct specimen collection shall be determined by the Athletics Department, University of Hawai'i.
7. Turn around time shall be 24 hours for GC/MS confirmation.

8. All testing and screening shall be performed on Oahu.
9. All specimens ordered for testing are the property of the University of Hawai'i.
10. Contractor shall only test student athletes when accompanied and identified by a University of Hawai'i Athletics official.

C. Contractor's Qualification and Capacity

1. Contractor's laboratory must be highly respected with regard to forensic analytical expertise in drug testing and must be approved by the University's Athletic Department.
2. Certification of Contractor's laboratory by the National Institute on Drug Abuse (NIDA) is desirable.
3. All laboratory technicians must be certified under State of Hawai'i substance abuse testing laws (equivalent to NIDA requirement).
4. All Contractor's personnel associated with the drug testing program shall have the appropriate training and experience, and shall have successfully passed recent substance of drug abuse testing.
5. Contractor must have a working knowledge on the procedures of testing requirements to comply with the National Collegiate Athletic Association (NCAA) drug testing guidelines.
6. Contractor's laboratory and facilities must be adequately equipped to provide the required testing and be made available for inspection at any time to determine qualification and acceptability.
7. Contractor shall be experienced in legal testimony and be able to provide expert witness testimony to verify and defend test results upon request by the University of Hawai'i.
8. Contractor must be able to provide on site collection capabilities.

All questions pertaining to the Technical Specifications shall be directed to Bill Bryant, Compliance Officer, telephone (808) 956-4509.

**Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made in writing to Bill Bryant prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published. Protests concerning the Technical Specifications lodged after bid opening shall not be considered.**

## SPECIAL PROVISIONS

### 1. TECHNICAL REPRESENTATIVE OF THE CONTRACTING OFFICER (TRCO)

The Technical Representative of the Contracting Officer is Bill Bryant, Compliance Officer of the University of Hawai'i, Mānoa, Athletic Department, telephone (808) 956-4509.

### 2. ELIGIBILITY TO BID

Each prospective bidder, as a prerequisite to bid on any contract to supply services in excess of \$5,000 shall, at the time of bid submission, assure the University by certification in writing, of compliance with the requirements of Section 103-55, Hawai'i Revised Statutes, that:

- a. The services to be rendered shall be paid at not less than the wages or salaries paid public officers and employees for similar work.
- b. All applicable Federal and State laws relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

### 3. REFERENCES

Each bidder must submit an organizational staff list of chemists/ technicians with certification and title, qualified to perform drug testing with its bid.

### 4. TERM OF CONTRACT

The period of the contract shall be for the period August 1, 2007 through July 31, 2008. All unit prices bid shall remain valid for the contract term.

### 5. REQUIREMENTS

This is a requirements contract for laboratory services specified in the Technical Specifications and for the period set forth herein. Laboratory services shall be performed only as authorized by oral orders placed by the Technical Representative of the Contracting Officer.

The quantities shown in the Bid Form are for bid purposes only and should not be considered firm. In the event that the University's requirements for the services do not materialize in the estimated quantities, such event shall not constitute the basis for an equitable price adjustment under this contract. The University reserves the right to order additional quantities or decrease the quantities of each item at the unit prices quoted during the term of the contract.

### 6. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor shall provide said services as an independent contractor and shall not be under the direction or control of the University. The University shall not be responsible for any claims and demands of any kind or nature that may be brought against it on any matter or thing arising out of or in connection with the services provided by the Contractor and not occasioned through the fault or negligence of the University.

7. SUBCONTRACTING PROHIBITION

The Contractor shall not at any time subcontract, convey, transfer, or assign said services to be performed under the contract, either in whole or in part, without the prior written consent of the University.

8. PAYMENTS

Payments will be made monthly for services rendered, inspected and accepted by the University and upon submission of properly prepared invoices.

Billing Address:                      Attention: Business Office  
   University of Hawai'i  
   Athletic Department  
   1337 Lower Campus Road  
   Honolulu, Hawai'i 96822-2370

9. INSURANCE

Contractor shall maintain insurance acceptable to the University in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall provide Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence.

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

- a. "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of Hawai'i, Director of Athletics."
- b. "It is agreed that any insurance maintained by the University of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy."
- c. "The University of Hawai'i is added as an insured as respects operations performed for the University of Hawai'i."

Clauses b and c are waived for any professional liability/errors and omissions liability insurance.

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#### 11. DISPUTES

- a. All controversies between the University and the Contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the procurement officer in writing, within NINETY (90) calendar days after a written request by the Contractor for a final decision concerning the controversy; provided that if the procurement officer does not issue a written decision within NINETY (90) calendar days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.
- b. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

- c. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the circuit court of this State within the SIX (6) months from the date of receipt of the decision.
- d. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the circuit court of this State of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of contract by the University; provided that in any event the Contractor shall proceed diligently with the performance of the contract where the chief procurement officer has made a written determination that continuation of work under the contract is essential to the public health and safety.

12. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the University and the State of Hawai'i, and their officers, employees, agents, or any person acting on their behalf from and against: (1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomever brought, arising from the acts or omissions of Contractor or the Contractor's employees, officers, agents, or subcontractors in the performance of this contract except liability arising out of the sole negligence of University or its employees; (2) all claims, suits and damages by whomsoever brought or made by reason of the nonobservance or nonperformance by Contractors of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

Furthermore, Contractor shall reimburse University and the State of Hawai'i, and their officers, employees, agents, or any person acting on their behalf for all attorney's fees, costs, and expenses incurred in connection with the defense of any such claims. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or other termination of this contract.