

**HARFORD COUNTY HEALTH DEPARTMENT
INVITATION FOR BIDS**

PROCUREMENT ID NUMBER: HCHD 18-003

TITLE: Urine Toxicology Drug Testing

ISSUE DATE: September 27, 2017

BID DUE DATE: October 24, 2017

ISSUING OFFICE: Harford County Health Department
Office of Procurement
1321 Woodbridge Station Way
Edgewood, Maryland 21040

PROCUREMENT SPECIALIST: Madeline Kikola

QUESTIONS: Questions will be accepted until October 6, 2017. E-mail questions to madeline.kikola@maryland.gov with the subject line **Bid HCHD 18-003 Question**.

COST: The total compensation for the term of the contract resulting from this solicitation shall not exceed Twenty Thousand Dollars and No Cents (\$20,000.00).

**THIS SOLICITATION SHALL BE MADE IN ACCORDANCE WITH THE SMALL PROCUREMENT
REGULATIONS AS DESCRIBED IN COMAR 21.05.07**

1. **BID OBJECTIVE**

This solicitation is issued to contract with a Clinical Laboratory Improvement Amendments (C.L.I.A.) Certified Laboratory licensed by the State of Maryland to perform clinical urine toxicology drug testing for the clients of the Harford County Health Department, hereinafter called the "Department." Many clients are now covered by private insurance, which will reduce the volume of tests previously paid for by the Department.

2. **QUALIFICATION REQUIREMENTS**

- 2.1 Laboratory must be licensed in the State of Maryland. Bidder shall include a copy of their license with their bid;
- 2.2 Laboratory must be C.L.I.A. certified. Bidder shall include a copy of this license with their bid; and
- 2.3 Laboratory shall be in good standing with the Maryland State Department of Assessment and Taxation. Bidder shall include a copy of this certificate with their bid.

3. **DESCRIPTION OF SERVICES**

- 3.1 Specimen pick-up will be required three (3) business days per week; Monday, Wednesday and Friday;
- 3.2 The required turn-around time for reporting shall be three (3) business days;
- 3.3 Services of a MRO will not be required;
- 3.4 Specimen collectors will not be required;
- 3.5 Number of drug screens varies annually;
- 3.6 Drug screens listed on the Bid Form are to be tested as follows:
 - 3.6.1 The Full Screen and Buprenorphine are on a panel of drug screen tests
The remainder of the drugs listed may be tested individually OR may be added to a panel as an additional test.
- 3.7 Laboratory shall include their current standard operating procedures for the levels of screening;
- 3.8 Laboratory shall include their levels for all Stand Alone, Confirmation, and Full Screen Tests;
- 3.9 Adulterants to be screened include Creatinine, Specific Gravity (SG), pH, and Oxidants;
- 3.10 Confirming procedures (immunoassay tests to identify certain metabolites) such as Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Mass Spectrometry (LC/MS) would be acceptable methods;
- 3.11 Subcontracting is prohibited;
- 3.12 Laboratory shall submit a copy of their Maryland State Department of Assessment and Taxation Certificate of Good Standing with their bid;
- 3.13 Any and all positive test results will require a second testing using the same method. No quantitative levels are required;
- 3.14 Compensation to the Contractor shall not exceed Twenty Thousand Dollars and No Cents (\$20,000.00) for the term of the contract;
- 3.15 Specific substances beyond THC that are to be tested on Full Screen:
 - a) Amphetamines
 - b) Amitriptyline/Nortriptyline
 - c) Cocaine metabolites
 - d) Codeine
 - e) Doxepin
 - f) Hydrocodone
 - g) Hydromorphone
 - h) Hydroxyzine
 - m) Morphine
 - n) Other Barbiturates
 - o) Oxycodone
 - p) Pentazocine
 - q) Phencyclidine
 - r) Phenmetrazine
 - s) Phenobarbital
 - t) Phenothiazines

- i) Imipramine/Desipramine
- j) Meperidine
- k) Meprobamate
- l) Methadone
- u) Propoxyphene
- v) Quinine
- w) Tramadol

3.16 All testing will be performed in accordance with standard testing procedures as approved by the State of Maryland.

4. **BID PRICE**

4.1 Bid prices must reflect the total charge per sample to include pick-up or mailing of the sample, as appropriate, conduct the laboratory test, results reporting, and billing. All pick-up and/or mailing containers or packaging, supplies, and repeat test of positive results are to be included in the bid price quoted.

4.2 Expert witness testimony is considered a contingent bid item and will be used on a case to case basis. This contingent item cost shall not be included with the total bid submitted. The Department shall compensate the Contractor for contingent item cost should this service be necessary.

5. **REFERENCE**

Bidders shall submit at least three (3) references from past contractual obligations for which they had been awarded.

6. **CONTRACT MONITOR**

All correspondence relating the awarded contracted services shall be sent to:

Harford County Health Department
120 S. Hays Street, 3rd Floor
Bel Air, Maryland 21014
Mary Claire Brett
410-877-2353

7. **SAMPLE PICK-UPS**

All samples shall be available for pick-up between normal business hours of 3:30 p.m. and 4:30 p.m. from the following address:

Harford County Health Department
120 S. Hays Street, 3rd Floor
Bel Air, Maryland 21014

The Department will be closed on all state holidays. See chart below.
The Department will follow the State of Maryland for any weather related closings.

| | | |
|--|-----------|-------------|
| Veteran's Day | Friday | November 10 |
| Thanksgiving Day | Thursday | November 23 |
| American Indian Heritage Day | Friday | November 24 |
| Christmas Day | Monday | December 25 |
| 2018 | | |
| New Year's Day | Monday | January 1 |
| Birthday of Dr. Martin Luther King, Jr | Monday | January 15 |
| Presidents' Day | Monday | February 19 |
| Memorial Day | Monday | May 28 |
| Independence Day | Wednesday | July 4 |
| Labor Day | Monday | September 3 |
| Columbus Day | Monday | October 8 |
| Veterans Day* | Monday | November 12 |
| Thanksgiving Day | Thursday | November 22 |
| American Indian Heritage Day | Friday | November 23 |
| Christmas Day | Tuesday | December 25 |

8. **QUANTITIES**

- 8.1 Quantities stated herein are provided as a general guide for bidding and are not guaranteed amounts.
- 8.2 Actual requirement may be more or less than quantities estimated herein. Additional quantities may be requested during the term of the contract at unit prices set forth in the bid. If at the end of the term of the contract the Department has not placed orders for the total estimated quantities set forth in the contract, the contract will be considered as having terminated.
- 8.3 Contingent items will be used on an as-required basis for testing.

9. **TERM**

The Contract resulting from this solicitation shall be for a term of one (1) year from the date of Contract execution with the Department having the option to renew, in writing, for an additional two (2), one (1) year renewal periods under the same terms, conditions and pricing.

10. **BID SUBMISSION**

- 10.1 Bid is due October 24, 2017 NO LATER THAN 2:00:00 P.M. Bids received after the specified date and time will not be considered;
- 10.2 Bidder shall submit one bid only; and
- 10.3 Submissions will be accepted by the following method:

10.3.1 E-mail to: madeline.kikola@maryland.gov

Subject Line: Bid Submission HCHD 18-003 Urine Toxicology Testing

11. **INSURANCE REQUIREMENTS**

11.1 Prior to the execution of the Contract, the Contractor must obtain, at its own cost and expense, and keep in full force and effect until expiration or termination of the Contract insurance requirements for this type of service written in companies licensed to conduct business in the State of Maryland.

11.2 The Contractor will furnish a certificate evidencing that such insurance is in force and will make every reasonable effort to provide that ten (10) business days prior notice be given to the Department in the event of material change or cancellation.

12. **LAWS AND REGULATIONS**

In all operations related to the subject item, all laws and regulations of Harford County and all United States, State of Maryland Laws which are applicable to the Contract must be strictly complied with. The Contractor shall protect and indemnify the Department and its agents or employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations, whether by him or his employees.

13. **QUALIFICATION AND LICENSE**

The Department may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish the Department all such information and data for this purpose as the Department may request. The Department reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Department that such Bidder is properly qualified to carry out the obligations of the Contract resulting from this solicitation and to complete the work contemplated therein.

14. **BASIS OF AWARD**

Award shall be made to the responsive and responsible Bidder submitting the lowest bid cost.

15. **PAYMENT**

15.1 Invoices shall be received by the 15th of each month for actual specimen tests performed for the previous month;

15.2 All invoices shall include the following:

- a) Contractor's name and mailing address;
- b) Contractor's Federal Tax Identification (FEIN);
- c) Contract No. HCHD 18-003;
- d) Time period covered;
- g) Services and quantity delivered; and
- h) Amount due

15.3 All invoices shall be sent by e-mail to Mary Claire Brett at: maryclaire.brett@maryland.gov

Subject line: Contract No. HCHD 18-003

15.4 Payments to the Contractor shall not exceed Twenty Thousand Dollars and No Cents (\$20,000.00) for the term of the Contract.

16. **HIPAA - BUSINESS ASSOCIATE AGREEMENT – ATTACHMENT B**

Based on the determination by the Health Department that the functions to be performed in accordance with the solicitation constitute Business Associate functions as defined in HIPAA, the successful Bidder shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. § 164.501 and set forth in Attachment.

17. **“SAMPLE” FORM CONTRACT – ATTACHMENT D**

The Department’s sample contract is attached as part of this solicitation.

18. **ATTACHMENTS REQUIRING COMPLETION**

The following document shall be completed in its entirety and shall include the signature of the Bidder’s authorized agent:

- | | |
|--------------------------------|-----------|
| a) Attachment A: Bid Form | BF1 – BF2 |
| b) Attachment C: Bid Affidavit | BA1 – BA4 |

BID FORM

**Urine Toxicology Testing
HCHD Behavioral Health Program
Bid No. HCHD 18-003**

The submission of this bid in response to Bid No. HCHD 18-003 evidences the Bidder’s acceptance to perform all services as specified in the bid specifications. The undersigned hereby submits the following bid:

ESTIMATED TESTS (per year)

- 1. Full Screen (NA+B+S2) + EIA Alcohol + EIA Quant. THC BY Thin Layer Chromatography \$ _____ x 200 = Total Cost: \$ _____
 - 2. Buprenorphine (EIA screen) \$ _____ x 100 = Total Cost: \$ _____
 - 3. Buprenorphine (LC/MS Confirmation) \$ _____ x 10 = Total Cost: \$ _____
 - 4. GC/MS Benzodiazepines \$ _____ x 10 = Total Cost: \$ _____
 - 5. LC/MS Amphetamine \$ _____ x 10 =Total Cost: \$ _____
 - 6. LC/MS Opiate \$ _____ x 10 =Total Cost: \$ _____
 - 7. Adulterant (EIA) \$ _____ x 10 = Total Cost: \$ _____
 - 8. EtG (EIA) \$ _____ x 50 =Total Cost: \$ _____
 - 9. Creatinine (EIA) \$ _____ x 50 =Total Cost: \$ _____
 - 10. THC 100ng/mL (EIA) \$ _____ x 10 =Total Cost: \$ _____
 - 11. K2/Spice (Synthetic Cannabinoids) \$ _____ x 20 = Total Cost: \$ _____
- Add 1 through 11 = Total Bid Cost: \$ _____

Quantities shown are estimates for bid purposes only and may not be considered as a requirement on the part of the Health Department to purchase a minimum or maximum of products; and that payment to the successful Bidder will be based on the unit price multiplied by the actual number of tests performed.

GENERAL STATEMENT

1. The undersigned has checked all of the above figures, and understands that the Department will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.

2. In submitting this bid, it is understood that the Department reserves the right to cancel this bid at any time after issuance, to reject, in whole or in part, any and all bids when, in its judgment, determines that this action is fiscally advantageous or otherwise to serve its best interest.

3. The undersigned declares that the person or persons signing this bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the bid's conditions and provisions thereof .

SUBMITTED BY:

Name of Company

Authorized Representative
(Signature)

Address

Authorized Representative/Title
(Print)

City, State, Zip

FEIN

Telephone Number

E-mail Address

Fax Number

Date

BF-2