



NOTICE OF SOLICITATION

SERIAL #: PH RFP 10-001

REQUEST FOR PROPOSAL FOR: LABORATORY TESTING FOR CLINICAL SERVICES

Notice is hereby given sealed proposals will be received by the Maricopa County Department of Public Health Department, 4041 N. Central Avenue, #1400, Phoenix, Arizona 85012, until 2:00 P.M./Arizona Time on **July 31, 2009** for the furnishing of the following services for Maricopa County. Proposals will be opened by the Public Health Procurement Officer (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed, and addressed to the Maricopa County Department of Public Health Department, 4041 N. Central Avenue, #1400, Phoenix, Arizona 85012 and marked **"SERIAL #: PH RFP 10-001 REQUEST FOR PROPOSAL FOR LABORATORY SERVICES FOR CLINICAL SERVICES."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/materials> "Develop Bids". ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE
MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

CHERYL RENTSCHLER
PROCUREMENT OFFICER
TELEPHONE: (602) 506-6886
EMAIL: cherylrentschler@mail.maricopa.gov

NOTE: MARICOPA COUNTY PUBLIC HEALTH PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

http://www.maricopa.gov/materials/advbd/pub_health.asp

TABLE OF CONTENTS

NOTICE

TABLE OF CONTENTS

SECTIONS:

1.0	INTENT
2.0	SCOPE OF WORK
3.0	SPECIAL TERMS & CONDITIONS

ATTACHMENTS:

ATTACHMENT A	PRICING
ATTACHMENT B	AGREEMENT/SIGNATURE PAGE
ATTACHMENT C	REFERENCES

EXHIBITS:

EXHIBIT 1	VENDOR REGISTRATION PROCEDURES
-----------	--------------------------------

REQUEST FOR PROPOSAL FOR: LABORATORY TESTING FOR CLINICAL SERVICES

1.0 INTENT:

The Maricopa County Department of Public Health (MCDPH) is seeking the services of a professional laboratory testing facility to provide medical/clinical laboratory testing and pathology services and test results on an as-needed basis to its Clinical Services Division located at 1645 E. Roosevelt Street, Phoenix, AZ 85006. The Clinic's normal operating hours are between 8:00 a.m. and 5:00 p.m., Monday through Friday. The Clinical Services Division currently consists of a Tuberculosis Clinic, STD Clinic, Refugee Screening Clinic, Health Care for the Homeless Clinic, Hansen's Disease Clinic and HIV Testing and Counseling. The Division currently serves approximately 90,000 individuals annually across all services offered.

Medical provider staff in the Division includes four (4) physicians, one (1) psychiatrist, and eight (8) midlevel providers (physician assistants and nurse practitioners). In addition, the Division employs two (2) pharmacists, one (1) pharmacy technician, a Medical Director, a Laboratory Supervisor, eight (8) laboratory technicians, and approximately forty (40) other clinical personnel (registered nurses, licensed practical nurses, and medical assistants).

The Division has a small in-house laboratory that does routine testing on a daily basis. More complex testing is done at an outside facility. The Division conducts approximately 200,000 laboratory tests annually. Approximately 150,000 of those tests are done in-house, and 50,000 are sent to an outside facility. All tests currently performed are listed in Section 2.1.1 below.

The estimated number of tests performed annually is for reference only. MCDPH does not guarantee a minimum or maximum number of tests will be performed during the contract period. Potential bidders may submit for all tests or individual tests only. Multiple contracts with multiple contractors may be awarded in order to guarantee uninterrupted service to the County as well as to obtain the best pricing possible for each test performed.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.7 below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF WORK:

2.1 TECHNICAL REQUIREMENTS:

2.1.1

Name/description of test	Estimated usage	CPT Code
*ACID HGB	<10	83020
*ANA QNT	<10	86039
A1C	<10	83036
ALK F	<10	84075
ALK P	<10	84075
AML S	<10	n/a
ANA	14	86039
ANTI DNA	<10	86225
*B CONF	<10	n/a
B12	<10	82607
BMP	<10	80048
BUN	43	84520
C STOOL	<10	87045

SERIAL #: PH RFP 10-001

CA	<10	86300
CARB	<10	80156
CBC w/Dyf	2500	85027
CD PANEL	<10	88180
CDT	<10	n/a
CMP	17	80053
COC CF	<10	n/a
COCCI	61	86635
CORT	<10	82533
CREAT	44	82565
CREATINE KINASE (CK)	<10	82550
CRP HS	21	86141
CRYP	<10	86403
DNAGC	<10	87590
DNACHL	<10	87490
DF	1,568	85007
DIL	<10	80185
ELECTROPHORESIS CONFIRM	<10	83020
ESR	24	85651
FE	<10	83540
FER	<10	82728
FOL RBC	<10	82747
FT4	<10	84439
GGT	50	82977
GLU	<10	82947
GLYHGB	<10	83036
HAPT	<10	83010
HBCORE	5,500	86704
HBE AB	<10	86707
HBE AG	56	87350
HBSAB	2,727	86706
HBSAG	2,735	87340
HBV PCR	<10	87517
HCV GEN	<10	n/a
HCV RNA	<10	87522
HEMOGLOBIN	<10	85018
HEMOGLOBINOPATHY EVAL	<10	83021
HEP A	33	86709
HEP A TO	18	86708
HEP C	46	86803
HEPATITIS PANEL - ACUTE	<10	80074
HEPATIC FUNCTION PANEL	4,710	80076
HGBEP	17	n/a
HH	<10	85014 & 85018
HISTONE	<10	83516
HIV	16	86703
IGA	<10	82784
IGE	<10	82785
IGG	<10	82784
IGM	<10	82784
K	<10	84132
LDH	<10	83615
LEAD	945	83655

LIP	<10	n/a
LIPID	<10	80061
LYTES	<10	80051
MICALB R	<10	82043
MIT AB	<10	n/a
MUMPS	<10	86735
PCC U DIP	<10	n/a
PHOS	<10	84100
PT	<10	85610
PTT	<10	85730
QTB	31	86480
RENAL	116	80069
RETIC	<10	85045
RF	<10	86431
RPR	1,500	86592
RUBE	<10	86762
RUBEOLA	<10	86765
SMA R	<10	83516
SMAB TITE	<10	86225
SMITH	<10	n/a
T-SPOT.TB	2,500	n/a
T4	<10	84436
TIBC	<10	n/a
TPPA	500	n/a
TRF	<10	84466
TSH	<10	84443
UA RFX	<10	81001
URIC	<10	84550
VARICELLA ZOSTER Ab, iGg	<10	86787
VARICELLA ZOSTER iGg &	<10	86787
VENI IL	38	G0001
VIT D	<10	82652
VZV	<10	86787

- 2.1.2 Additional tests not listed above may be requested and potential bidders should furnish MCDPH with a Reference Lab Fee Schedule to be made part of the final contract. If tests are not listed, then Contractors are expected to accept *current* (current at the time the service is provided) AHCCCS compensation/fee schedule as “standard pricing”, unless otherwise noted. Contractors shall note any exceptions to AHCCCS “standard pricing” on Attachment A (pricing page).
- 2.1.3 All prices quoted must include all associated charges and delivery costs.
- 2.1.4 At a minimum, Contractor shall pick up specimens 2 times per day, once during business hours and once after business hours. Contractor shall provide MCDPH with a lockbox for storage of specimens to be picked up after hours.
- 2.1.5 MCDPH shall supply routine specimen collection containers such as blood tubes, urine cups, and the like. Contractor shall provide shipping containers and materials if required to perform a specific test. Contractor shall also provide test requisitions and specimen transport bags.
- 2.1.6 Lab results shall be delivered via print copy to MCDPH within one (1) business day of test run. STAT reports shall be delivered via telephone on the same day as test run, followed by a print copy. Contractor shall provide MCDPH with a dedicated printer and be responsible for providing all printer supplies, maintenance, and dedicated phone line in which to send print copies.
- 2.1.7 Contractor shall provide a standard-type lab report that contains the patient name, age, date of birth, Patient ID Number (PID), provider who ordered the lab, date of collection, specimen date, date specimen received, date reported, type of test, reference ranges that

are age and gender appropriate, interpretation criteria (as applicable), reporting guidelines and any other pertinent information that the vendor includes on its standard lab reports. Vendor will flag abnormal and critical lab values. Lab results that contain critical values will have a footnote indicating that a verbal report was made, to whom it was made, the date it was made, and by whom it was made.

- 2.1.8 Contractor shall provide MCDPH with a catalog (preferably electronically) that states specimen requirements and instructions for proper handling, storage, and shipping instructions to ensure optimal specimen integrity. Catalog must also state whether testing is done in-house or sent out to a subcontracted laboratory. Multiple copies must be made available and the catalog shall be updated as needed.

2.2 CONTRACTOR QUALIFICATIONS:

In addition to the Evaluation Factors described in Section 3.2 below, Contractor shall:

- 2.2.1 Contractor shall operate or have access to a CLIA licensed laboratory facility capable of fully meeting the requirements defined in this solicitation.
- 2.2.2 Contractors submitting proposals in response to this solicitation shall have at least three (3) years experience providing laboratory services. Preference may be given to Contractors who have experience in providing laboratory services to governmental agencies.
- 2.2.3 Contractor must provide local customer service representation or, as a minimum, establish a means of contacting a customer service or laboratory representative during all hours of clinic operation, without exception.
- 2.2.4 Contractor shall “pick up” all lab samples at least twice daily, without exception. A schedule shall be developed upon contract execution.

2.3 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the services performed under the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.4 FACILITIES:

During the course of this Contract, the County shall provide the Contractor’s personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.5 INVOICES AND PAYMENTS:

- 2.5.1 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price

- Total Amount Due

2.5.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order

2.5.3 Payment may be made to the Respondent by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Respondent shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.5.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.6 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.7 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW CONTRACT:

The County may, at its option and with the approval of the Contractor, extend the term of this Contract up to a maximum of two (2) one (1) year options, or other specified length options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

The fees set forth in the pricing and Reference Lab Fee Schedule must remain fixed for a 12-month period beginning upon contract execution. Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for

adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 AVAILABILITY OF FUNDS:

3.4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

3.4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

3.5 REQUIREMENTS CONTRACT:

3.5.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

3.5.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

3.5.3 Purchase orders will be cancelled in writing.

3.6 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

3.7 TERMINATION FOR DEFAULT:

3.7.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

- 3.7.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 3.7.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 3.7.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

3.8 INDEMNIFICATION:

- 3.8.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 3.8.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 3.8.3 The scope of this indemnification does not extend to the sole negligence of County.

3.9 INSURANCE REQUIREMENTS:

- 3.9.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 3.9.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.9.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.9.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.9.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.9.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.9.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.9.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.9.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.9.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.9.11 Workers' Compensation.

3.9.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.9.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.9.12 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.9.13 Certificates of Insurance.

3.9.13.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the

County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

3.9.13.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.9.13.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.9.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.10 OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor expressly agrees that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the Occupational Safety and Health Act of 1970 (and to the Occupational and Safety Health Act of the State of Arizona), including but not limited to training, provision of personal protective equipment, provision of post-exposure prophylaxis, adherence to appropriate lock out/tag out procedures, and providing all notices, material safety data sheets, labels, etc. required by the right-to-know-standard.

3.11 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card (MasterCard), from time-to-time, to place or make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.12 SUBCONTRACTING:

3.12.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.12.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.13 LICENSURE/CERTIFICATION

3.13.1 Contractor shall comply with all applicable provisions of law and other rules and regulations of any and all governmental, accrediting and/or regulatory authorities relating to the licensure and regulation of health care providers and physicians.

- 3.13.2 Upon request, Contractor agrees to allow County, to the extent permitted by law, access to credentials of Qualified Physicians and Qualified Providers who are providing services to Department under the terms and conditions of this Contract.
- 3.13.3 Contractor expressly agrees that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the Occupational Safety and Health Act of 1970 (and to the Occupational and Safety Health Act of the State of Arizona), including but not limited to training, provision of personal protective equipment, provision of post-exposure prophylaxis, adherence to appropriate lock out/tag out procedures, and providing all notices, material safety data sheets, labels, etc. required by the right-to-know-standard.

3.14 SCHEDULE OF EVENTS:

Request for Proposals Issued: Thursday, July 9, 2009

Deadline for written questions is Thursday, July 23, 2009. All questions must be submitted to CherylRentscheler@mail.maricopa.gov and must be received by 2:00 PM, Arizona time. All questions and answers will be posted to http://www.maricopa.gov/materials/advbd/pub_health.asp with the original solicitation.

Proposals Opening Date: Friday, July 31, 2009

Deadline for submission of proposals is 2:00 P.M., Arizona Time, on **JULY 31, 2009**. All proposals must be received before 2:00 P.M., Arizona Time, on the above date at the Maricopa County Department of Public Health, 4041 N. Central Avenue, #1400, Phoenix, Arizona 85012.

Proposed review of Proposals and short list decision: July 31 – August 7, 2009

Proposed selection and negotiation: August 7 – August 14, 2009

Proposed award of Contract: Wednesday, September 2, 2009

All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

3.15 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County Department of Public Health
ATTN: Cheryl Rentscheler
4041 N. Central Avenue, #1400
Phoenix, AZ 85012

Administrative telephone inquiries shall be addressed to:

Cheryl Rentscheler, Procurement Officer
602 506-6886
cherylrentscheler@mail.maricopa.gov

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.16 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.19 as follows:

- 3.16.1 One (1) original hardcopy of all proposal documents.
- 3.16.2 One (1) CD providing all proposal documents in Word and then the entire proposal document in PDF format.
- 3.16.3 Five (5) CD's providing the entire proposal in PDF format only.
- 3.16.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County Department of Public Health
Attn: Cheryl Rentscheler
4041 N. Central Avenue, #1400
Phoenix, AZ 85012

SERIAL #: PH RFP 10-001, LABORATORY TESTING FOR CLINICAL SERVICES

- 3.16.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

3.17 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of PH RFP 10-001 and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, PH RFP 10-001." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, PH RFP 10-001," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.18 GENERAL CONTENT:

- 3.18.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.
- 3.18.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

3.19 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in binders and have sections tabbed as below:

- 3.19.1 Letter of Introduction
- 3.19.2 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent's best offer. Contractor shall also describe its means of providing local customer service representation.
- 3.19.3 Qualifications – This section shall describe the respondent's ability and experience related to the programs and services proposed. Copies of all licenses, certifications, and

accreditations shall be provided. Also included shall be the last 2 CLIA license inspection reports.

3.19.4 Proposal exceptions

3.19.5 Quality control – This section shall describe the methods or process in place to ensure quality control

3.19.6 Catalog or handbook – This section shall provide a copy of the Contractor's catalog or handbook currently in use

3.19.7 Attachment A (Pricing)

3.19.8 Attachment B (Agreement Page)

3.19.9 Attachment C (References)

3.20 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed descending order of importance.

3.20.1 Contractor Qualifications

Contractor must be CLIA licensed – provide copies of the last 2 CLIA license inspection reports. Also include any agency accreditations received.

3.20.2 Previous Experience

Contractor must have a minimum of three (3) years experience in providing laboratory services. Include any experience in providing services to governmental organizations.

3.20.3 Quality control methods

Contractor must fully describe the process or method in place to ensure quality control

3.20.4 Pricing

Include pricing for each type of test and indicate if there is a reduced price for volume

3.20.5 Comprehensiveness of Contractor's catalog/handbook

3.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

3.21.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.21.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.21.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.21.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.21.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.21.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.21.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.22 E-VERIFICATION OF EMPLOYEES:

The Contractor warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges:

3.22.1 That the Contractor and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A;

3.22.2 That a breach of a warranty under subsection 1 above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract;

3.22.3 That the contracting government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty provided under subsection 1 above and that the contractor agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

3.22.4 That nothing herein shall make any contractor or subcontractor an agent or employee of the contracting government entity.

3.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.23.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.23.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.24 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE 1: RESPONDENTS ARE REQUIRED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION AND SAMPLE CONTRACT DOCUMENT PRIOR TO SUBMITTING A PROPOSAL. FOR THIS INFORMATION, GO TO: www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp

NOTE 2: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.

ATTACHMENT A

LABORATORY TESTING FOR CLINICAL SERVICES

PRICING SHEET

BIDDER NAME: _____
 F.I.D./VENDOR #: _____
 BIDDER ADDRESS: _____
 P.O. ADDRESS: _____
 BIDDER PHONE #: _____
 BIDDER FAX #: _____
 COMPANY WEB SITE: _____
 COMPANY CONTACT (REP): _____
 E-MAIL ADDRESS (REP): _____

PAYMENT TERMS: BIDDER IS REQUIRED TO SELECT ONE OF THE FOLLOWING:

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.
 BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10 _____
 NET 15 _____
 NET 20 _____
 NET 30 _____
 NET 45 _____
 NET 60 _____
 NET 90 _____
 2% 10 DAYS NET 30 _____
 1% 10 DAYS NET 30 _____
 2% 30 DAYS NET 31 _____
 1% 30 DAYS NET 31 _____
 5% 30 DAYS NET 31 _____

COMPENSATION/FEES:

TEST RATE

LABORATORY TESTING FOR CLINICAL SERVICES
 (As defined herein)

(Please fill in)

Name/description of test

Price per test

**Indicate if
 Volume discount
 available and if
 so, describe**

*ACID HGB
 *ANA QNT
 A1C
 ALK F
 ALK P
 AML S

ANA
ANTI DNA
*B CONF
B12
BMP
BUN
C STOOL
CA
CARB
CBC w/Dyf
CD PANEL
CDT
CMP
COC CF
COCCI
CORT
CREAT
CREATINE KINASE (CK)
CRP HS
CRYP
DNAGC
DNACHL
DF
DIL
ELECTROPHORESIS CONFIRM
ESR
FE
FER
FOL RBC
FT4
GGT
GLU
GLYHGB
HAPT
HBCORE
HBE AB
HBE AG
HBSAB
HBSAG
HBV PCR
HCV GEN
HCV RNA
HEMOGLOBIN
HEMOGLOBINOPATHY EVAL
HEP A
HEP A TO
HEP C
HEPATITIS PANEL - ACUTE
HEPATIC FUNCTION PANEL
HGBEP
HH
HISTONE
HIV

IGA
IGE
IGG
IGM
K
LDH
LEAD
LIP
LIPID
LYTES
MICALB R
MIT AB
MUMPS
PCC U DIP
PHOS
PT
PTT
QTB
RENAL
RETIC
RF
RPR
RUBE
RUBEOLA
SMA R
SMAB TITE
SMITH
T-SPOT.TB
T4
TIBC
TPPA
TRF
TSH
UA RFX
URIC
VARICELLA ZOSTER Ab, iGg
VARICELLA ZOSTER iGg &
VENI IL
VIT D
VZV

Respondent's signature below indicates understanding and agreement to perform the services outlined in the Request for Proposal indicated above for the total rate they have listed above.

Signature (REQUIRED)

Date

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

_____ Small Business Enterprise (SBE)

RESPONDENT SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER or VENDOR NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE / FAX #

CITY STATE ZIP

DATE

WEB SITE

EMAIL ADDRESS

MARICOPA COUNTY, ARIZONA

BY: _____
PROCUREMENT OFFICER

DATE

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

ATTACHMENT C

RESPONDENT'S REFERENCES

RESPONDENT SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

EXHIBIT 1

VENDOR REGISTRATION PROCEDURES AND SMALL BUSINESS PROGRAM

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process.

On-Line Registration is FREE and REQUIRED for all vendors.

Register On-line at www.maricopa.gov/materials

It is **required** that you **select an appropriate commodity code(s)** associated with your line of business.

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

If you have any questions, email us at VendorReg@mail.maricopa.gov.

SMALL BUSINESS PROGRAM

(MCB/Z)

"It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process for consideration to fulfill the requirements for various commodities and services.

Maricopa County's small business program specifically targets procurements of \$50,000 and less. However, Maricopa County encourages small business enterprises to submit responses to available solicitations for consideration.

Maricopa County's small business policy can be found on the Materials Management website at <http://www.maricopa.gov/materials/help/sbe.asp>."