



Administered by  
**UNIVERSITY OF MAINE SYSTEM**  
Office of Strategic Procurement

**REQUEST FOR PROPOSALS (RFP)**

**MEDICAL LABORATORY DIAGNOSTIC  
TESTING AND SERVICES**  
University of Southern Maine

**RFP # 09-13**

ISSUE DATE:  
September 25, 2012

PROPOSALS MUST BE RECEIVED BY:  
October 24, 2012

DELIVER PROPOSALS TO:

University of Maine System  
Office of Strategic Procurement  
Attn: Hal Wells  
16 Central Street  
Bangor, ME 04401

## SECTION ONE

### 1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System acting through the University of Southern Maine (USM), is seeking proposals for the provision of medical laboratory diagnostic testing and services as described below.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected vendor.

- 1.2 Definition of Parties: The University of Southern Maine will hereinafter be referred to as the "University". Respondents to the RFP shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor".
- 1.3 Background: The University is a three campus school serving approximately 11,000 students. Its student body is the most diverse in the State of Maine. Approximately half are full-time students; more than 62 percent are women and the average age of our students 27. University Health Services contributes to the mission of the University by providing health related supportive services to students from clinics at the Portland and Gorham campuses.
- 1.4 Scope: The University seeks to contract with a medical laboratory to provide economical, convenient and timely medical laboratory services for students attending the University. The contract will be for one year with an option to renew for four additional one year terms.

The Contractor shall provide daily pickup of specimens at two campus locations (Portland and Gorham) and a next day return on routine labs. The Contractor shall also provide a convenient location(s) for off-campus blood draws – preferably a site in Portland and one in or near Gorham.

Normally the University will compensate the Contractor for laboratory services upon receipt of monthly invoices for services provided. This proposal process will determine the fees for lab tests. The Contractor will also provide an option to bill the patient's insurance carrier for tests, including those students having both private or public (Medicaid/Medicare) coverage.

- 1.5 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to price, convenience, service, timely response, training for University staff and references.
- 1.6 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php). The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells  
Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, Maine 04401

(207) 973-3302  
hcwells@maine.edu

- 1.7 Award of Proposal: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all bids/proposals/submissions, in whole or in part, and is not necessarily bound to accept the lowest cost bid/proposal/submission if that bid/proposal/submission is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.
- 1.8 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.9 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.
- 1.10 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.11 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
- 1.12 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.13 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.14 Non-Responsive Bids/Proposals: The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.15 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the

protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #09-13

- 1.16 Proposal Submission: A **SIGNED** original and four (4) copies of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by **Wednesday, October 24, 2012**, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder  
Address of Bidder  
Due Date  
RFP # 09-13

- 1.17 Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.
- 1.18 The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The University of Southern Maine's Director of Health Services, Lisa Belanger or her designee shall be the University's authorized representative in all matters pertaining to the administration of this contract.
- 2.2 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.3 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Contract Term:** The initial term of this Contract shall be for a period of one (1) year commencing upon September 1, 2013. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.
- 2.5 **Contract Data:** The Contractor is required to provide the University with detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to services rendered.
- 2.6 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.7 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.8 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within five (5) calendar days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving thirty (30) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.9 **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.

- 2.10 Clarification of Responsibilities: If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.
- 2.11 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.12 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.13 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.14 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.15 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advanced notice. Further information regarding this policy is available from the Office of Equity and Compliance, 222 Deering Avenue, Portland, ME, (207) 780-5510.
- 2.16 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.17 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Medical Professional Liability (If written on a "Claims Made" basis, the Contractor agrees to keep coverage in force for a minimum of three years following the termination of this contract.)	\$2,000,000 limit or more
3. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
4. Workers Compensation	Required for all personnel In Compliance with Applicable State Law

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System  
16 Central Street  
Bangor, Maine 04401

- 2.18 Smoking Policy: The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.
- 2.19 Confidentiality of Information: The Contractor shall comply with HIPAA and all other applicable statutes pertaining to the services and the confidentiality of medical records and information.
- 2.20 Payments: Payment will be upon submittal of an invoice to the address shown on the purchase order by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.

## SECTION THREE

### 3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 Services: The Contractor shall provide qualified and trained personnel and certified / licensed facilities for medical laboratory diagnostic testing and services. Laboratory testing shall include, but is not limited to, the University's top twenty tests shown below. The University prefers that prices for lab tests be valid for the University's fiscal year, July 1 through June 30. Increases – if required – would be disclosed and mutually agreed to before Contract renewal and would remain valid for the year. The University reserves the right to re-bid if it does not want to accept prices increases.

The table below shows the University's top twenty tests and the number of each test ordered for the fiscal year from July 1, 2011 through June 30, 2012.

Lab Tests	Code	# ordered
Pap Smear, Thin Prep	88142	57
CBC w/Diff (*Reflex)	85025	43
DNA Probe – Chlamydia & GC	87491 87591	25
DNA Probe – Chlamydia & GC – State Lab	87491 87591	21
TSH	84443	43
Lipid Panel	80061lp	31
Comprehensive Metabolic Panel	80053	30
Mumps Titer	86735	16
Varicella zoster, IGG	86787	8
Culture, Urine (*Reflex)	87086	23
Rubella Titer	86762	16
Rubeola Titer	86765	15
HIV-1, HIV-2 antibody	86703	26
Culture, antibiotic sensitivity (2) or (3)	87186	14
Culture, Bacteria, Throat (upper respiratory)	87070	16
Mono Screen	86308	20
RPR Serologic Screening Test for Human Syphilis	86592	22
Hepatitis B – SAB	86706	10
Glucose, serum or plasma	82947	6
hcg qualitative	84703	5
Total lab tests for 2011-12 school year		638

- 3.2 Specimen Pickup: The Contractor shall provide daily (weekday) pickup of specimens at both campus locations. The University prefers daily pickups after 5:30 p.m. because it may offer extended hours of service on some weekdays.
- 3.3 Stat / Emergency Pickup: The Contractor shall provide 'on demand' Stat / Emergency pickup service. The requirement for this type of service is rare – perhaps once or twice a year. The University's expectation is that pickup would occur within 1-2 hours of the request and that there shall be a rapid turnaround time on results – within hours.
- 3.4 Convenient Locations for off-campus draws: The Contractor shall provide a convenient location or locations for students for whom an off-campus location is better suited. The



University prefers a site in Portland and one in Gorham.

- 3.5 Reporting Test Results: The Contractor shall provide timely reporting of test results. The expectation is that routine lab test results are reported the next business day. The University Health Services offices are not open on the weekends or holidays. Reporting requirements for Stat / Emergency tests are described above.
- 3.6 Equipment to Report Test Results: The Contractor shall provide the equipment necessary to report results (at both campuses) to include connectivity and supplies, at no charge to the University. The University's expectation is that the Contractor shall provide, supply and maintain printers, or other electronic reporting equipment, at each site for the daily transmission of lab results. The Contractor will pay any connectivity charges such as for phone lines. The Contractor shall provide pre-printed lab requisition forms as well as order forms for supplies, and a toll-free number for ordering maintenance of equipment. The Contractor shall have back up procedures to deliver reports in a timely manner by other means, such as hard copies delivered when specimens are picked up, should the primary method for reporting fail.
- 3.7 Abnormal Result Reporting: The Contractor shall have procedures for reporting urgent or very abnormal results that exceed predefined criteria established by the Contractor.
- 3.8 Laboratory Supplies: The Contractor shall provide all expendable laboratory supplies, at no charge to the University. These supplies include but are not limited to blood tubes, needles, pap testing, culture swabs, etc. The Contractor shall also provide lab order forms. Alternatively, the Contractor may provide a toll free contact for ordering necessary laboratory supplies and forms.
- 3.9 Customer Service: The Contractor shall provide toll free customer service and timely responses to questions and concerns. The University prefers that a service representative visit its sites on a regular basis, perhaps quarterly, to assess service and address any questions / concerns.
- 3.10 Training: At no additional cost to the University, the Contractor shall provide in-service training for University staff at the Contractor's local facility. The expectation is that University staff will spend time with a phlebotomy technician to learn how to draw blood or sharpen their skills. This service would ideally be available once or twice annually, if needed.
- 3.11 Complaint Reporting: The Contractor shall immediately notify the Contract Administrator in the event of a complaint against a licensed professional or the loss or suspension of a license, etc.

## SECTION FOUR

### 4.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

- 4.1 Business Profile: Provide a business profile and history of your company.
- 4.2 Pricing: Bidders shall provide price schedule, valid for at least one year, preferably valid for the University's fiscal year July 1 through June 30. The price schedule must include the University's top twenty procedures listed (please refer to section 4.3 above) and pricing for less commonly run tests must be available by catalog or toll free number.
- 4.3 Price increases: Bidders shall provide not-to-exceed values or percentages for price increases, if any, for year two, three, four and five of the contract.
- 4.4 Personnel and Licenses: Bidders shall describe the qualifications and training of personnel servicing this contract. Bidders shall also provide copies of certifications / licenses pertaining to their operations, as they relate to the requirements of this contract.
- 4.5 Courier Services: Bidders shall describe the daily specimen pickup service offered. Response times for Stat / Emergency pickup service shall also be described.
- 4.6 Blood draw sites: Bidders shall identify the locations and hours of operation for off-campus blood draws.
- 4.7 Reporting Results: Bidders shall describe the method(s) and time frames for reporting lab test results. Include information on reporting for Stat / Emergency tests.
- 4.8 Equipment: Bidders shall describe the equipment and services that will be provided to the University to facilitate routine reporting of lab test results. Include an explanation of back up reporting procedures in the event of equipment failure.
- 4.9 Abnormal Result Reporting: Bidders shall describe the parameters and procedures for reporting very abnormal or urgent results.
- 4.10 Supplies: Bidders shall describe the expendable laboratory testing supplies to be furnished under this contract as well as the method and time frame for replenishment.
- 4.11 Customer Service: Bidders shall describe their customer service procedures, to include dispute resolution. Will the bidder offer regularly schedule visits by a service representative?
- 4.12 Training: Bidders shall describe no cost the in-service training offered University staff under this contract. This should include the training location, number of hours offered and number of University staff that can receive training in each contract year.
- 4.13 Billing Procedures: Bidders shall describe their billing procedures.

4.14 References: A list of three references shall be submitted with your quotation. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one.**

SIGNATURE PAGE

COMPANY NAME: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

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(E-mail Address)

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(Date)