

SECTION 2 - SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of clinical laboratory services and related supplies for testing of urine samples for drugs. The vendor shall report results in conjunction with the County's needs, on an as needed basis to the Community Action and Human Services Department, Rehabilitative Services Division (RSD).

2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, and contingent upon the completion and submittal of all required bid documents. The contract term is for five (5) years and shall expire on the last day of the last month of the contract term.

2.3 METHOD OF AWARD

Award of this contract will be made to one (1) responsive, responsible bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. The awarded vendor shall have the responsibility to deliver the goods and services identified in this contract. If the awarded vendor fails to perform it may be terminated for default. Failure to perform in accordance with the terms and conditions of the contract may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

To be considered for award bidders must provide the following documents with their bid submittal:

1. Submit three (3) references to which the bidder has provided laboratory services for a minimum of three (3) consecutive years. The information provided shall include the name, address, contact number and/or e-mail of the references.
2. Provide a current copy of certification from the Clinical Laboratory Improvement Amendment (CLIA) specifying the laboratory is in compliance with Florida Statute 483.
3. Provide a copy of their certification affirming compliance with Florida Statute #483 that covers Health Testing Services, Clinical Laboratories, Multiphasic Health Testing Centers, Clinical Laboratory Personnel and Medical Physicists.
4. Provide a State of Florida License issued by the Laboratory Unit of the Florida Agency for Health Care Administration per Chapter 483 of the Florida Statutes.
5. Bidder shall be equipped with modern office equipment, especially a dedicated facsimile (FAX) machine and an e-mail address.

2.4 PRICES ADJUSTMENT

The initial contract prices resultant from this Solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to completion of each one year period of the contract, the County may consider an adjustment to price effective the next contract year based on changes in the following pricing index: Consumer Price Index (CPI), for All Urban Consumers, Other Goods and Services, Miami-Fort. Lauderdale, FL. It is the vendor's responsibility to request any pricing adjustment under this provision.

The request for adjustment must be submitted 90 days prior to expiration of the then current contract year. The adjustment request cannot be in excess of the relevant pricing index change.

If no adjustment request is received, the County will assume that the vendor has agreed to maintain the then current pricing. Any adjustment request received after the annual contract anniversary date will only be considered for the following contract year. The County reserves the right to reject any price adjustments submitted.

The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

2.5 INDEMNIFICATION AND INSURANCE

Vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the vendor or its employees, agents, servants, partners principals or subcontractors. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the vendor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 NW 1ST STREET, SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverage outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.2 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation, provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1, Paragraph 1.21 of the solicitation.

2.6 PURCHASE OF OTHER ITEMS / SERVICES NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES

While the County has listed all major items and services within this solicitation which are utilized by the County in conjunction with their needs, there may be similar items or services that must be purchased by the County during the term of this contract.

Under these circumstances, a County representative will contact the vendor to obtain a price quote for the similar items. The County reserves the right to award these similar items to the contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through other resources.

2.7 ADDITIONAL LOCAL TESTING CENTERS MAY BE ADDED

Although this solicitation identifies specific Local Testing Centers (LTC) to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, the vendor shall be invited to submit price quotes for the additional LTC. If these quotes are determined to be fair and reasonable, then the additional

work will be awarded to the current contract vendor. The County may determine to obtain price quotes for the additional LTC from other vendors in the event that fair and reasonable pricing is not obtained from the vendor, or for other reasons at the County's discretion.

2.8 DELETION OF FACILITIES

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility (ies) when such service is no longer required during the contract period; upon seven (7) calendar day's written notice to the vendor.

2.9 HIPPA PROCEDURES

All clients who are provided substance abuse services by RSD are furnished information on their rights based on HIPPA per Florida State Rule 65D-30- Confidentiality of Client records:

To assure that individuals' health information is properly protected while allowing the flow of health information needed to provide and promote high quality health care and to protect the public's health and wellbeing. The Rule strikes a balance that permits important uses of information, while protecting the privacy of people who seek care and healing. Given that the health care marketplace is diverse, the Rule is designed to be flexible and comprehensive to cover the variety of uses and disclosures that need to be addressed.

2.10 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

Since the goods, that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into this solicitation and resultant contract by reference.

The following clauses within this solicitation do not apply:

- Section 1, Paragraph 1.10 (Local Preferences)
- Section 1, Paragraph 1.27 (Office of the Inspector General Fee)
- Section 1, Paragraph 1.35 (County User Access Program-UAP)
- Section 1, Paragraph 1.43 (Small Business Contract Measures)
- Section 1, Paragraph 1.44 (Local Certified Service-Disabled Veteran's Business Enterprise Preference).
- Section 1, Paragraph 1.46 (First Source Hiring Referral Program)

SECTION 3 – TECHNICAL SPECIFICATIONS**3.1 SCOPE**

The purpose of this solicitation is to establish a contract for the purchase of clinical laboratory services and related supplies for testing of urine samples for drugs. The vendor shall report results in conjunction with the County's needs, on an as needed basis to RSD.

3.2 SAMPLING SPECIFICATIONS

Urine samples shall be screened using Enzyme Multiplied Immunoassay Technique (EMIT) Methodology.

The vendor shall be able to perform the following analyses on samples provided, as requested:

7- PANEL SCREEN

1. Benzodiazepines 3002
2. Cannabinoids 50
3. Cocaine 300
4. Methadone 300
5. Methamphetamines (Positive/ Negative)
6. Opiates 300
7. Suboxone (Positive/ Negative)

5 - PANEL SCREEN

1. Benzodiazepines 300
2. Cannabinoids 50
3. Cocaine 300
4. Methamphetamines (Positive/ Negative)
5. Opiates 300

3 - PANEL SCREENS

1. Cocaine
2. Opiates
3. Cannabinoid 300/300/50 or Benzodiazepines 300 or Amphetamines

2 - PANEL PRIMARY SCREEN

1. Cocaine/Cannabinoids 300/50 or
2. Cocaine/Opiates 300/300 or
3. Cocaine/Methamphetamines 300/ (Positive/ Negative) or
4. Cocaine/amphetamines 300/1000 or
5. Benzodiazepines/Opiates

1 - PANEL SCREEN

Urine Alcohol and Alcohol Level

3.3 UNTESTABLE SAMPLE

- A. Urine Volume: The vendor shall not require more than 30 ml. of urine in order to perform all tests. No tests shall be performed on samples having less than the minimum volume stated, these samples shall be identified on the report forms, which are returned to RSD. The maximum is 100ml of urine.
- B. Labels: No test shall be performed on samples, which are not labeled in a manner, which uniquely identifies and dates the samples.

3.4 PACKAGING

The vendor shall furnish polyethylene specimen containers and caps, trays and boxes for the collection, storage and transportation of all specimens. The vendor shall provide and maintain sufficient supplies at each location to ensure ample supply at all times. As needed, the vendor must provide containers, caps, trays and boxes to the County within five (5) calendar days after requested at no charge to the County.

The vendor shall furnish a clear plastic container with a twist cap that holds up to 90ml. (3oz). It shall include a security peel-off label on the container to be placed over the container and lid. There shall also be a peel-off label with the panels and the following patient information: Collection Date, Donor Name, Donor Identification Number, Donor MIS Client Number, and Counselor Code.

There shall be a requisition number provided by the vendor corresponding to the label for tracking purposes. Each peel-off label shall have the vendor's name, the TLC name and the program name, which is Diversion and Treatment.

The specimen shall be placed in a protected self-sealing bag with the vendor's name, address and phone number.

Any proposed substitutions in these items or changes in the format above must be submitted to RSD for approval, at least thirty (30) days prior to the proposed implementation of such substitution. The containers, caps, trays and boxes shall be suitable for the intended use, and compatible with the methodology used by the vendor. The vendor will be required to deliver these items to the various locations as directed by RSD.

3.5 RECEIPT OF URINE SAMPLES

All positive test results will have a chain of custody and are to be confirmed. At each of the locations specified, the vendor's agent will receive samples from RSD's staff and maintain a log of the number of samples collected, including the date and time of the collection. The vendor's agent shall obtain a signature from the RSD's staff when receiving samples for testing. The vendor shall submit a copy of the log to RSD with separate monthly invoices for each location. Attaching the log with the invoice is essential for invoices to be processed.

3.6 TESTING RESULTS

Urine samples used for medical screenings (eg. CBC-Platelet with Diff) are to be provided to the Community Action and Human Services Department Central Intake Unit, no later than 48 hours after the specimen is received by the laboratory. Drug screen urines are to be provided to Community Action and Human Services Department no later than 24 hours after specimen is received by the laboratory. If gas chromatography mass spectrometry (GC/MS) confirmation is required, Community Action and Human Services Department may allow a 48 to 72 hour turn-around for the test results.

3.7 REPORTING

The vendor shall provide hard copies of sampling reports on laboratories stationary, indicating positive and/or negative result and shall be sent to the Social Services Report Specialist and to each facility supervisor. Reports shall be grouped by location and date of collection. A copy of the sampling reports shall be provided within **twenty-four (24) hours** from the time samples are received by an agent of the vendor. If the time period for reporting of results expires during times other than normal working hours, such time period shall be extended until 10:30 a.m. of the following work day.

Vendor shall provide for each RSD facility individual printers, related supplies and maintenance at no charge to the County to ensure that printers remain functional. Six printers are required. Printers will be used for printing labels of necessary information to identify results.

A specific set of reporting symbols or abbreviations must be agreed upon by the vendor and RSD. Vendor shall provide a text file that can be read to update RSD Management Information System. This file must have fixed length records, and data fields must begin and end at the same column in each record. Example: Client's name starts in column 10 and ends in column 50 in every record of the results file.

The following data shall be captured in the reports and tape file provided: Clinic name, Clinic address, (City, State, Zip Code), LTC account number identifies units specific location in RSD. Laboratory number, Client ID number (8 digit numeric code), (counselor code) (5 digit character code), date urine was dropped by the client, date urine drop was received by laboratory, date urine drop was reported by the laboratory, client name (40 digit character field), Drug profile type (identifies the screening panel), Drug name (a one-digit code referring to table driven name), Drug results (one digit code of 'p' =positive, 'n' =negative), Only positive and negative reading on result, and date of birth. Additional information may be required. No discrepancy between the file and hard copy is acceptable.

Various drug results per specimen may be requested. The results should be associated to the correct drug name if there is more than one drug being tested.

3.8 MONITORING

The RSD reserves the right to continuously monitor quality control during the term of the contract, without prior notification to the vendor.

3.9 ESTIMATED NUMBER OF URINE TESTS

The estimated number of urine tests is determined in accordance with the maximum number of persons that can be served at any LTC and in conjunction with prior utilization rates. Quantities may fluctuate in accordance with the ongoing RSD census. No guarantee is expressed or implied as to quantities that will be used during the contract period.

3.10 DRUG TESTING CUP

Drug testing cups are used as a preliminary screen; all positive screens must be confirmed using a more definitive form of testing such as LC/MS.

Cup Features:

- 1) Test for up to 12 drugs – strips (see #2) must be included inside the cups
- 2) Individual test strip for each drug

a. Marijuana (THC)	f. Amphetamine (AMP)
b. Cocaine (COC)	g. Methamphetamine (MET)
c. Opiate 300 (MOP)	h. Barbiturates (BAR)
d. Phencyclidine (PCP)	i. Methadone (MTD)
e. Ecstasy (MDMA)	j. Buprenorphine (BUP)
- 3) Fast, dark test line
- 4) Results within 60-90 seconds
- 5) Non-negative results in 5 minutes
- 6) Donor friendly cup opening

3.11 ALCOHOL TESTING

Ethyl Glucuronide (ETG) Alcohol testing that detects alcohol use and to estimate levels of alcohol intoxication for up to 90 hours. The alcohol test that detects a current BAC over .02%

3.12 LAB CONFIRMATION

Lab confirmation – rescreens all drugs and the positive drug/are tested at Gas Chromatography and Mass Spectrometry Testing (Highest level of testing). The lab cost shall be included in all supplies and shipping.

3.13 LOCATION TESTING CENTERS (LTC)

The vendor is to pick-up urine samples from the RSD location testing centers as listed below:

Unit Number

200304 TASC Diversion South
1600 N.W. 6th Court
Florida City, FL. 33034

One (1) daily pick-up Monday – Friday
Monday – Thursday pick-up time at 6:30 PM
Friday pick-up time at 4:30 PM

200390 TASC Diversion MDCC
3190 N.W. 116th Street
Miami, FL 33167

One (1) daily pick-up Monday – Thursday at 7:30 PM
Pick-up time for Friday at 4:30 PM

- 200875 New Direction Residential Treatment
3140 N.W. 76th Street
Miami, FL 33147

- 300245 **Pick-up twice (2) a week when requested**

Central Intake Unit
2500 N.W. 22nd Avenue
Miami, FL 33142

One (1) daily pick-up Monday -- Friday at 4:30 PM.

- 300243 TASC Diversion North Side
7900 N.W. 27th Avenue, #D-10
Miami, FL 33147

One (1) daily pick-up Monday -- Thursday at 7:30 PM
Pick up time for Friday at 4:30 PM

- 300825 Intensive Day/Night Residential Tx
3140 N.W. 76th Street
Miami, FL 33147

- 300830 New Opportunity
Specialized Transitional Opportunity Program
3140 N.W. 76th Street
Miami, FL 33147

The vendor shall also service additional locations designated by RSD as requested