ISSUING DEPARTMENT INPUT DOCUMENT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

| New OTR S | Sole Source Bid Wa | aiver Emerge | | ontract/Project No. |
|---|---|---------------------|----------------------|-------------------------|
| <u>Contract</u> | | | FB-01096 | |
| | ess of Other Entity Contra | <u>act</u> LIV | ING WAGE APPLIES: | YES NO |
| Requisition No./Project No.: | FB-01500 | TERM O | F CONTRACT 5 YEAR | 2(S) WITH 0 YEAR(S) OTR |
| Requisition / Project Title: Ph | lebotomy and Blood Testi | ng Services | | |
| Miami-Dade Co | omy and Blood Testing Se unty (County), on an as no r Laboratory Services tes | eeded basis. Phlebo | | |
| Issuing Department: CAHSD | Contac | et Person: Brad S | kinner P | hone: (786) 469-4657 |
| Estimate Cost: \$300,000 | | GENE g Source: X | | |
| | <u>A</u> | <u>NALYSIS</u> | | |
| Commodity Codes: 193 | 948-55 | 948 | | |
| | Contract/Project Histo | | · · · · · | |
| | Check here if this is a ne | | 2 ND YEAR | 3 RD YEAR |
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| Contractor: | Concise Diagnostic C | Corp Concis | e Diagnostic Corp | Concise Diagnostic Corp |
| Contractor: Small Business Enterprise: | Concise Diagnostic C | Corp Concis | e Diagnostic Corp | Concise Diagnostic Corp |
| | Concise Diagnostic C | Corp Concis | e Diagnostic Corp | Concise Diagnostic Corp |
| Small Business Enterprise: | 283,400.00 | Corp Concis | e Diagnostic Corp | Concise Diagnostic Corp |
| Small Business Enterprise: Contract Value: Previous contra | 283,400.00 act FB-00467 | Corp Concis | e Diagnostic Corp | Concise Diagnostic Corp |
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SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of phlebotomy and blood testing services for Miami-Dade County (County), on an as-needed basis.

2.2 TERM OF CONTRACT

This contract shall remain effective for a period of five (5) years commencing on the first calendar day of the month following approval by the Board of County Commissioners, or designee, unless otherwise stipulated by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the sixtieth month.

2.3 METHOD OF AWARD

Award of this contract will be made to the lowest 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.

Group 1: Non-Federally funded purchases:

All clauses within this solicitation shall apply.

Group 2: Federally funded purchases:

When goods and/or services acquired under the resultant awarded contract will be purchased in part, or in whole with Federal funding, the awarded vendor shall agree to be bound by the terms and conditions detailed below that delete, modify and add to Section 1, General Terms and Conditions of the solicitation.

Deletions:

- a. *Prompt Payment Terms*. Payment terms under Sections 2-8.1.1.1.1 or 2-8.1.1.1.2, respectively, that are a SBE contract set-aside, bid preference or contain a subcontractor goal, shall NOT apply.
- b. Local Preference. Section 2-8.5 of the Miami-Dade County Code, which provides that preference shall be given to local businesses shall NOT apply.
- c. County User Access Program (UAP). The UAP fee in the amount of two percent (2%) shall NOT apply.
- d. Small Business Enterprises (SBE) Measures. This bid preferences or set-asides shall NOT apply.
- e. Local Certified Veteran's Business Enterprise Preference. This bid preference shall NOT apply.
- f. First Source Hiring Referral Program ("FSHRP"). This program shall NOT apply.

Modifications:

a. *Inspector General*. The cost of random audits of one quarter (1/4) of one (1) percent will be NOT be incorporated into the contract price. All else remains the same.

Additions:

- a. Requirements of 2 CFR pt. 200.318
- b. Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers.

2.4 SUBMITTAL REQUIREMENTS

Bidder(s) shall submit following qualifying documents:

- 1) Proof of inspection and current approval under the Interstate Clinical Laboratory Improvement Act of 1988 (CLIA), and all subsequent amendment(s) to that act. The awarded Bidder will be required, at its own cost and expense, to retain and maintain CLIA approvals through the term(s) of this contract
- 2) Have Phlebotomist staff certified by an Accredited School for phlebotomy, either an employee or contract individual or firm. The awarded Bidder shall be required to ensure that their phlebotomist(s) maintain their certification current at all times. An active copy of an Accredited School for Phlebotomy Certificate for each phlebotomist must be submitted with bid submittal. The certification must include the name of the staff member and firm name.
- 3) Be licensed by the State of Florida Agency for Health Care Administration as a Multiphasic Health Testing Center. The awarded Bidder shall be required, at its own cost and expense, to retain and maintain licensure through the term(s) of this contract.
- 4) Provide laboratory services which may be either mobile or stationary. Subcontracting of laboratory services shall be allowed. If laboratory services are performed in businesses that are located in Miami-Dade or Broward Counties, The County reserves the right to perform an inspection of these businesses during the bid evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining if the bidder is considered responsible.

2.5 PRICES

The prices resultant from this solicitation shall prevail for the term of the contract, except as hereby noted. The County will consider yearly price adjustments, to be effective on the contract's anniversary date, based on the Consumer Price Index (CPI) for Services for All Urban Consumers, Miami-Fort Lauderdale, FL, area. It is the awarded vendor's responsibility to request any pricing adjustment under this provision. Requests for price adjustment should be submitted to the Internal Services Department Procurement Management Division 90 days prior to expiration of then one (1) year period. If no price adjustment request is received from the awarded Vendor by the 90 days deadline, the contract shall continue at then current rate.

The County reserves the right to negotiate lower pricing for any subsequent one (1) year period based on market research information, or other factors that influence price. The County reserves the right to apply any reduction in pricing for the one (1) year period based on the downward movement on the applicable index.

2.6 ADDITIONAL ITEMS OR SERVICES

Section 1.22, Insurance Requirements of the General Terms and Conditions, Paragraph A, is amended to add the following language:

- Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage**.
- Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

2.7 ADDITIONAL ITEMS OR SERVICES

While the County has listed all major items or services within this solicitation which are utilized by County departments in conjunction with their operations, 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 awarded Vendor to obtain a price quote for the similar items. The County reserves the right to award these similar items or services to the awarded vendor, or to acquire the items through a separate solicitation.

SECTION 3

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

Provide Phlebotomy and Blood Testing Services at the New Direction Residential Treatment Program (NDRTP) for Miami-Dade County (County), on an as needed basis.

3.2 GOODS/SERVICES TO BE PROVIDED

PHLEBOTOMY SERVICES

Phlebotomy Services are required on-site as needed to draw blood for Laboratory Services as described below. Phlebotomist shall be available at a minimum of one (1) time per week during normal business hours (Mondays through Fridays, starting at 8:30 PM and ending by 4:30:00 PM, excluding Saturdays, Sundays, and County Holidays). Estimated 600 venipunctures per calendar year.

- The phlebotomist must get a valid specimen with a maximum of three (3) tries. If a valid specimen is not obtained within three tries, then the phlebotomist shall call in a qualified substitute to obtain the specimen. The awarded Bidder shall charge for one (1) venipuncture.
- The awarded Bidder must be able to draw specimens and submit specimens to laboratory within six (6) hours of draw. Tests must be completed and results provided to facility by 4:00 PM the next business day. If results cannot be provided to the facility in the requested timeframe, the awarded Bidder must notify County of time needed for results to be produced.
- Reporting may be done by any means that produce a tangible, written confidential document which is authenticated to the testing facility and individual client or patient, including electronic communications that comply with HIPAA.

LABORATORY SERVICES

Following laboratory services will be required:

- 1. HIV screening test
- 2. Hepatitis B screening test
- 3. Hepatitis C screening test
- 4. Syphilis screening test
- 5. Gonorrhea screening test
- 6. Chlamydia screening test
- 7. Complete Blood Count (CBC) screening test
- 8. HIV confirmatory test
- Phlebotomist services

LOCATION AND CONTACT INFORMATION

Laboratory results are to be submitted to the attention of the New Direction Residential Treatment Program unit supervisor from the laboratory.

New Direction Residential Treatment Program Medical Services, Building A-1

3140 NW 76 Street, Miami, FL 33147 Unit Supervisor Phone: 305-693-3262

Alternate Contact Phone: 305-694-2734 / Alternate Contact Phone: 305-693-3250

PROVISION OF SUPPLIES

The awarded Vendor shall provide all medical supplies, equipment and personnel to perform the services described herein at no additional cost, including but not limited to transportation, receptacles for transporting specimens, biohazard containers, collection devices, containers, prep swabs, syringes, lancets, gauze pads, requisition slips, order forms, etc.

STAFFING REQUIREMENTS

Phlebotomist must wear an I.D. badge and have photo ID readily available. Staff at facility will have a list of patients from whom specimens are to be taken so that the phlebotomist can plan accordingly. All patients will come to a predetermined area in the facility where specimens are to be taken. The phlebotomist shall take all specimens. Neither County staff nor patients shall take or provide any specimens. Blood may only be drawn by a certified phlebotomist. The phlebotomist shall be fluent in English.

CONFIDENTIALITY

All specimens, tests, reports, and any and all information related to any patient or client of the County in any diagnosis or treatment program are deemed strictly and totally confidential. No information about any patient or client of the County may be released to any organization, association, group, company, government entity (other than the Division), person, or any other party without the specific authorization of the County. The Miami-Dade County, Community Action and Human Services Department, Rehabilitative Services Division, is subject to the requirements of federal and state regulations protecting confidential and protected health information. Protected health information is defined by Health Insurance Portability and Accountability Act of 1966 (hereinafter known as HIPAA), 42 C.F.R. and 45 C.F.R., must remain confidential and protected by those parties with whom the County contracts service. In the event Second Party is considered by County to be a business associate and/or is required to comply with HIPAA, Second Party shall fully protect individually identifiable health information as required by law.