

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ New ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency Previous Contract/Project No. FB-00467

☐ Contract
☐ Re-Bid ☐ Other – Access of Other Entity Contract LIVING WAGE APPLIES: ☐ YES ☒ NO

Requisition No./Project No.: RQCO1900001 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Phlebotomy and Blood Testing Services

Description: Provide Phlebotomy and Blood Testing Services at the New Direction Residential Treatment Program for Miami-Dade County (County), on an as needed basis. Phlebotomy Services are required on-site as needed to draw blood for Laboratory Services.

Issuing Department: CAHSD Contact Person: Kim Craig Phone: (786) 469-4623

Estimate Cost: \$300,000

Funding Source: GENERAL FEDERAL OTHER
X X

ANALYSIS

<u>Commodity Codes:</u>	<u>193</u>	<u>948</u>			
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:	<u>Concise Diagnostic Corp</u>	<u>Concise Diagnostic Corp</u>	<u>Concise Diagnostic Corp</u>		
Small Business Enterprise:					
Contract Value:	<u>283,400.00</u>				
Comments:	<u>Previous contract FB-00467</u>				

Continued on another page (s): ☐ YES ☐ NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				
Basis of Recommendation: <div style="border: 1px solid black; height: 30px; width: 100%;"></div>				
Signed: <div style="border: 1px solid black; width: 150px; height: 20px;"></div>		Date sent to SBD: <div style="border: 1px solid black; width: 150px; height: 20px;"></div>		
		Date returned to SPD: <div style="border: 1px solid black; width: 150px; height: 20px;"></div>		

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 commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the last month of the five (5) year period.

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. If the awarded Bidder fails to perform in accordance with the terms and conditions of the contract, the Bidder may be deemed in default of the contract. If the awarded Bidder defaults, the County shall have the option to seek the identified services from an alternate Bidder.

Group 1 (Non-Federally Funded Purchases):

All clauses within this solicitation shall apply

Group 2 (Federally Funded Purchases):

Bidders shall provide separate prices for Federal funded agencies and purchases. The contract to be awarded under this solicitation will be accessed by Federally-funded agencies; certain clauses within this solicitation do not apply to their allocation:

- Section 1 Paragraph 1.11 (Local Preferences)
- Section 1, Paragraph 1.28 (Office of the Inspector General)
- Section 1 Paragraph 1.36 (County User Access Program - UAP)
- Section 1, Paragraph 1.44 (Small Business Contract Measures)
- Section 1, Paragraph 1.47 (First Source Hiring Referral Program).

2.4 **SUBMITTAL REQUIREMENTS**

In order to be considered for award, Bidder must demonstrate compliance with [Florida Statutes, Chapter 483](#), which covers Health Testing Services, Clinical Laboratories, Multiphasic Health Testing Centers, Clinical Laboratory Personnel and Medical Physicists, with the most current updated Clinical Laboratory Improvement Administration (C.L.I.A.) guidelines.

Bidder is required to have the following:

- 1) Documentation 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. 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) Have a laboratory either mobile or stationary, 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 proposed by the awarded Bidder shall remain fixed for a period of one (1) year after the commencement of the contract. After this period, the awarded Bidder may submit a price adjustment request annually to the County based on the most recent annual index of the following: Consumer Price Index (CPI), All Urban Consumers, All Items, Miami/Ft. Lauderdale Area. It is the responsibility of the awarded Bidder to request any price adjustment under this provision. For any adjustment to be considered it must be submitted 90 days prior to expiration of the then one (1) year period. If no price adjustment request is received from the awarded Bidder by the 90 days deadline, the County will assume that the awarded Bidder has agreed to continue the contract at the 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 of the applicable index.

The County reserves the right to reject any price adjustments submitted by the awarded Bidder. **2.6**
INDEMNIFICATION AND INSURANCE

Contractor 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 Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor 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 Contractor shall furnish to the Internal Services Department / Strategic Procurement Division, 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 Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 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 \$500,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in the amount of \$1,000,000 per claim.

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 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**

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 Bidder to obtain a price quote for the similar items. The County reserves the right to award these similar items or services to the awarded Bidder, or to acquire the items through a separate solicitation.

2.8 GROUP (2) COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

Since some of the services that will be acquired under this solicitation may 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 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

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 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 Mondays through Fridays, starting at 8:30 am and ending by 10:00 am, 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.
- 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

The following laboratory services will be required:

- | | |
|-------------------------------|-----------------------------|
| 1. HIV screening test | 4. Gonorrhea screening test |
| 2. Hepatitis C screening test | 5. Chlamydia screening test |
| 3. Syphilis screening test | 6. HIV confirmatory test |

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 Bidder 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 the drawing is to take place. 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.

NO SUB-CONTRACTING FOR LABORATORY SERVICES

Laboratory Services shall not be sub-contracted, the awarded Bidder shall perform all tests in its own laboratories.

CONFIDENTIALITY

All draws, tests, reporting, 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.