



**State of Alabama
Department of Mental Health
Central Purchasing
Solicitation**

Solicitation RFB 061 23000000608	Document Phase Final	Document Description Laboratory Services
Procurement Folder 1696401	Creation Date 09/07/23	Print Date 09/07/23

Request for Bids

CONTACTS

Contact	Name	E-mail	Phone
Requestor:	Annette Waites	Annette.Waites@mh.alabama.gov	334-353-7128
Issuer:	Annette Waites	Annette.Waites@mh.alabama.gov	334-353-7128
Buyer:	Annette Waites	Annette.Waites@mh.alabama.gov	334-353-7128

Bids will be accepted from: 09/07/23
to: 09/21/23 11:00 AM
Bids will be opened: 9/21/23 1:00 PM

TO BE COMPLETED BY VENDOR

Information in this section should be provided as appropriate. Bid Response must be in ink or typed with original signature and notarization.

1. Delivery: Can be made _____ days or _____ weeks after receipt of order.
2. Terms: _____ (Discounts are taken without regard to date of payment.)
3. Prices valid for acceptance within _____ days.
4. Vendor's quotation reference number, if any: _____ (this number will appear on the purchase order.)
5. E-mail address: _____ Internet Website: _____
6. General Contractor's License No: _____ Type of G.C. License: _____

Return invitation to bid:

Regular Mail

State of Alabama
Alabama Mental Health
Purchasing Office
P.O. Box 301410
Montgomery, AL 36130-1410

Courier

State of Alabama
Alabama Mental Health
Purchasing Office
100 N. Union St. Suite 570
Montgomery, AL 36104

Signature and Notarization Required

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

Sworn to and

VSS Vendor Number

Authorized Signature (Ink)

Subscribed before me this

Company Name

Type/Print Authorized Name

Day of _____

Mail Address

Title

Notary Public

City, State, Zip

Toll Free Number

Term Expiration:

Phone Including Area Code

Fax Number

COMMODITY INFORMATION

Group: 1 Default Commodity Group **Line:** 1 **Line Type:** Service
Commodity Code: 94855 **Quantity:**
Commodity Description: Medical and Laboratory Services, Non-Physician **Unit:**
Extended Amount: **Unit Price:**
Preferred Vendor: _____
Extended Description: _____

Laboratory Services for Bryce Hospital as Specified...

Medical and Laboratory Services, Non-Physician

SHIPPING AND BILLING**Shipping**

ADMH- Central Office Contracts & Purchasing
Annette Waites...Room 570
100 N Union
RSA Union Building
Montgomery, AL 36130

Delivery Date: _____

Billing

ADMH Central Office Accounts Payable
Chris McCracken - 334-242-3799
100 N Union Street
RSA Union Building-Suite 568
Montgomery, AL 36130

Delivery Type: _____

COMMODITY INFORMATION

Group: 1 Default Commodity Group **Line:** 2 **Line Type:** Service
Commodity Code: 94855 **Quantity:**
Commodity Description: Medical and Laboratory Services, Non-Physician **Unit:**
Extended Amount: **Unit Price:**
Preferred Vendor: _____
Extended Description: _____

Laboratory Services for Harper Center as Specified...

Medical and Laboratory Services, Non-Physician

SHIPPING AND BILLING**Shipping**

ADMH- Central Office Contracts & Purchasing
Annette Waites...Room 570
100 N Union
RSA Union Building
Montgomery, AL 36130

Delivery Date: _____

Billing

ADMH Central Office Accounts Payable
Chris McCracken - 334-242-3799
100 N Union Street
RSA Union Building-Suite 568
Montgomery, AL 36130

Delivery Type: _____

COMMODITY INFORMATION

Group: 1 Default Commodity Group **Line:** 3 **Line Type:** Service
Commodity Code: 94855 **Quantity:**
Commodity Description: Medical and Laboratory Services, Non-Physician **Unit:**

Extended Amount:

Unit Price:

Preferred Vendor: _____

Extended Description:

Laboratory Services for Taylor Hardin as Specified...

Medical and Laboratory Services, Non-Physician

SHIPPING AND BILLING

Shipping

ADMH- Central Office Contracts & Purchasing
Annette Waites...Room 570
100 N Union
RSA Union Building
Montgomery, AL 36130

Delivery Date:

Billing

ADMH Central Office Accounts Payable
Chris McCracken - 334-242-3799
100 N Union Street
RSA Union Building-Suite 568
Montgomery, AL 36130

Delivery Type:

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AUTHORITY:

The Department of Mental Health, an agency of the State of Alabama, makes purchases under the authority granted in Acts 1965, No. 881, Acts 1984, No. 84-242, and in accordance with the State of Alabama Bid Laws, specifically Code of Alabama 1975, Section 41-16-20.

AWARD:

The Department of Mental Health reserves the right to: (1) award bids on an "all or none" basis; (2) award bids on an "item by item" basis, unless otherwise specified by bidder; (3) waive any informality in bids; (4) reject any and all bids.

BID RESPONSE INSTRUCTIONS:

In order to submit a responsible bid, bidder must read and follow all instructions, terms, conditions and specifications.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Department of Mental Health does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Department of Mental Health Office of Contracts and Purchasing prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no bid). Pages should be secured. The Department of Mental Health does not assume responsibility for missing pages. Faxed/ emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Department of Mental Health requires an original and a minimum of two exact copy signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

BID REJECTION:

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of bid.

Bids that are improperly submitted or received late will be documented for record will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid response with multiple bid numbers in same envelope not properly identified
- Bid responses received late

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- Bid response not signed/not original signature
- Bid response not notarized/not original signature of notary/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and two copies
- Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended Act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within five (5) calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

CERTIFICATION PURSUANT TO ACT No. 2006-557:

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting and remitting Alabama state and local sales, use and/or lease tax on all taxable sales and leases in Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

MINORITY VENDOR INFORMATION:

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the Office of Minority Business Enterprises at www.adeqa.alabama.gov.

STANDARD TERMS AND CONDITIONS

VENDOR REGISTRATION AND SUBSCRIPTION FEE:

Vendor may receive bid notices by registering at the State of Alabama vendor self-serve (VSS) portal, Hyperlink: “<https://procurement.staars.alabama.gov>”. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract to include renewal periods.

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INTENT TO AWARD:

The State of Alabama Department of Mental Health will issue an “Intent to Award” before the final award is made. The “Intent to Award” will continue for a period of five (5) calendar days, after which the award will be final provided there are no protest. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-44(14).

ALTERNATE BID RESPONSES:

Unless stated elsewhere in this Invitation-to-Bid (ITB) the Dept. of Mental Health accept and evaluate alternate bid submittals provided the response meets all bid requirements. Alternates will be considered. When alternate brands and/or product numbers are bid, adequate specifications for evaluation must be submitted with the bid. Final determination as to equal quality of alternate will always be made by the receiving authority.

INTERNET WEBLINKS:

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this ITB.

SALES TAX EXEMPTION:

Pursuant of the Code of Alabama, 1975, Title 40-23-4(A), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

FOREIGN ENTITIES – CERTIFICATE OF AUTHORITY:

Alabama Law provides that a foreign entity (out of state company/firm) as identified in Section 10A-1-7.01 Code of Alabama 1975, not otherwise exempted by Section 10A-17.02 Code of Alabama Section 1975, may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporate Division, (334) 242-52324. The Certificate of Authority does not prevent the vendor from submitting a bid.

BOYCOTT:

“Pursuant to Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with jurisdiction with which this state can enjoy open trade.”

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE:

In accordance with the Uniform Commercial Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

FREIGHT:

Bid is F.O.B. destination. Any freight charges must be included in the bid prices. Do not include freight as separate line item. The vendor must assume all responsibility for damage in transit.

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INVOICES:

Vendor understands and agrees that it has an affirmative duty to submit invoices accurately and on time. For purposes of this contract, this means that vendor shall submit all invoices by the fifth (5th) day of each month (or the next business day if the fifth falls on a weekend or State holiday) following the rendering of services or product that is required by this contract.

ALABAMA PREFERRED VENDOR:

A 'Preferred Vendor' shall be a person, firm, or corporation that is granted priority by meeting all of the following criteria as established by Section 41-16-20, Code of Alabama, 1975

Priority 1. Produces or manufactures the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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**DEPARTMENT OF MENTAL HEALTH
SPECIFICATIONS FOR LABORATORY SERVICES**

The purpose of this solicitation is to establish a contract for Laboratory Services for Bryce Hospital, Taylor Hardin Secured Medical and Mary Starke Harper Center located in Tuscaloosa, AL.

The contract shall be for three (3) years with an option to extend for a fourth and fifth year with the same pricing, terms and conditions if requested by the Department and agreed upon by the Contractor.

The Department's sole responsibility to the Contractor shall be a fee per test performed. The Department agrees to pay the Contractor in accordance with the fee schedule submitted with Contractor's bid less any discounts offered with bid. All associated costs, including but not limited to, transportation costs, tubes, vials, etc. shall be included in the test fees. All prices shall be firm for the contract period.

Any contract or order resulting from this bid may be cancelled by either party by giving sixty (60) days written notice.

SERVICES TO BE PROVIDED BY CONTRACTOR:

Listed below are the minimum requirements for services that the Department expects the Contractor to provide. These specifications are not intended to cover all aspects of a successful Laboratory Service Contract. The Department expects the operation and services of the Laboratory Contractor to be conducted in accordance with industry standards and all applicable governmental regulations whether expressed specifically herein or not.

Contractor shall perform all services under the supervision of pathologist certified by the American Board of Pathologist and perform other services in compliance with the standards of the Joint commission on accreditation of Healthcare organizations, the Alabama Department of Public Health, 45 Code of Federal Regulations 249.3 (Regulations for Mentally Retarded Persons and the related conditions) and other applicable licensure, certification, competencies, and accreditation agencies and organizations as required by each Facility.

Contractor shall accept assignment by patients covered under Medicare and Medicaid, provided verification is given at the time of service and provided the Facility has furnished all information and signatures necessary for the completion of the appropriate forms the Contractor shall accept the approved fee as payment in full.

All fees for testing shall be billed to the appropriate entity (Medicaid, Medicare, private insurance, etc.) by the Contractor.

Employee testing and any fees which are not allowed by the agency originally billed shall be billed to the Facility. All billing to the Facility shall be done at fees listed in the Contractor provided fee schedule.

Contractor shall provide all containers and other materials necessary for collecting samples and specimens for testing; to include punctur-guard needle products, sts tubes to decrease handling of blood, and to also include a centrifuge.

Contractor shall provide courier service for pick-up of specimens at Facility and transport to laboratory. Each pick-up shall be at Facility and transported to laboratory. Each pick-up shall be immediately transported to laboratory for performance of tests not held for consolidation of shipments. Monday thru Friday courier service to be provided twice daily; Saturday, Sunday and holiday courier services to be provided once each day.

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Contractor shall provide written results for all tests performed for Facilities. Written results shall be received within 24 hours. Contractor shall provide a production schedule that requires that testing be performed on Saturday, Sunday and holidays. Reports for stat tests results and panic value results shall be provided by telephone and/or communication equipment not to exceed five (5) hours. Contractor shall provide, at no additional charge, all repeat tests for specimens spilled, damaged, etc., during testing or transport. Contractor shall provide quality assurance validation data upon request.

Contractor may be required to provide telecommunications equipment installed within the Facility to facilitate reporting test results. All costs associated with equipment including supplies and maintenance are the Contractor's responsibility.

Contractor shall provide consultation and technical assistance, 24 hours per day, 7 days per week, from pathologist and PHD professional staff upon request. For those Facilities where labs exist, Contractor shall provide continuing medical education, including in-service training for laboratory training for laboratory personnel as required by the College of American Pathologist. Contractor shall provide consultation to Laboratory Personnel in efforts toward maintaining accreditation by the American College of Pathologists and JCAHO as necessary.

Contractor shall also perform services that are required that are specified to each Facility.

Additional specifications for BRYCE HOSPITAL:

Contractor shall provide autopsy services upon request of Bryce. The autopsy service shall be provided for a set fee. Pathologist shall view the body and perform the autopsy as designated by Bryce and at a time and date that is mutually agreeable to the Contractor and Facility.

Contractor shall process and diagnose all surgical specimens removed by medical or dental hospital staff performed within Bryce Hospital. A written report concerning the specimen shall be submitted to the Bryce Hospital Medical Records Department and a copy sent to the surgeon.

Pathologist shall perform laboratory procedures and test that are beyond the scope of the Bryce Hospital laboratory.

Contractor shall furnish Bryce Hospital with all containers, needles & supplies used in the collection of specimens.

The services of a pathologist shall be provided as a consultant. The consultant pathologist shall provide overall supervision of the laboratory, assist the laboratory in meeting JCAHO standards, assist in the planning of in-service for the laboratory staff, give written recommendations and/or instructions as needed and make periodic visits to the laboratory (not less than one visit per month).

In the event of equipment failure and/or other problem(s) during normal working hours that would adversely affect the ability of Bryce Laboratory to perform any task the Contractor shall serve as back-up. Test shall be picked up by a courier and performed immediately.

Additional specifications for MARY STARK HARPER GERIATRIC CENTER:

All lab reports will be transmitted via the internet print server in Health Information Management. Stat reports will be called in and faxed to the unit within 2 hours of specimen pick-up.

Contractor shall furnish Harper Center with all containers, needles & supplies used in the collection of specimens.

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Contractor shall provide autopsy service upon request for Harper Center. The autopsy services shall be provided for a set fee. Pathologist shall view the body and perform the autopsy as designated by Harper Center.

Additional specifications for TAYLOR HARDIN SECURE MEDICAL FACILITY

Forensic drug screens must be returned immediately.

Contractor shall provide a reference specimen pick up and report delivery service to Facility each day, Monday through Friday except holidays. During the business hours of 8:00 am to 5:00 pm. The Facility shall be provided adequate notice of changes in the schedule due to holidays.

Contractor shall provide written results for all laboratory test performed for Facility. Written results shall be received within 24 hours. Contractor shall provide a production schedule that requires that testing be performed on Saturday, Sundays and Holidays.

Results for stat tests shall be communicated to the Facility within 2 hours of specimen being picked up at the Facility. Contractor shall be able to perform stat testing for basic hematology, chemistry, and drug levels (including CBC, CMP, coagulation, MI profile, CK, d-dimer, ammonia, UA, lithium, valproate, phenytoin, phenobarbital, digoxin, carbamazepine, ethanol).

Critical value results (whether stat or routine) shall be communicated to the Facility by telephone and fax within 15 minutes of the verified/confirmed critical result.

An infection control report which includes cultures positive for MSRA, VRE and C.Difficile shall be communicated to the Facility daily.

Contractor shall provide emergency laboratory services 24 hours per day, seven days per week.

Contractor shall provide reference specimen pick up and report delivery service to Facility each day, Monday through Friday except holidays, during the business hours of 8:00am to 5:00pm. The facility shall be provided adequate notice of changes in the schedule due to holidays.

SPECIAL CONDITONS:

Contractor agrees to furnish within ten (10) days of receipt of award a contract liability insurance in the amount of \$1,000,000 per occurrence; professional liability in the same amount per occurrence/aggregate \$3,000,000. In addition, Contractor shall carry worker’s compensation and bonding insurance for its employees. Contractor shall provide proof of insurance to the Facility before work commences under contract.

The Laboratory Services will be provided as a consultant. It shall be expressly understood that as an independent consultant, the contractor shall be responsible for providing the necessary time to render the above services in a professional manner and for all related taxes (to include, but not limited to FICA, Federal, and State income taxes). The Department and/or State of Alabama are not responsible for any taxes or related items under this agreement.

Supplier agrees to maintain and make available all record, books, audit working papers, etc., relevant to funds received from the Department. Said records, books, etc., shall be readily available to Department or to State of Alabama Examiners of Public Accounts’ representatives upon request. Proper documentation shall be obtained/retained for at least three (3) fiscal years beyond the end of the current fiscal year if 100% state funded, and for at least five (5) years if federally funded.

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Supplier shall utilize generally accepted principles and practices in the maintenance of accounting records. Supplier shall permit Facility, State and Federal Representative to audit accounts, verify all records and data, and obtain other desired information by direct reference to books, correspondence, memoranda and other records which are pertinent.

Supplier shall provide each Facility with a monthly invoice utilizing one standard invoice. Payments for services rendered shall be made by the Department based on the Contractor's submission of correct invoices which reflect periods of service, patient name, services rendered with appropriate CTP/HCPCS codes diagnosis and amounts due by type of service. Incorrect invoices shall be returned to the Contractor.

Contractor agrees that services will be provided without regard to race, national origin, color, sex or handicap, and that all services provided shall be performed in compliance with Titles VI and VII of compliance with the regulations of the conditions of participation within the ICF/MR programs of Titles XVII and XIX of the social Security Act, as amended.

Contractor (or the employees of a contractor in the case of a corporation) will not be subject to the provisions of, nor entitled to the benefits of the State Merit System Law.

The contractor shall not subcontract any portion of the contract to any other company without prior written approval of the Department.

PROPOSALS:

Must be signed and notarized.

Must include a fee schedule and indicate the Facilities for which bidder is interested in providing Laboratory Services.

Shall include location(s) of laboratories performing services, methods of transportation, methods of reporting testing results, and location (s) of consultants.

Shall include a minimum of three (3) references.

Original and two (2) copies

E-verify MOU

Bids shall be evaluated by examining test fees on a random basis along with the other criteria outlined in the above specifications.