

**SANTA FE COUNTY  
CORRECTIONS DEPARTMENT**

**REQUEST FOR PROPOSALS**



**MEDICAL LABORATORY TESTING SERVICES**

**RFP #2013-0305-CORR/MS**

**APRIL 2013**

## TABLE OF CONTENTS

	PAGE NO.
I. ADVERTISEMENT.....	4
II. INTRODUCTIONS .....	5
A. PURPOSE OF THIS REQUEST FOR PROPOSAL.....	5
B. SCOPE OF WORK.....	5
C. SCOPE OF PROCUREMENT.....	8
D. PROCUREMENT MANAGER.....	8
E. DEFINITION OF TERMINOLOGY .....	9
III. CONDITIONS GOVERNING THE PROCUREMENT.....	11
A. SEQUENCE OF EVENTS .....	11
B. EXPLANATION OF EVENTS .....	12
1. Issue of RFP.....	12
2. Pre-Proposal Conference (If Applicable).....	12
3. Acknowledgement of Receipt Form .....	12
4. Deadline to Submit Additional Written Questions .....	12
5. Response to Written Questions .....	12
6. Submission of Proposals.....	13
7. Proposal Evaluation .....	13
8. Selection of Finalists (If Applicable).....	13
9. Best and Final Offers from Finalists (If Applicable).....	14
10. Oral Presentations by Finalists (If Applicable).....	14
11. Finalize Contract.....	14
12. Contract Award.....	14
13. Right to Protest .....	14
C. GENERAL REQUIREMENTS .....	15
1. Acceptance of Conditions Governing the Procurement.....	15
2. Incurring Cost .....	15
3. Prime Contractor Responsibility.....	15
4. Subcontractors.....	15
5. Amended Proposals.....	15
6. Offerors' Rights to Withdraw Proposal .....	15
7. Proposal Firm Offer .....	16
8. Disclosure of Proposed Contents .....	16
9. No Obligation.....	16
10. Termination.....	17
11. Sufficient Appropriation .....	17
12. Legal Review .....	17
13. Governing Law .....	17
14. Basis for Proposal .....	17
15. Acceptance of Contract Terms and Conditions .....	17
16. Contract Deviations .....	17

17. Offeror Qualifications .....18

18. Right to Waive Minor Irregularities .....18

19. Change in Contractor Representatives .....18

20. Notice .....18

21. County Rights .....18

22. Right to Publish .....18

23. Ownership of Proposals .....19

24. Electronic Mail Address Required .....19

25. Preferences in Procurement by Santa Fe County .....19

IV. RESPONSE FORMAT AND ORGANIZATION .....21

    A. NUMBER OF RESPONSES .....21

    B. NUMBER OF COPIES .....21

    C. PROPOSAL FORMAT .....21

        1. Proposal Organization .....21

        2. Letter of Transmittal .....22

V. SPECIFICATIONS .....23

    A. INFORMATION .....23

    B. MANDATORY SPECIFICATIONS .....23

VI. EVALUATION .....25

    A. EVALUATION POINT SUMMARY .....25

    B. EVALUATION PROCESS .....26

APPENDICES:

- A. Acknowledgement of Receipt Form
- B. Campaign Contribution Disclosure Form
- C. Resident Veterans Preference Certification
- D. Cost Sheet
- E. Sample Agreement

**I. ADVERTISEMENT**

**MEDICAL LABORATORY TESTING SERVICES  
RFP #2013-0305-CORR/MS**

The County of Santa Fe is requesting proposals for the purpose of procuring medical laboratory testing services for the Santa Fe County Corrections Department for incarcerated persons. All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. **All proposals must be received by 10:00 AM (MDT) on Friday, April 26, 2013 at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501.** By submitting a proposal for the requested services each Offeror is certifying that their proposal complies with regulations and requirements stated within the Request for Proposals.

**A Pre-Proposal Conference will be held on Monday, April 15, 2013 at 9:00 AM (MST) at the Santa Fe County Public Safety Building at 35 Camino Justicia, Santa Fe, New Mexico 87508 (located acrossed from the New Mexico State Penitentiary on Hwy 14).**

**EQUAL EMPLOYMENT OPPORTUNITY:** All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex or national origin, ancestry, age, physical and mental handicap, serious medical condition, disability, spousal affiliation, sexual orientation or gender identity.

Request for Proposals will be available by contacting Maria B. Sanchez, Procurement Specialist, Senior, 142 W. Palace Avenue, Santa Fe, New Mexico 87502, or by telephone at (505) 992-9864, or by email at [mbsanchez@santafecounty.org](mailto:mbsanchez@santafecounty.org) or on our website at [http://www.santafecounty.org/asd/current\\_bid\\_solicitations](http://www.santafecounty.org/asd/current_bid_solicitations)

**PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.**

Santa Fe County  
Corrections Department  
Publish April 7, 2013

## II. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Santa Fe County Corrections Department is requesting proposals for the purpose of procuring Medical Laboratory Testing Services to be provided in support of the health care of residents incarcerated at the Santa Fe County Youth Development Program (YDP), with a capacity of up to sixty (60) residents, and for the adult inmates at the Santa Fe County Adult Detention Facility (ADF), with a capacity of up to six hundred sixty (660) inmates. Santa Fe County reserves the right to increase or decrease the level of services provided under the terms of any contract awarded as a result of this RFP, because of budgetary, operational, or organizational changes.

### B. SCOPE OF WORK

The following requirements must be addressed in the Offerors' proposal:

1. Offeror's laboratory shall have the capability to perform initial and confirmatory testing for immunities and each drug or metabolite tests at Offeror's laboratory. The laboratory shall be a New Mexico licensed laboratory located within approximately an 80 miles radius of the YDP and the ADF facility or be able to provide services for difficult draws.
2. Offeror will come to the facility to draw the difficult blood draws and perform the high risk blood draws (i.e., frozen / pipetted / specially spun) with a high risk of poor lab results due to improper handling specifically the Viral load for H.I.V. and Hepatitis.
3. Offeror will offer reporting capabilities that specifically separates the number of tests and the number of (individual) patients drawn in any given time period.
4. Offeror shall perform all work with its own personnel and equipment, unless otherwise authorized by the County.
5. Initial and possibly confirmatory testing shall be conducted by the Offeror. Industry-standard test controls shall be utilized. Results shall be transmitted by the Offeror to the appropriate Health Administrator electronically, via fax, within five working days of specimen receipt or through an electronic medical record system accessible 24/7 with the ability to print laboratory results. Appropriate safeguards shall be used to ensure confidentiality of records by limiting access to authorized individuals.
6. The Offeror must abide by the Health Insurance Portability and Accountability Act (HIPPA), 45 CFR Parts 160 to 164, and all other federal and state guidelines concerning confidentiality.

7. A specimen initially tested negative need not be retained. Specimens tested positive shall be confirmed. All confirmed positive specimens shall be placed in long-term frozen storage for a period of 365 days. If at the end of this 365-day period, the Offeror has not been notified by the user facility to retain a certain specimen, the Offeror shall dispose of that specimen.
8. No increase in the scope of work under any contract awarded as a result of this solicitation will be considered or authorized without contractual amendment.
9. The Offeror shall maintain professional liability insurance for the term of the contract.
10. Offeror's Laboratory Personnel:
  - a) Offeror's laboratory personnel shall include the scientist director of the drug-testing laboratory who meets three criteria: 1) holds a M.S. or Ph.D. in pharmacology, toxicology, or analytical chemistry; 2) has at least two years of experience in analytic toxicology (i.e., the analysis of biological materials for drugs or abuse) and appropriate training and/or forensic applications of analytic toxicology (i.e., court testimony, research and publications in analytic toxicology of drugs of abuse, etc.); and 3) has documented scientific qualifications comparable to those of a person certified by the American Board of Forensic Toxicology or the American Board of Clinician Chemistry in Toxicological Chemistry. The scientist director is responsible for ensuring that there are sufficient personnel with adequate training and experience to supervise and conduct the work of the urine drug-testing laboratory. The certifying scientist must have sound medical laboratory testing training in the sciences, specific training in the theory and practice of the procedures used, including the recognition of aberrant results, and familiarity with quality control procedures.
  - b) Supervisors of analysts must possess a B.S. degree in chemistry or at least the education and experience comparable to a medical technologist certified by the American Society of Clinical Pathologists, MT (ASCP), or its equivalent. These individuals also must have training in the theory and practice of the procedures used and understanding of quality control concepts. Periodic verification of their skills must be documented. Other technicians or non-technical staff must possess the necessary training and skills for the task assigned. In-service continuing education programs to meet the needs of all laboratory personnel are desirable.
11. Quality Assurance and Quality Control. The laboratory shall have a quality assurance program, which encompasses all aspects of the testing process: specimen acquisition, chain of custody, security, and reporting of results, in addition to the screening and confirmation of analytical procedures. Quality

control procedures must be designed, implemented, and reviewed to monitor the conduct of each step of the process.

12. Judicial Proceedings. The laboratory shall provide all services and testing in such a manner that all results and reports shall be developed so as to maximize the likelihood that they will be admissible evidence in any administrative judicial proceeding. The laboratory must also have processing technicians (and collections site personnel, if under laboratory contract) available for testimony.

13. Supplies

Provide OSHA compliant types and amounts of supplies and materials necessary for the collection and preservation (such as safety-engineered devices with engineered sharps injury protections (SESIPs), needles/vacutainers, vials for blood draws, collection swabs, throat culture tubes, urine collection cups for drug testing, forms to order tests, sealing tapes, and bags), and transportation of specimens for laboratory tests as requested. Transportation and mailing materials are to include OSHA compliant containers, address labels, special labels (as appropriate) printed on the outside of the container (e.g., biohazard, fragile, do not freeze, etc.). Assure that sufficient types and quantities of supplies and materials are available at each institution to preclude delays or result in a break in provision of contracted services.

Santa Fe County agrees to work with the Offeror, as needed, to set acceptable levels of Offeror-provided supplies and materials expected to be on hand at the two County institutions. The Corrections Department will make every attempt to limit or prevent excess stockpiling and or waste.

14. Equipment

Offeror to provide two new Centrifuge machines (at no charge), one at the Youth Development Program (YDP) and one at the Adult Detention Facility (ADF). All upgrades made to equipment, hardware and re-agents for term of the contract. Maintenance on centerfuge machine agreement to include:

- a) Telephone technical support for problem solving with availability within three (3) hour response Monday – Friday 8:00 AM – 5:00 PM (MDT);
- b) If unsolvable by telephone, then on-site Technical Service available to correct the problem(s); and
- c) On-site Technical Service response within two (2) working days, Monday thru Friday 8:00 am – 5:00 pm (MDT).

15. Specimen Handling, Transporting, and Reporting Results

Provide for the handling, processing, and reporting of results for all clinical laboratory tests and procedures requested by authorized representatives from the

Santa Fe County Corrections Department. This will include, but not limited to, those tests listed in the Offeror's Net Fee Schedule.

Scheduled pick-up, handling, and shipping of specimens to the Offeror's laboratory site will be provided as part of the Offeror's proposal.

16. Certifications and Standards

Offerors must assure the medical laboratory testing services provided meets the standards of the American Correctional Association (ACA), College of American Pathology (CAP), College of American Pathologists Forensic Urine Drug Testing (CAP FUDT), and the Clinical Laboratory Improvement Act (CLIA). Offerors must be a laboratory which meets applicable provisions of the State of New Mexico licensure requirements and be certified by the Department of Health and Human Services (DHHS)/Substance Abuse and Mental Health Services Administration (SAMSHA) or the College of American Pathologists in Forensic Urine Drug Testing.

C. SCOPE OF PROCUREMENT

The County reserves the option of establishing a one (1) year contract with three (3) renewal periods for no more than a total of four (4) years. The renewal is dependent on the Contractor's performance of services. In no case will the contract, including any and all renewals thereof, exceed a total of four (4) years in duration from the date of the initial Agreement.

D. PROCUREMENT MANAGER

The County has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Maria B. Sanchez, Procurement Specialist, Senior  
Santa Fe County Purchasing Division  
142 W. Palace Avenue, Second Floor  
Santa Fe, NM 87501  
(505) 992-9864  
(505) 989-3243  
[mbsanchez@santafecounty.org](mailto:mbsanchez@santafecounty.org)

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County.

E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

“BCC” means the elected Board of County Commissioners.

“Close of Business” means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the date given.

“Contract” or “Agreement” means a written agreement for the procurement of items of tangible personal property or services.

“Contractor” means a successful Offeror who enters into a binding contract.

“County” means Santa Fe County.

“Determination” means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Evaluation Committee” means a body appointed by the County management to perform the evaluation of Offeror proposals.

“Finalist” is defined as an Offeror who meets all the mandatory qualifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Procurement Manager” means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Purchasing Division” means the Santa Fe County Purchasing Division, Administrative Services Department.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, quality, quantity or delivery requirements.

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### III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

#### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Purchasing Division	4/7/13
2.	Pre-Proposal Conference (If applicable)	Purchasing Offerors	4/15/13
3.	Acknowledgement of Receipt Form Due	Offerors	4/15/13
4.	Deadline to Submit Additional Questions	Offerors	4/15/13
5.	Response to Written Questions	Purchasing Division	4/17/13
6.	Submission of Proposal (10:00 AM (MDT))	Offerors	4/26/13
7.	Proposal Evaluation	Evaluation Committee	4/29/13 Thru 5/3/13
8.	Selection of Finalists (If applicable)	Evaluation Committee	N/A
9.	Best and Final Offers from Finalists (If applicable)	Offeror	N/A
10.	Oral Presentation by Finalists (If applicable)	Offeror	N/A
11.	Finalize Contract	County, Offeror	5/13/13
12.	Contract Award	Purchasing Division	5/28/13

Note: If the Evaluation Committee makes a selection at the Selection of Finalists, events 9-10 will not apply

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section III, Paragraph A.

1. Issue RFP

This RFP is being issued by the Santa Fe County Corrections Department and the Purchasing Division.

2. Pre-Proposal Conference (If applicable)

A Pre-Proposal Conference is scheduled for the date indicated in the "Sequence of Events" at Section III.A. Questions may be submitted at the Pre-Proposal Conference and until the date indicated in the "Sequence of Events" at Section III.A. A public log will be kept of the names of potential Offerors that attended the pre-proposal conference.

3. Acknowledgement of Receipt Form Due

A potential Offeror should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on the date indicated in the "Sequence of Events" at Section III.A.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP addenda.

4. Deadline to Submit Additional Written Questions

Potential Offerors may submit written questions regarding this RFP until the close of business on the date indicated in the "Sequence of Events" at Section III.A. All written questions must be addressed to the Procurement Manager, listed in Section II, Paragraph D and sent via facsimile or e-mail. **Any contact with any other County staff member other than the Procurement Manager named in this solicitation may be grounds for rejection of a proposal.**

5. Response to Written Questions

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the "Sequence of Events" at Section III.A, to all potential Offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers or addenda must be received by the Procurement Manager no later than one (1) day after the answers or addenda were issued.

6. Submission of Proposal

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 10:00 A.M. (MDT) ON FRIDAY, APRIL 26, 2013.** Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section II, D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's Request for Proposals #2013-0305-CORR/MS and refer to the RFP number. Proposals submitted by facsimile or other electronic means will not be accepted.

Proposals must be delivered to:

Maria B. Sanchez, Procurement Specialist, Senior  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second Floor)  
Santa Fe, New Mexico 87501

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Manager. This process will take place during the timeframe indicated in the "Sequence of Events" at III.A. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists (If applicable)

The Evaluation Committee may select and the Procurement Manager may notify the Finalist Offerors on the date indicated in the "Sequence of Events" at Section III.A. Only Finalists will be invited to participate in the subsequent steps of the procurement if the Finalist process is used.

9. Best and Final Offers from Finalists (If applicable)

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the "Sequence of Events" at Section III.A.

10. Oral Presentation by Finalists (If applicable)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, New Mexico. Each presentation will be limited to one (1) hour in duration.

11. Finalize Contract

The contract will be finalized with the most advantageous Offeror during the timeframe indicated in the "Sequence of Events" at Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

12. Contract Award

The County anticipates awarding the contract on the date in the "Sequence of Events" at Section III.A. These dates are subject to change at the discretion of the Santa Fe County Purchasing Manager.

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

13. Right to Protest

Any protest by an Offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protests must be delivered to the Santa Fe County Purchasing Division:

Santa Fe County  
Attn: Procurement Office  
P.O. Box 276  
Santa Fe, New Mexico 87504

Protests will not be accepted by facsimile or other electronic means. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC 1.4.1 and the Santa Fe County Procurement Regulations.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the terms and conditions in the Agreement template attached hereto as Appendix E.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal

request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7, NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Santa Fe County Procurement Manger shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Santa Fe County or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

Any services provided or performed by Offeror without an executed contract does so under their own risk and County is not obligated to pay for these services.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the terms and conditions and supplemental terms and conditions attached hereto as Appendix E.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

17. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA, 1978, subject to Procurement Manager's approval.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee, subject to Procurement Manager's approval.

19. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately. Any change in contractor representative must receive prior County approval.

20. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. County Rights

The County reserves the right to accept or reject any or all or any portion of an Offeror's proposal.

22. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

23. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period.

24. Electronic Mail Address Recommended

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). It is recommended that Offeror should have a valid e-mail address to receive this correspondence.

25. Preferences in Procurement by Santa Fe CountyA. *New Mexico In-state Preference.*

To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to Section 13-40-2 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid resident business certificate or valid resident contractor certificate issued by the NM Department of Taxation and Revenue.

If an Offeror or Bidder submits with its proposal or bid a copy of a valid and current in-state resident business/contractor certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score and in the event of a Bidder, the bid will be 5% lower than the bid actually submitted.

Certification by the NM Department of Taxation and Revenue for the resident business or resident contractor takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state.

**OR**

B. *New Mexico Resident Veteran Preference.*

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "**resident veteran business**". Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror or Bidder who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix C.

If an Offeror or Bidder submits with its proposal a copy of a valid and current veteran resident business certificate, 10%, 8% or 7% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score, depending on the business' annual revenue or 10%, 8% or 7% of the bid will be lower than the bid actually submitted.

**The resident business preference is not cumulative with the resident veteran business preference.**

AND

**C. *Santa Fe County Preference***

Santa Fe County Ordinance 2012-4 provides for a **County preference** for a "Santa Fe County business." Application of the County preference in procurement requires an Offeror to obtain and provide a Santa Fe County Business Certificate issued by the Santa Fe County Procurement Manager. Certification by the Procurement Manager takes into consideration the business' corporate standing in the state, business licensure or registration, the duration of the business' primary office location and the payment of taxes.

If an Offeror submits with its proposal a copy of its Santa Fe County Business Certificate issued by the Purchasing Manager, 5% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded to the Offerors score.

The in-state, veteran or County preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

Additional information about obtaining the certificate as a resident contractor and resident veteran contractor may be found at: <http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx> and information about the Santa Fe County business Certificate at [www.santafecounty.org](http://www.santafecounty.org) (Quicklink Ordinances and Resolutions).

#### IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and five (5) identical copies of their proposal to the location specified in Section II, Paragraph D on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals shall be limited to fifty (50) pages, with exception to professional licenses and certifications, which shall be added as appendices. The document shall be typewritten on standard 8 1/2 x 11 paper, with a font no smaller than 12 pt. pitch, with nominal 1" margins and normal line spacing. Proposals shall be placed within a binder with tabs delineating each section.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary (optional)
- d) Response to Specifications – Evaluation Factors
- e) Other Pertinent Documents (Appendices)
- f) Fee Proposal (In separate sealed envelope)

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed nonresponsive and rejected on that basis.

The proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) Identify the submitting organization;
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) Explicitly indicate Acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP.

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## V. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

### A. Information

#### Time Frame

The contract is scheduled to begin in or around June 1, 2013. Santa Fe County intends on awarding a contract with a term of four years and the contract shall not exceed four (4) years in duration.

### B. Mandatory Specifications

A brief explanation of each mandatory specification is listed below. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each.

1. Offeror's Experience, Qualifications, and Organizational Structure. List all accreditations and certifications the Offeror has for its facility. Describe the Offeror's experience administering the services required in this request for proposal (RFP), or similar services, including any experience in providing services for correctional institutions. Provide Offeror's key personnel and organizational structure that will support the Santa Fe County Correction Department. Provide resumes, professionals licenses, and organizational chart in appendix. Provide a minimum of three (3) references to include correctional institutions that your firm currently provides similar services.
2. Understanding of Work to Be Performed and Plan for Service. Offerors shall provide a comprehensive narrative statement that describes in detail their understanding of the work that is to be performed described in Section II – Introduction, Subparagraph B. Scope of Work. Offeror shall describe how it will address the following areas:
  - 1) Supplies and materials provided that are necessary including collection, preservation, and transportation of specimens for testing;
  - 2) Process for specimen handling, transporting, and reporting results to include providing a dedicated phone lines and equipment of other methods of electronic reporting;
  - 3) Provision of test results, both by fax and through an electronic medical record system accessible 24/7 with ability to print laboratory results;
  - 4) STAT procedures;
  - 5) Abnormal results reported; and
  - 6) Confidentiality issues.

2. Quality Assurance Plan. Offeror shall provide a Quality Assurance Plan that describes its Quality Assurance Program to include a description of the guidelines, test setup and performance specifications, receipt and handling materials, training, and continuing education.
  
4. Costs. Offeror shall complete Appendix D listing all laboratory tests the Offeror will provide under this agreement with a total amount listed. Cost should reflect the percentage of discount from the 2013 Clinical Diagnostic Laboratory for the State of New Mexico. **Provide one (1) copy of the Appendix D and place in a sealed envelope marked “COST PROPOSAL.”**

Costs will be tabulated using the total amount provided and using the following formula:

$\text{Offeror's Points} = \frac{\text{Lowest Responsive Offeror's Cost}}{\text{This Offeror's Costs}} \times \text{Maximum Points}$
--

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**VI. EVALUATION**

**A. EVALUATION POINT SUMMARY**

The Evaluation Committee will evaluate proposals as follows:

Each factor below has a maximum number of points that can be assigned to an Offeror’s proposal based on the thoroughness and responsiveness of the proposal and how the Offeror addresses each evaluation factor. The maximum number of points a proposal can receive based on the evaluation factors is 1,000 point. This does not include any preferences that may apply.

**Evaluation Factors**

1. Offeror’s Experience, Qualifications, and Organizational Structure	150
2. Understanding of Work to Be Performed and Plan for Service	250
3. Quality Assurance Plan	225
4. Costs	<u>375</u>
<b>TOTAL MAXIMUM ALLOWABLE POINTS.....</b>	<b>1000 points</b>

**Preferences**

If a proposal contains a Resident Business Certificate or Resident Veterans Business Certificate and/or Santa Fe County Business Certificate, the applicable preference will be applied.

- 1. Proposal contains a valid N.M. Resident Business Certificate ..... **50 points**

**OR**

- 2. Proposal contains a valid Resident Veteran Business Certificate ..... **70, 80 or 100 points**

**AND**

- 3. Proposal contains a valid Santa Fe County Business Certificate ..... **50 points**

**B. EVALUATION PROCESS**

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section III, B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, C.18.
4. Responsive proposals will be evaluated on the factors in Section VI that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

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**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**MEDICAL LABORATORY TESTING SERVICES  
RFP #2013-0305-CORR/MS**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix E.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **April 15, 2013**. Potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the County's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Maria B. Sanchez  
Santa Fe County Purchasing Division  
142 W. Palace Ave (2<sup>nd</sup> Floor)  
Santa Fe, NM 87501  
(505) 992-9864  
(505) 989-3243  
[mbsanchez@santafecounty.org](mailto:mbsanchez@santafecounty.org)

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

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

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature Date

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

**APPENDIX C**

**RESIDENT VETERANS PREFERENCE CERTIFICATION**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

**Please check one box only:**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be."

"I understand that knowingly giving false or misleading information on this report constitutes a crime".

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory of the Business.

The representations made in checking the boxes constitutes a material representation by the

business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**APPENDIX D**  
**COST SHEET**

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<b><u>Code</u></b>	<b><u>Description of Services</u></b>	<b><u>Discount Prices</u></b>	<b><u>CPT</u></b>
	<b>Routine venipuncture</b>		36415
	Metabolic panel ionized ca		80047
	Metabolic panel total ca		80048
	<b>Electrolyte panel</b>		80051
	<b>Comprehen metabolic panel</b>		80053
	<b>Lipid panel</b>		80061
	<b>Renal function panel</b>		80069
	<b>Acute hepatitis panel</b>		80074
	<b>Hepatic function panel</b>		80076
	<b>Drug screen, qualitate/multi</b>		80100
	<b>Drug screen, single</b>		80101
	<b>Drug confirmation</b>		80102
	Assay of amikacin		80150
	<b>Assay of amitriptyline</b>		80152
	<b>Assay of benzodiazepines</b>		80154
	<b>Assay, carbamazepine, total</b>		80156
	<b>Assay, carbamazepine, free</b>		80157
	Assay of cyclosporine		80158
	<b>Assay of desipramine</b>		80160
	<b>Assay of digoxin</b>		80162
	Assay, dipropylacetic acid		80164
	<b>Assay of doxepin</b>		80166
	Assay of gentamicin		80170
	<b>Assay of haloperidol</b>		80173
	<b>Assay of imipramine</b>		80174
	<b>Assay of lithium</b>		80178
	<b>Assay of nortriptyline</b>		80182
	<b>Assay of phenobarbital</b>		80184
	<b>Assay of phenytoin, total</b>		80185
	<b>Assay of phenytoin, free</b>		80186
	Assay of quinidine		80194
	<b>Assay of salicylate</b>		80196
	<b>Assay of theophylline</b>		80198
	<b>Assay of tobramycin</b>		80200
	<b>Assay of topiramate</b>		80201
	<b>Assay of vancomycin</b>		80202
	Quantitative assay, drug		80299
	Acth stimulation panel		80400
	Acth stimulation panel		80402
	Acth stimulation panel		80406
	Aldosterone suppression eval		80408
	Calcitonin stimul panel		80410
	CRH stimulation panel		80412

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<u>Code</u>	<u>Description of Services</u>	<u>Discount Prices</u>	<u>CPT</u>
	Estradiol response panel		80415
	Pituitary evaluation panel		80418
	Dexamethasone panel		80420
	<b>Glucagon tolerance panel</b>		80422
	<b>Glucagon tolerance panel</b>		80424
	Insulin suppression panel		80432
	Insulin tolerance panel		80434
	Insulin tolerance panel		80435
	TRH stimulation panel		80438
	TRH stimulation panel		80439
	TRH stimulation panel		80440
	Urinalysis, nonauto w/scope .		81000
	Urinalysis, auto w/scope		81001
	Urinalysis nonauto w/o scope		81002
	Urinalysis, auto, w/o scope		81003
	<b>Urinalysis</b>		81005
	Urine screen for bacteria		81007
	<b>Microscopic exam of urine</b>		81015
	Urinalysis, glass test		81020
	<b>Urine pregnancy test</b>		81025
	Urinalysis, volume measure		81050
	Assay of blood acetaldehyde		82000
	Assay of acetaminophen		82003
	Test for acetone/ketones		82009
	Acetone assay		82010
	Acetylcholinesterase assay		82013
	Assay of serum albumin		82040
	Assay of urine albumin		82042
	<b>Microalbumin, quantitative</b>		82043
	Microalbumin, semiquant		82044
	Albumin, ischemia modified		82045
	Assay of aldolase		82085
	Assay of aldosterone		82088
	Assay of urine alkaloids		82101
	Alpha-fetoprotein I3		82107
	Amines, vaginal fluid qual		82120
	Assay of ammonia		82140
	Amniotic fluid scan		82143
	Assay of amphetamines		82145
	<b>Assay of amylase</b>		82150
	Assay of androstenedione		82157
	Assay of androsterone		82160
	Assay of angiotensin II		82163

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<u>Code</u>	<u>Description of Services</u>	<u>Discount Prices</u>	<u>CPT</u>
	Angiotensin I enzyme test		82164
	Assay of apolipoprotein		82172
	Assay of arsenic		82175
	Assay of ascorbic acid		82180
	Atomic absorption		82190
	Assay of barbiturates		82205
	Assay of beta-2 protein		82232
	Occult blood, feces		82270
	Occult blood, other sources		82271
	Occult bld feces, 1-3 tests		82272
	Assay test for blood, fecal		82274
	Vitamin d, 25 hydroxy		82306
	Assay of calcitonin		82308
	Assay of calcium		82310
	Assay of calcium		82330
	Assay of calcium in urine		82340
	Calculus analysis, qual		82355
	Calculus assay, quant		82360
	Calculus spectroscopy		82365
	Carcinoembryonic antigen		82378
	Assay of carnitine		82379
	Assay of carotene		82380
	Assay of ceruloplasmin		82390
	Assay, bld/serum cholesterol		82465
	Assay, serum cholinesterase		82480
	Assay, rbc cholinesterase		82482
	Assay, chondroitin sulfate		82485
	Assay of creatine		82540
	Assay of cpk in blood		82552
	Creatine, MB fraction		82553
	Creatine, isoforms		82554
	<b>Assay of creatinine</b>		82565
	Assay of urine creatinine		82570
	<b>Creatinine clearance test</b>		82575
	Assay of cryofibrinogen		82585
	Assay of cryoglobulin		82595
	Vitamin B-12		82607
	B-12 binding capacity		82608
	Cystatin c		82610
	Test for urine cystines		82615
	Dehydroepiandrosterone		82626
	Dehydroepiandrosterone		82627
	Desoxycorticosterone		82633

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<b><u>Code</u></b>	<b><u>Description of Services</u></b>	<b><u>Discount Prices</u></b>	<b><u>CPT</u></b>
	Deoxycortisol		82634
	Assay of dibucaine number		82638
	Assay of dihydrocodeinone		82646
	Assay of dihydromorphinone		82649
	Assay of dihydrotestosterone		82651
	Vit d 1, 25-dihydroxy		82652
	Assay of dimethadione		82654
	Pancreatic elastase, fecal		82656
	Enzyme cell activity		82657
	Enzyme cell activity, ra		82658
	Electrophoretic test		82664
	Assay of epiandrosterone		82666
	Assay of erythropoietin		82668
	Assay of estradiol		82670
	Assay of estrogens		82671
	Assay of estrogen		82672
	Assay of estriol		82677
	Assay of estrone		82679
	Assay of ethchlorvynol		82690
	Assay of ethylene glycol		82693
	Assay of etiocholanolone		82696
	Fats/lipids, feces, qual		82705
	Fats/lipids, feces, quant		82710
	Assay of fecal fat		82715
	Assay of blood fatty acids		82725
	Long chain fatty acids		82726
	Assay of ferritin		82728
	Assay of fetal fibronectin		82731
	Assay of fluoride		82735
	Assay of flurazepam		82742
	Blood folic acid serum		82746
	Assay of folic acid, rbc		82747
	Assay of semen fructose		82757
	Assay of rbc galactokinase		82759
	Assay of galactose		82760
	Assay galactose transferase		82775
	Galactose transferase test		82776
	Assay, iga/igd/igg/igm each		82784
	Assay of ige		82785
	Igg 1, 2, 3 or 4, each		82787
	Hemoglobin-oxygen affinity		82820
	Assay of gastric acid		82926
	Assay of gastric acid		82928

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<u>Code</u>	<u>Description of Services</u>	<u>Discount Prices</u>	<u>CPT</u>
	Gastrin test		82938
	Assay of gastrin		82941
	Assay of glucagon		82943
	Glucose other fluid		82945
	Glucagon tolerance test		82946
	Assay, glucose, blood quant		82947
	Reagent strip/blood glucose		82948
	Glucose test		82950
	<b>Glucose tolerance test (GTT)</b>		82951
	GTT-added samples		82952
	Glucose-tolbutamide test		82953
	Assay of g6pd enzyme		82955
	Test for G6PD enzyme		82960
	Glucose blood test		82962
	Assay of glucosidase		82963
	Assay of gdh enzyme		82965
	Assay of glutamine		82975
	Assay of GGT		82977
	Assay of glutathione		82978
	Assay, rbc glutathione		82979
	Assay of glutethimide		82980
	Glycated protein		82985
	Gonadotropin (FSH)		83001
	Gonadotropin (LH)		83002
	Assay, growth hormone (hgh)		83003
	Assay of guanosine		83008
	H pylori (c-13), blood		83009
	Assay of haptoglobin, quant		83010
	Assay of haptoglobins		83012
	H pylori (c-13), breath		83013
	H pylori drug admin		83014
	Heavy metal screen		83015
	Quantitative screen, metals		83018
	Hemoglobin electrophoresis		83020
	Hemoglobin chromatography		83021
	Hemoglobin, copper sulfate		83026
	Fetal hemoglobin, chemical		83030
	Fetal hemoglobin assay, qual		83033
	<b>Glycosylated hemoglobin test</b>		83036
	Glycosylated hb, home device		83037
	Blood methemoglobin test		83045
	Blood methemoglobin assay		83050
	Assay of plasma hemoglobin		83051

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<b><u>Code</u></b>	<b><u>Description of Services</u></b>	<b><u>Discount Prices</u></b>	<b><u>CPT</u></b>
	Blood sulfhemoglobin test		83055
	Blood sulfhemoglobin assay		83060
	Assay of hemoglobin heat		83065
	Hemoglobin stability screen		83068
	Assay of urine hemoglobin		83069
	Assay of hemosiderin, qual		83070
	Assay of hemosiderin, quant		83071
	Assay of b hexosaminidase		83080
	Assay of histamine		83088
	Assay of homocystine		83090
	Assay of for hva		83150
	Assay of corticosteroids		83491
	Assay of 5-hiaa		83497
	Assay of progesterone		83498
	Assay of progesterone		83499
	Assay, free hydroxyproline		83500
	Assay, total hydroxyproline		83505
	Immunoassay, nonantibody		83516
	Immunoassay, dipstick		83518
	Ria nonantibody		83519
	Immunoassay quant nos nonab		83520
	Assay of insulin		83525
	Assay of insulin		83527
	Assay of intrinsic factor		83528
	Assay of iron		83540
	Iron binding test		83550
	Assay of idh enzyme		83570
	Assay of ketogenic steroids		83582
	Assay 17- ketosteroids		83586
	Fractionation, ketosteroids		83593
	Assay of lactic acid		83605
	Lactate (LD) (LDH) enzyme		83615
	Assay of ldh enzymes		83625
	Lactoferrin, fecal (qual)		83630
	Lactoferrin, fecal (quant)		83631
	Placental lactogen		83632
	Test urine for lactose		83633
	Assay of urine for lactose		83634
	Assay of lead		83655
	Assay of lap enzyme		83670
	Assay of lipase		83690
	Assay of lipoprotein(a)		83695
	Assay lipoprotein pla2		83698

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<b><u>Code</u></b>	<b><u>Description of Services</u></b>	<b><u>Discount Prices</u></b>	<b><u>CPT</u></b>
	Lipopro bld, electrophoretic		83700
	Lipoprotein bld, hr fraction		83701
	Lipoprotein, bld, by nmr		83704
	Assay of lipoprotein		83718
	Assay of blood lipoprotein		83719
	Assay of blood lipoprotein		83721
	Assay of lrh hormone		83727
	Assay of magnesium		83735
	Assay of md enzyme		83775
	Assay of manganese		83785
	Mass spectrometry qual		83788
	Mass spectrometry quant		83789
	Assay of meprobamate		83805
	Assay of mercury		83825
	Assay of metanephries		83835
	Assay of methadone		83840
	Assay of methemalbumin		83857
	Assay of methsuximide		83858
	Mucopolysaccharides		83864
	Mucopolysaccharides screen		83866
	Assay synovial fluid mucin		83872
	Assay of csf protein		83873
	Assay of myoglobin		83874
	Assay, myeloperoxidase		83876
	Natriuretic peptide		83880
	Assay, nephelometry not spec		83883
	Assay of nickel		83885
	Assay of nicotine		83887
	Molecule isolate		83890
	Molecule isolate nucleic		83891
	Molecular diagnostics		83892
	Molecule dot/slot/blot		83893
	Molecule gel electrophor		83894
	Molecular diagnostics		83896
	Molecule nucleic transfer		83897
	Molecule nucleic ampli, each		83898
	Molecule nucleic ampli 2 seq		83900
	Molecule nucleic ampli addon		83901
	Molecular diagnostics		83902
	Molecule mutation scan		83903
	Molecule mutation identify		83904
	Molecule mutation identify		83905
	Molecule mutation identify		83906

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<b><u>Code</u></b>	<b><u>Description of Services</u></b>	<b><u>Discount Prices</u></b>	<b><u>CPT</u></b>
	Lyse cells for nucleic ext		83907
	Nucleic acid, signal ampli		83908
	Nucleic acid, high resolute		83909
	Genetic examination		83912
	Molecular, rna stabilization		83913
	Mutation ident ola/sbce/aspe		83914
	Assay of nucleotidase		83915
	Oligoclonal bands		83916
	Organic acids, total, quant		83918
	Organic acids, qual, each		83919
	Organic acid, single, quant		83921
	Assay of opiates		83925
	Assay of blood osmolality		83930
	Assay of urine osmolality		83935
	Assay of osteocalcin		83937
	Assay of oxalate		83945
	Oncoprotein, her-2/neu		83950
	Oncoprotein, dcp		83951
	Assay of parathormone		83970
	Assay ph body fluid nos		83986
	Exhaled breath condensate		83987
	Assay for phencyclidine		83992
	Assay for calprotectin fecal		83993
	Assay of phenothiazine		84022
	Assay of blood pku		84030
	Assay of phenylketones		84035
	Assay acid phosphatase		84060
	Phosphatase, forensic exam		84061
	Assay prostate phosphatase		84066
	Assay alkaline phosphatase		84075
	Assay alkaline phosphatase		84078
	Assay alkaline phosphatases		84080
	Amniotic fluid enzyme test		84081
	Assay of rbc pg6d enzyme		84085
	Assay phosphohexose enzymes		84087
	Assay of phosphorus		84100
	Assay of urine phosphorus		84105
	Test for porphobilinogen		84106
	Assay of porphobilinogen		84110
	Test urine for porphyrins		84119
	Assay of urine porphyrins		84120
	Assay of feces porphyrins		84126
	Assay of feces porphyrins		84127

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<u>Code</u>	<u>Description of Services</u>	<u>Discount Prices</u>	<u>CPT</u>
	Assay of serum potassium		84132
	Assay of urine potassium		84133
	Assay of prealbumin		84134
	Assay of pregnanediol		84135
	Assay of pregnanetriol		84138
	Assay of pregnenolone		84140
	Assay of 17-hydroxypregнено		84143
	Assay of progesterone		84144
	Procalcitonin (pct)		84145
	Assay of prolactin		84146
	Assay of prostaglandin		84150
	Assay of psa, complexed		84152
	Assay of psa, total		84153
	Assay of psa, free		84154
	Assay of protein, serum		84155
	Assay of protein, urine		84156
	Assay of protein, other		84157
	Assay of protein, any source		84160
	Pappa, serum		84163
	Protein e-phoresis, serum		84165
	Protein e-phoresis/urine/csf		84166
	Western blot test		84181
	Protein, western blot test		84182
	Assay RBC protoporphyrin		84202
	Test RBC protoporphyrin		84203
	Assay of proinsulin		84206
	Assay of vitamin b-6		84207
	Assay of pyruvate		84210
	Assay of pyruvate kinase		84220
	Assay of quinine		84228
	Assay of estrogen		84233
	Assay of progesterone		84234
	Assay of endocrine hormone		84235
	Assay, nonendocrine receptor		84238
	Assay of renin		84244
	Assay of vitamin b-2		84252
	Assay of selenium		84255
	Assay of serotonin		84260
	Assay of sex hormone globul		84270
	Assay of sialic acid		84275
	Assay of silica		84285
	Assay of serum sodium		84295
	Assay of urine sodium		84300

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<b><u>Code</u></b>	<b><u>Description of Services</u></b>	<b><u>Discount Prices</u></b>	<b><u>CPT</u></b>
	Assay of sweat sodium		84302
	Assay of somatomedin		84305
	Assay of somatostatin		84307
	Spectrophotometry		84311
	Body fluid specific gravity		84315
	Chromatogram assay, sugars		84375
	Sugars, single, qual		84376
	Sugars, multiple, qual		84377
	Sugars, single, quant		84378
	Sugars multiple quant		84379
	Assay of urine sulfate		84392
	Assay of testosterone		84402
	Assay of total testosterone		84403
	Assay of vitamin b-1		84425
	Assay of thiocyanate		84430
	Thromboxane, urine		84431
	Assay of thyroglobulin		84432
	Assay of total thyroxine		84436
	Assay of neonatal thyroxine		84437
	Assay of free thyroxine		84439
	Assay of thyroid activity		84442
	Assay thyroid stim hormone		84443
	Assay of tsi		84445
	Assay of vitamin e		84446
	Assay of transcortin		84449
	Transferase (AST) (SGOT)		84450
	Alanine amino (ALT) (SGPT)		84460
	Assay of transferrin		84466
	Assay of triglycerides		84478
	<b>Assay of thyroid (t3 or t4)</b>		84479
	Assay, triiodothyronine (t3)		84480
	Free assay (FT-3)		84481
	T3 reverse		84482
	Assay of troponin, quant		84484
	Assay duodenal fluid trypsin		84485
	Test feces for trypsin		84488
	Assay of feces for trypsin		84490
	Assay of tyrosine		84510
	Assay of troponin, qual		84512
	Assay of urea nitrogen		84520
	Urea nitrogen semi-quant		84525
	Assay of urine/urea-n		84540
	Urea-N clearance test		84545

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<u>Code</u>	<u>Description of Services</u>	<u>Discount Prices</u>	<u>CPT</u>
	Assay of blood/uric acid		84550
	Assay of urine/uric acid		84560
	Assay of feces/urobilinogen		84577
	Test urine urobilinogen		84578
	Assay of urine urobilinogen		84580
	Assay of urine urobilinogen		84583
	Assay of urine vma		84585
	Assay of vip		84586
	Assay of vasopressin		84588
	Assay of vitamin a		84590
	Assay of nos vitamin		84591
	Assay of vitamin k		84597
	Assay of volatiles		84600
	Xylose tolerance test		84620
	Assay of zinc		84630
	Assay of c-peptide		84681
	Chorionic gonadotropin test		84702
	Chorionic gonadotropin assay		84703
	Hcg, free betachain test		84704
	Ovulation tests		84830
	Bleeding time test		85002
	Automated diff wbc count		85004
	Bl smear w/diff wbc count		85007
	Bl smear w/o diff wbc count		85008
	Manual diff wbc count b-coat		85009
	Spun microhematocrit		85013
	Hematocrit		85014
	Hemoglobin		85018
	Complete cbc w/auto diff wbc		85025
	Complete cbc, automated		85027
	Manual cell count, each		85032
	Automated rbc count		85041
	Manual reticulocyte count		85044
	Automated reticulocyte count		85045
	Reticyte/hgb concentrate		85046
	Automated leukocyte count		85048
	Automated platelet count		85049
	Reticulated platelet assay		85055
	Chromogenic substrate assay		85130
	Blood clot retraction		85170
	Blood clot lysis time		85175
	Blood clot factor II test		85210
	Blood clot factor V test		85220

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<b><u>Code</u></b>	<b><u>Description of Services</u></b>	<b><u>Discount Prices</u></b>	<b><u>CPT</u></b>
	Blood clot factor VII test		85230
	Blood clot factor VIII test		85240
	Blood clot factor VIII test		85244
	Blood clot factor VIII test		85245
	Blood clot factor VIII test		85246
	Blood clot factor VIII test		85247
	Blood clot factor IX test		85250
	Blood clot factor X test		85260
	Blood clot factor XI test		85270
	Blood clot factor XII test		85280
	Blood clot factor XIII test		85290
	Blood clot factor XIII test		85291
	Blood clot factor assay		85292
	Blood clot factor assay		85293
	Antithrombin III test		85300
	Antithrombin III test		85301
	Blood clot inhibitor antigen		85302
	Blood clot inhibitor test		85303
	Blood clot inhibitor assay		85305
	Blood clot inhibitor test		85306
	Assay activated protein c		85307
	Factor inhibitor test		85335
	Thrombomodulin		85337
	Coagulation time		85345
	Coagulation time		85347
	Coagulation time		85348
	Euglobulin lysis		85360
	Fibrin degradation products		85362
	Fibrinogen test		85366
	Fibrinogen test		85370
	Fibrin degrade, semiquant		85378
	Fibrin degradation, quant		85379
	Fibrin degradation, vte		85380
	Fibrinogen		85384
	Fibrinogen		85385
	Fibrinolysins screen		85390
	Clotting funct activity		85397
	Fibrinolytic plasmin		85400
	Fibrinolytic antiplasmin		85410
	Fibrinolytic plasminogen		85415
	Fibrinolytic plasminogen		85420
	Fibrinolytic plasminogen		85421
	Heinz bodies, direct		85441

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

**APPENDIX D  
OFFEROR'S NET FEE SCHEDULE**

<u>Code</u>	<u>Description of Services</u>	<u>Discount Prices</u>	<u>CPT</u>
	Heinz bodies, induced		85445
	Hemoglobin, fetal		85460
	Hemoglobin, fetal		85461
	Hemolysin		85475
	Heparin assay		85520
	Heparin neutralization		85525
	Heparin-protamine tolerance		85530
	Iron stain peripheral blood		85536
	Wbc alkaline phosphatase		85540
	RBC mechanical fragility		85547
	Muramidase		85549
	RBC osmotic fragility		85555
	RBC osmotic fragility		85557
	Blood platelet aggregation		85576
	Platelet neutralization		85597
	Prothrombin time		85610
	Prothrombin test		85611
	Viper venom prothrombin time		85612
	Russell viper venom, diluted		85613
	Reptilase test		85635
	Rbc sed rate, nonautomated		85651
	Rbc sed rate, automated		85652
	RBC sickle cell test		85660
	Thrombin time, plasma		85670
	Thrombin time, titer		85675
	Thromboplastin inhibition		85705
	Thromboplastin time, partial		85730
	Thromboplastin time, partial		85732
	Blood viscosity examination		85810
	Agglutinins, febrile		86000
	Allergen specific igg		86001
	Allergen specific IgE		86003
	Allergen specific IgE		86005
	WBC antibody identification		86021
	Platelet antibodies		86022
	Immunoglobulin assay		86023
	Antinuclear antibodies		86038
	Antinuclear antibodies (ANA)		86039
	Antistreptolysin o, titer		86060
	Antistreptolysin o, screen		86063
	C-reactive protein		86140
	C-reactive protein, hs		86141
	Glycoprotein antibody		86146

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<b><u>Code</u></b>	<b><u>Description of Services</u></b>	<b><u>Discount Prices</u></b>	<b><u>CPT</u></b>
	Cardiolipin antibody		86147
	Phospholipid antibody		86148
	Chemotaxis assay		86155
	Cold agglutinin, screen		86156
	Cold agglutinin, titer		86157
	Complement, antigen		86160
	Complement/function activity		86161
	Complement, total (CH50)		86162
	Complement fixation, each		86171
	Counterimmunoelectrophoresis		86185
	Ccp antibody		86200
	Deoxyribonuclease, antibody		86215
	DNA antibody		86225
	DNA antibody, single strand		86226
	Nuclear antigen antibody		86235
	Fc receptor		86243
	Fluorescent antibody, screen		86255
	Fluorescent antibody, titer		86256
	Growth hormone antibody		86277
	Hemagglutination inhibition		86280
	Immunoassay, tumor, qual		86294
	Immunoassay, tumor, ca 15-3		86300
	Immunoassay, tumor, ca 19-9		86301
	Immunoassay, tumor, ca 125		86304
	Human epididymis protein 4		86305
	Heterophile antibodies		86308
	Heterophile antibodies		86309
	Heterophile antibodies		86310
	Immunoassay, tumor other		86316
	Immunoassay,infectious agent		86317
	Immunoassay,infectious agent		86318
	Serum immunoelectrophoresis		86320
	Other immunoelectrophoresis		86325
	Immunoelectrophoresis assay		86327
	Immunodiffusion		86329
	Immunodiffusion ouchterlony		86331
	Immune complex assay		86332
	Immunofix e-phoresis, serum		86334
	Immunifix e-phorsis/urine/csf		86335
	Inhibin A		86336
	Insulin antibodies		86337
	Intrinsic factor antibody		86340
	Islet cell antibody		86341

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<u>Code</u>	<u>Description of Services</u>	<u>Discount Prices</u>	<u>CPT</u>
	Leukocyte histamine release		86343
	Leukocyte phagocytosis		86344
	Cell function assay w/stim		86352
	Lymphocyte transformation		86353
	B cells, total count		86355
	Mononuclear cell antigen		86356
	Nk cells, total count		86357
	T cells, total count		86359
	T cell, absolute count/ratio		86360
	T cell, absolute count		86361
	Stem cells, total count		86367
	Microsomal antibody		86376
	Migration inhibitory factor		86378
	Neutralization test, viral		86382
	Nitroblue tetrazolium dye		86384
	Particle agglutination test		86403
	Particle agglutination test		86406
	Rheumatoid factor test		86430
	Rheumatoid factor, quant		86431
	Tb test, cell immun measure		86480
	Streptokinase, antibody		86590
	Syphilis test non-trep qual		86592
	Syphilis test non-trep quant		86593
	Antinomyces antibody		86602
	Adenovirus antibody		86603
	Aspergillus antibody		86606
	Bacterium antibody		86609
	Bartonella antibody		86611
	Blastomyces antibody		86612
	Bordetella antibody		86615
	Lyme disease antibody		86617
	Lyme disease antibody		86618
	Borrelia antibody		86619
	Brucella antibody		86622
	Campylobacter antibody		86625
	Candida antibody		86628
	Chlamydia antibody		86631
	Chlamydia igm antibody		86632
	Coccidioides antibody		86635
	Q fever antibody		86638
	Cryptococcus antibody		86641
	CMV antibody		86644
	CMV antibody, IgM		86645

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<u>Code</u>	<u>Description of Services</u>	<u>Discount Prices</u>	<u>CPT</u>
	Diphtheria antibody		86648
	Encephalitis antibody		86651
	Encephalitis antibody		86652
	Encephalitis antibody		86653
	Encephalitis antibody		86654
	Enterovirus antibody		86658
	Epstein-barr antibody		86663
	Epstein-barr antibody		86664
	Epstein-barr antibody		86665
	Ehrlichia antibody		86666
	Francisella tularensis		86668
	Fungus antibody		86671
	Giardia lamblia antibody		86674
	Helicobacter pylori		86677
	Helminth antibody		86682
	Hemophilus influenza		86684
	Htlv-i antibody		86687
	Htlv-ii antibody		86688
	HTLV/HIV confirmatory test		86689
	Hepatitis, delta agent		86692
	Herpes simplex test		86694
	Herpes simplex test		86695
	Herpes simplex type 2		86696
	Histoplasma		86698
	HIV-1		86701
	HIV-2		86702
	HIV-1/HIV-2, single assay		86703
	Hep b core antibody, total		86704
	Hep b core antibody, igm		86705
	Hep b surface antibody		86706
	Hep be antibody		86707
	Hep a antibody, total		86708
	Hep a antibody, igm		86709
	Influenza virus antibody		86710
	Legionella antibody		86713
	Leishmania antibody		86717
	Leptospira antibody		86720
	Listeria monocytogenes ab		86723
	Lymph choriomeningitis ab		86727
	Lympho venereum antibody		86729
	Mucormycosis antibody		86732
	Mumps antibody		86735
	Mycoplasma antibody		86738

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<b><u>Code</u></b>	<b><u>Description of Services</u></b>	<b><u>Discount Prices</u></b>	<b><u>CPT</u></b>
	Neisseria meningitidis		86741
	Nocardia antibody		86744
	Parvovirus antibody		86747
	Malaria antibody		86750
	Protozoa antibody nos		86753
	Respiratory virus antibody		86756
	Rickettsia antibody		86757
	Rotavirus antibody		86759
	Rubella antibody		86762
	Rubeola antibody		86765
	Salmonella antibody		86768
	Shigella antibody		86771
	Tetanus antibody		86774
	Toxoplasma antibody		86777
	Toxoplasma antibody, igm		86778
	Treponema pallidum		86780
	Trichinella antibody		86784
	Varicella-zoster antibody		86787
	West Nile virus ab, igm		86788
	West Nile virus antibody		86789
	Virus antibody nos		86790
	Yersinia antibody		86793
	Thyroglobulin antibody		86800
	Hepatitis c ab test		86803
	Hep c ab test, confirm		86804
	Lymphocytotoxicity assay		86805
	Lymphocytotoxicity assay		86806
	Cytotoxic antibody screening		86807
	Cytotoxic antibody screening		86808
	HLA typing, A, B, or C		86812
	HLA typing, A, B, or C		86813
	HLA typing, DR/DQ		86816
	HLA typing, DR/DQ		86817
	Lymphocyte culture, mixed		86821
	Lymphocyte culture, primed		86822
	Hla x-match, non-cytotoxic		86825
	Hla x-match, non-cyt add-on		86826
	Coombs test, direct		86880
	Coombs test, indirect, qual		86885
	Coombs test, indirect, titer		86886
	Blood typing, ABO		86900
	Blood typing, Rh (D)		86901
	Blood typing, antigen screen		86903

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<u>Code</u>	<u>Description of Services</u>	<u>Discount Prices</u>	<u>CPT</u>
	Blood typing, patient serum		86904
	Blood typing, RBC antigens		86905
	Blood typing, Rh phenotype		86906
	Hemolysins/agglutinins, auto		86940
	Hemolysins/agglutinins		86941
	Small animal inoculation		87001
	Small animal inoculation		87003
	Specimen concentration		87015
	Blood culture for bacteria		87040
	Feces culture, bacteria		87045
	Stool cultr, bacteria, each		87046
	Culture, bacteria, other		87070
	Culture bacteri aerobic othr		87071
	Culture bacteria anaerobic		87073
	<b>Cultr bacteria, except blood</b>		87075
	Culture anaerobe ident, each		87076
	Culture aerobic identify		87077
	Culture screen only		87081
	Culture of specimen by kit		87084
	Urine culture/colony count		87086
	Urine bacteria culture		87088
	Skin fungi culture		87101
	Fungus isolation culture		87102
	Blood fungus culture		87103
	Fungi identification, yeast		87106
	Fungi identification, mold		87107
	Mycoplasma		87109
	Chlamydia culture		87110
	Mycobacteria culture		87116
	Mycobacteric identification		87118
	Culture type immunofluoresc		87140
	Culture typing, glc/hplc		87143
	Culture type, immunologic		87147
	Dna/rna direct probe		87149
	Dna/rna, amplified probe		87150
	Culture type pulse field gel		87152
	Dna/rna sequencing		87153
	Culture typing, added method		87158
	Dark field examination		87164
	Dark field examination		87166
	Macroscopic exam arthropod		87168
	Macroscopic exam parasite		87169
	Pinworm exam		87172

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<b><u>Code</u></b>	<b><u>Description of Services</u></b>	<b><u>Discount Prices</u></b>	<b><u>CPT</u></b>
	Tissue homogenization, cultr		87176
	Ova and parasites smears		87177
	Microbe susceptible, diffuse		87181
	Microbe susceptible, disk		87184
	Microbe susceptible, enzyme		87185
	Microbe susceptible, mic		87186
	Microbe susceptible, mlc		87187
	Microbe suscept, macrobroth		87188
	Microbe suscept, mycobacteri		87190
	Bactericidal level, serum		87197
	Smear, gram stain		87205
	Smear, fluorescent/acid stai		87206
	Smear, special stain		87207
	Smear, complex stain		87209
	Smear, wet mount, saline/ink		87210
	Tissue exam for fungi		87220
	Assay, toxin or antitoxin		87230
	Virus inoculate, eggs/animal		87250
	Virus inoculation, tissue		87252
	Virus inoculate tissue, addl		87253
	Virus inoculation, shell via		87254
	Genet virus isolate, hsv		87255
	Adenovirus ag, if		87260
	Pertussis ag, if		87265
	Enterovirus antibody, dfa		87267
	Giardia ag, if		87269
	Chlamydia trachomatis ag, if		87270
	Cytomegalovirus dfa		87271
	Cryptosporidium ag, if		87272
	Herpes simplex 2, ag, if		87273
	Herpes simplex 1, ag, if		87274
	Influenza b, ag, if		87275
	Influenza a, ag, if		87276
	Legionella micdadei, ag, if		87277
	Legion pneumophilia ag, if		87278
	Parainfluenza, ag, if		87279
	Respiratory syncytial ag, if		87280
	Pneumocystis carinii, ag, if		87281
	Rubeola, ag, if		87283
	Treponema pallidum, ag, if		87285
	Varicella zoster, ag, if		87290
	Antibody detection, nos, if		87299
	Ag detection, polyval, if		87300

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<u>Code</u>	<u>Description of Services</u>	<u>Discount Prices</u>	<u>CPT</u>
	Adenovirus ag, eia		87301
	Aspergillus ag, eia		87305
	Chylmd trach ag, eia		87320
	Clostridium ag, eia		87324
	Cryptococcus neoform ag, eia		87327
	Cryptosporidium ag, eia		87328
	Giardia ag, eia		87329
	Cytomegalovirus ag, eia		87332
	E coli 0157 ag, eia		87335
	Entamoeb hist dispr, ag, eia		87336
	Entamoeb hist group, ag, eia		87337
	Hpylori, stool, eia		87338
	H pylori ag, eia		87339
	Hepatitis b surface ag, eia		87340
	Hepatitis b surface, ag, eia		87341
	Hepatitis be ag, eia		87350
	Hepatitis delta ag, eia		87380
	Histoplasma capsul ag, eia		87385
	Hiv-1 ag, eia		87390
	Hiv-2 ag, eia		87391
	Influenza a/b, ag, eia		87400
	Resp syncytial ag, eia		87420
	Rotavirus ag, eia		87425
	Shiga-like toxin ag, eia		87427
	Strep a ag, eia		87430
	Ag detect nos, eia, mult		87449
	Ag detect nos, eia, single		87450
	Ag detect polyval, eia, mult		87451
	Bartonella, dna, dir probe		87470
	Bartonella, dna, amp probe		87471
	Bartonella, dna, quant		87472
	Lyme dis, dna, dir probe		87475
	Lyme dis, dna, amp probe		87476
	Lyme dis, dna, quant		87477
	Candida, dna, dir probe		87480
	Candida, dna, amp probe		87481
	Candida, dna, quant		87482
	Chylmd pneum, dna, dir probe		87485
	Chylmd pneum, dna, amp probe		87486
	Chylmd pneum, dna, quant		87487
	Chylmd trach, dna, dir probe		87490
	Chylmd trach, dna, amp probe		87491
	Chylmd trach, dna, quant		87492

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<u>Code</u>	<u>Description of Services</u>	<u>Discount Prices</u>	<u>CPT</u>
	C diff amplified probe		87493
	Cytomeg, dna, dir probe		87495
	Cytomeg, dna, amp probe		87496
	Cytomeg, dna, quant		87497
	Enterovirus, dna, amp probe		87498
	Vanomycin, dna, amp probe		87500
	Gardner vag, dna, dir probe		87510
	Gardner vag, dna, amp probe		87511
	Gardner vag, dna, quant		87512
	Hepatitis b, dna, dir probe		87515
	Hepatitis b, dna, amp probe		87516
	Hepatitis b, dna, quant		87517
	Hepatitis c, rna, dir probe		87520
	Hepatitis c, rna, amp probe		87521
	Hepatitis c, rna, quant		87522
	Hepatitis g, dna, dir probe		87525
	Hepatitis g, dna, amp probe		87526
	Hepatitis g, dna, quant		87527
	Hsv, dna, dir probe		87528
	Hsv, dna, amp probe		87529
	Hsv, dna, quant		87530
	Hhv-6, dna, dir probe		87531
	Hhv-6, dna, amp probe		87532
	Hhv-6, dna, quant		87533
	Hiv-1, dna, dir probe		87534
	Hiv-1, dna, amp probe		87535
	Hiv-1, dna, quant		87536
	Hiv-2, dna, dir probe		87537
	Hiv-2, dna, amp probe		87538
	Hiv-2, dna, quant		87539
	Legion pneumo, dna, dir prob		87540
	Legion pneumo, dna, amp prob		87541
	Legion pneumo, dna, quant		87542
	Mycobacteria, dna, dir probe		87550
	Mycobacteria, dna, amp probe		87551
	Mycobacteria, dna, quant		87552
	M.tuberculo, dna, dir probe		87555
	M.tuberculo, dna, amp probe		87556
	M.tuberculo, dna, quant		87557
	M.avium-intra, dna, dir prob		87560
	M.avium-intra, dna, amp prob		87561
	M.avium-intra, dna, quant		87562
	M.pneumon, dna, dir probe		87580

Medical Laboratory Services  
RFP #2013-0305-CORR/MS

APPENDIX D			
OFFEROR'S NET FEE SCHEDULE			
<u>Code</u>	<u>Description of Services</u>	<u>Discount Prices</u>	<u>CPT</u>
	M.pneumon, dna, amp probe		87581
	M.pneumon, dna, quant		87582
	N.gonorrhoeae, dna, dir prob		87590
	N.gonorrhoeae, dna, amp prob		87591
	N.gonorrhoeae, dna, quant		87592
	Hpv, dna, dir probe		87620
	Hpv, dna, amp probe		87621
	Hpv, dna, quant		87622
	Staph a, dna, amp probe		87640
	Mr-staph, dna, amp probe		87641
	Strep a, dna, dir probe		87650
	Strep a, dna, amp probe		87651
	Strep a, dna, quant		87652
	Strep b, dna, amp probe		87653
	Trichomonas vagin, dir probe		87660
	Detect agent nos, dna, dir		87797
	Detect agent nos, dna, amp		87798
	Detect agent nos, dna, quant		87799
	Detect agnt mult, dna, direc		87800
	Detect agnt mult, dna, ampli		87801
	Strep b assay w/optic		87802
	Clostridium toxin a w/optic		87803
	Influenza assay w/optic		87804
	Rsv assay w/optic		87807
	Trichomonas assay w/optic		87808
	Adenovirus assay w/optic		87809
	Chylmd trach assay w/optic		87810
	N. gonorrhoeae assay w/optic		87850
	Strep a assay w/optic		87880
	Agent nos assay w/optic		87899
	Phenotype, infect agent drug		87900
	<b>Genotype, dna, hiv reverse t</b>		87901
	Genotype, dna, hepatitis C		87902
	Phenotype, dna hiv w/culture		87903
	Phenotype, dna hiv w/clt add		87904
	Sialidase enzyme assay		87905
	Sex chromatin identification		88130
	Sex chromatin identification		88140
	Cytopath, c/v, thin layer		88142
	Cytopath c/v thin layer redo		88143
	Cytopath, c/v, automated		88147
	Cytopath, c/v, auto rescreen		88148
	Cytopath, c/v, manual		88150

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<b><u>Code</u></b>	<b><u>Description of Services</u></b>	<b><u>Discount Prices</u></b>	<b><u>CPT</u></b>
	Cytopath, c/v, auto redo		88152
	Cytopath, c/v, redo		88153
	Cytopath, c/v, select		88154
	Cytopath, c/v, index add-on		88155
	Cytopath tbs, c/v, manual		88164
	Cytopath tbs, c/v, redo		88165
	Cytopath tbs, c/v, auto redo		88166
	Cytopath tbs, c/v, select		88167
	Cytopath, c/v auto, in fluid		88174
	Cytopath c/v auto fluid redo		88175
	Tissue culture, lymphocyte		88230
	Tissue culture, skin/biopsy		88233
	Tissue culture, placenta		88235
	Tissue culture, bone marrow		88237
	Tissue culture, tumor		88239
	Cell cryopreserve/storage		88240
	Frozen cell preparation		88241
	Chromosome analysis, 20-25		88245
	Chromosome analysis, 50-100		88248
	Chromosome analysis, 100		88249
	Chromosome analysis, 5		88261
	Chromosome analysis, 15-20		88262
	Chromosome analysis, 45		88263
	Chromosome analysis, 20-25		88264
	Chromosome analys, placenta		88267
	Chromosome analys, amniotic		88269
	Cytogenetics, dna probe		88271
	Cytogenetics, 3-5		88272
	Cytogenetics, 10-30		88273
	Cytogenetics, 25-99		88274
	Cytogenetics, 100-300		88275
	Chromosome karyotype study		88280
	Chromosome banding study		88283
	Chromosome count, additional		88285
	Chromosome study, additional		88289
	Protein, western blot tissue		88371
	Protein analysis w/probe		88372
	Bilirubin total transcut		88720
	Hgb quant transcutaneous		88738
	Transcutaneous carboxyhb		88740
	Transcutaneous methb		88741
	Body fluid cell count		89050
	Body fluid cell count		89051

**Medical Laboratory Services  
RFP #2013-0305-CORR/MS**

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<u>Code</u>	<u>Description of Services</u>	<u>Discount Prices</u>	<u>CPT</u>
	Leukocyte assessment, fecal		89055
	Specimen fat stain		89125
	Exam feces for meat fibers		89160
	Nasal smear for eosinophils		89190
	Starch granules, feces		89225
	Water load test		89235
	Semen analysis w/huhner		89300
	Semen analysis w/count		89310
	Semen anal vol/count/mot		89320
	Semen anal, sperm detection		89321
	Semen anal, strict criteria		89322
	Sperm antibody test		89325
	Sperm evaluation test		89329
	Evaluation, cervical mucus		89330
	Retrograde ejaculation anal		89331
	Auto.Test Pane Pricing Code, 1-2 Tests		ATP02
	Auto.Test Pane Pricing Code, 3 Tests		ATP03
	Auto.Test Pane Pricing Code, 4 Tests		ATP04
	Auto.Test Pane Pricing Code, 5 Tests		ATP05
	Auto.Test Pane Pricing Code, 6 Tests		ATP06
	Auto.Test Pane Pricing Code, 7 Tests		ATP07
	Auto.Test Pane Pricing Code, 8 Tests		ATP08
	Auto.Test Pane Pricing Code, 9 Tests		ATP09
	Auto.Test Pane Pricing Code, 10 Tests		ATP10
	Auto.Test Pane Pricing Code, 11 Tests		ATP11
	Auto.Test Pane Pricing Code, 12 Tests		ATP12
	Auto Test Panel Pricing Code 13-16 Test		ATP16
	Auto Test Panel Pricing Code, 17-18 Test		ATP18
	Auto Test Panel Pricing Code, 19 Tests		ATP19
	Auto Test Panel Pricing Code, 20 Tests		ATP20
	Auto Test Panel Pricing Code, 21 Tests		ATP21
	Auto.Test Panel Pricing Code, 22+ Tests		ATP22
	Semen analysis		G0027
	PSA screening		G0103
	Screen cerv/vag thin layer		G0123
	Scr c/v cyto,thinlayer,rescr		G0143
	Scr c/v cyto,thinlayer,rescr		G0144
	Scr c/v cyto,thinlayer,rescr		G0145
	Scr c/v cyto, automated sys		G0147
	Scr c/v cyto, autosys, rescr		G0148
	CBC/diffwbc w/o platelet		G0306
	CBC without platelet		G0307

Medical Laboratory Services  
RFP #2013-0305-CORR/MS

<b>APPENDIX D</b>			
<b>OFFEROR'S NET FEE SCHEDULE</b>			
<u>Code</u>	<u>Description of Services</u>	<u>Discount Prices</u>	<u>CPT</u>
	Fecal blood scrn immunoassay		G0328
	Drug screen multi class		G0430
	Drug screen single class		G0431
	Blood mucoprotein		P2038
	Screen pap by tech w md supv		P3000
	Catheterize for urine spec		P9612
	Urine specimen collect mult		P9615
	Wet mounts/ w preparations		Q0111
	Potassium hydroxide preps		Q0112
	Pinworm examinations		Q0113
	Fern test		Q0114

**APPENDIX E**

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT WITH  
\_\_\_\_\_  
TO PROVIDE MEDIAL LABORATORY TESTING SERVICES**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **Santa Fe County**, hereinafter referred to as "County", a political subdivision of the State of New Mexico and \_\_\_\_\_, a \_\_\_\_\_ corporation with a principal address located at \_\_\_\_\_, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, Santa Fe County Corrections Department requires the services of medical laboratory testing to be provided in support of the health care of residents incarcerated at Santa Fe County Youth Development Program (YDP) with a maximum occupancy capacity of sixty (60) residents and for adult inmates at the Santa Fe County Adult Detention Facility (ADF) with a maximum occupancy capacity of six hundred-sixty (660) inmates;

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive sealed proposals were solicited via a formal request for proposals under RFP No. 2013-0305-CORR/MS;

**WHEREAS**, based upon the evaluation criteria established within the request for proposals for the purpose of determining the most qualified Offeror, the County has determined that the Contractor is the most responsive and highest rated Offeror;

**WHEREAS**, the County desires to engage the Contractor to render medical laboratory testing services as described in the RFP and the Contractor is willing to render such services;

**WHEREAS**, the County requires these services and the Contractor is qualified and willing to provide these services and both parties wish to enter into this Agreement; and,

**NOW WHEREAS**, in consideration of the premises and mutual obligation herein, the parties do mutually agree as follows:

**AGREEMENT**

**1. SCOPE OF WORK**

The Contractor shall provide medical laboratory services to include, but not limited to, the following:

- A. The Contractor's laboratory shall have the capability to perform initial and confirmatory testing for immunities and each drug or metabolite tests at Contractor's laboratory. The laboratory shall be a New Mexico licensed laboratory located within approximately an eighty (80) mile radius of the YDP and the ADF facility or be able to provide services for difficult draws.

- B. Contractor will come to the facility to draw the difficult blood draws and perform the high risk blood draws (i.e., frozen /pipetted /specially spun) with a high risk of poor lab results due to improper handling specifically the viral load for H.I.V. and Hepatitis.
- C. Contractor will offer reporting capabilities that specifically separates the number of tests and the number of (individual) patients drawn in any given time period.
- D. Contractor shall perform all work with its own personnel and equipment, unless otherwise authorized by the County, pursuant to Section 7. “**ASSIGNMENT**” and Section 8. “**SUBCONTRACTING**”, any such authorizations must be requested and approved in writing.
- E. Initial and possibly confirmatory testing shall be conducted by the Contractor. Industry-standard test controls shall be utilized. Results shall be transmitted by the Contractor to the appropriate Health Administrator electronically, via fax, within five working days of specimen receipt or through an electronic medical record system accessible 24/7 with the ability to print laboratory results. Appropriate safeguards shall be used to ensure confidentiality of records by limiting access to authorized individuals.
- F. The Contractor must abide by the Health Insurance Portability and Accountability Act (HIPPA), 45 CFR Parts 160 to 164, and all other federal and state guidelines concerning confidentiality.
- G. A specimen initially tested negative need not be retained. Specimens tested positive shall be confirmed. All confirmed positive specimens shall be placed in long-term frozen storage for a period of 365 days. If at the end of this 365-day period, the Contractor has not been notified by the user facility to retain a certain specimen, the Contractor shall dispose of the specimen.
- H. No increase in the scope of work under any contract awarded as a result of this solicitation will be considered or authorized without contractual amendment.
- I. The Offeror shall maintain professional liability insurance for the term of the contract.
- J. Contractor’s Laboratory Personnel:
  - 1) Contractor’s laboratory personnel shall include the scientist director of the drug-testing laboratory who meets three criteria: (i) holds a M.S. or Ph.D. in pharmacology, toxicology, or analytical chemistry: (ii) has at least two years experience in analytic toxicology (i.e., the analysis of biological materials for drugs or abuse) and appropriate training and/or forensic applications of analytic toxicology (i.e., court testimony, research and publications in analytic toxicology of drugs of abuse, etc.) and, iii) has documented scientific qualifications comparable to those of a person certified by the American Board

of Forensic Toxicology or the American Board of Clinician Chemistry in Toxicological Chemistry. The scientist director is responsible for ensuring that there are sufficient personnel with adequate training and experience to supervise and conduct the work of the urine drug-testing laboratory. The certifying scientist must have sound medical laboratory testing training in the sciences, specific training in the theory and practice of the procedures used, including the recognition of aberrant results, and familiarity with quality control procedures.

- 2) Supervisors of analysts must possess a B.S. degree in chemistry or at least the education and experience comparable to a medical technologist certified by the American Society of Clinical Pathologists, MT (ASCP), or its equivalent. These individuals also must have training in the theory and practice of the procedures used and understanding of quality control concepts. Periodic verification of their skills must be documented. Other technicians or non-technical staff must possess the necessary training and skills for the task assigned. In-service continuing education programs to meet the needs of all laboratory personnel are desirable.
- K. Quality Assurance and Quality control. The laboratory shall have a quality assurance program, which encompasses all aspects of the testing process: specimen acquisition, chain of custody, security and reporting of results, in addition to the screening and confirmation of analytical procedures. Quality control procedures must be designed, implemented, and reviewed to monitor the conduct of each step of the process.
- L. Judicial Proceedings. The laboratory shall provide all services and testing in such a manner that all results and reports shall be developed so as to maximize the likelihood that they will be admissible evidence in any administrative judicial proceeding. The laboratory must also have processing technicians (and collections site personnel, if under laboratory contract) available for testimony.
- M. Supplies
- 1) Provide OSHA compliant types and amounts of supplies and materials necessary for the collection and preservation (such as safety-engineered devices with engineered sharps injury protections (SESIPs), needles/vacutainers, vials for blood draws, collection swabs, throat culture tubes, urine collection cups for drug testing, forms to order tests, sealing tapes, and bags), and transportation of specimens for laboratory tests as requested. Transportation and mailing materials are to include OSHA compliant containers, address labels, special labels (as appropriate) printed on the outside of the container (e.g., biohazard, fragile, do not freeze, etc.). Assure that sufficient types and qualities of supplies and materials are available at each institution to preclude delays or result in a break in provision of contracted services.
  - 2) Santa Fe County agrees to work with the contractor, as needed, to set acceptable levels of Contractor-provided supplies and materials expected to be on hand at the two County institutions. The Corrections Department will make every attempt to limit or prevent excess stockpiling and or waste.

N. Equipment

Contractor to provide two new Centrifuge machines (at no charge), one at the Youth Development Program (YDP) and one at the Adult Detention Facility (ADF). Contractor will provide all upgrades to equipment and maintain hardware, and reagents for the term of the contract. Maintenance on centrifuge machine agreement to include:

- 1) Telephone technical support for problem solving with availability within three (3) hour response Monday – Friday 8:00 AM – 5:00 PM (MDT):
- 2) If unsolvable by telephone, then on-site Technical Service available to correct the problem(s): and
- 3) On-site Technical Service response within two (2) working days, Monday – Friday 8:00 AM – 5 PM (MDT).

O. Specimen Handling, Transporting, and Reporting Results.

- 1) Provide for the handling, processing, and reporting of results for all clinical laboratory tests and procedures requested by authorized representatives from the Santa Fe county Corrections Department. This will include, but not limited to, those tests listed in the Contractor's Net Fee Schedules.
- 2) Scheduled pick-up, handling, and shipping of specimens to the Contractor's laboratory site will be provided as part of the contractor's proposal.

P. Certifications and Standards

Contractors must assure the medical laboratory testing services provided meets the standards of the American Correctional Association (ACA), college of American Pathology (CAP), college of American Pathologists Forensic Urine Drug Testing (CAP FUDT), and the Clinical Laboratory Improvement Act (CLIA). Contractors must be a which meets applicable provisions of the State of New Mexico licensure requirements and be certified by the Department of Health and Human Services (DHHS)/Substance Abuse and Mental health Services Administration (SAMSHA) or College of American Pathologists in Forensic Urine Drug Testing.

**2. COMPENSATION, INVOICING, AND SET-OFF**

A. In consideration of its obligations under this Agreement, County shall pay Contractor as follows:

- 1) The total amount payable to the Contractor under this Agreement shall not exceed \_\_\_\_\_, (inclusive/exclusive) of New Mexico gross receipts tax. Any gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.

- 2) The Compensation state herein is based on the Contractor's fees provided as Attachment A.
  - 3) This amount is a maximum and not a guarantee that the work and services assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The Contractor shall notify the County when the services provided under this Agreement reach the total compensation amount.
- B. Contractor shall submit a written request for payment to County whenever payment is due under this Agreement. Within fifteen (15) days of County's receipt of the written request, County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. Contractor acknowledges and agrees that County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, County shall tender payment for the accepted items or services. In the event County fails to render payment within thirty (30) days of the written certification accepting the items or services, County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.
- C. In the event Contractor breaches this Agreement, County may, without penalty, withhold any payments due Contractor for the purpose of set-off until such time as County determines the exact amount of damages it suffered as a result of the breach.
- D. Payment under this Agreement shall not foreclose the right of County to recover excessive or illegal payment.

### **3. EFFECTIVE DATE AND TERM**

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one year later unless earlier terminated pursuant to Section 4. "TERMINATION" and 5. "APPROPRIATIONS AND AUTHORIZATIONS" of this Agreement. The County reserves the option of establishing a one (1) year contract with three (3) year renewal periods for no more than a total of four (4) years. The renewal is dependent on the Contractor's performance of services. In no case will the contract, including any and all renewals thereof, exceed a total of four (4) years in duration from the date of the initial Agreement. The County will exercise this option by submitting a written notice to the Contractor in no less than sixty (60) days prior to the expiration of the initial term of this Agreement.

### **4. TERMINATION**

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-

breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If however, the breach cannot with due diligence be cured with thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

- B. Termination for Convenience of County. County may, in its discretion terminate this Agreement at any time for any reason by giving Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from Contractor's receipt of the notice. County shall pay Contractor for acceptable work, determined in accordance with the requirements set forth in this Agreement, performed before the effective date of the termination but shall not be liable for any work performed after the effective date of termination.

**5. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of County and/or, if state funds are involved, the Legislature of the State of New Mexico if sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by County to Contractor.

Such termination shall be without penalty to county, and County shall have no duty to reimburse Contractor for expenditures made in the performance of this Agreement. County is expressly not committed to expenditures of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by Contractor in any way or forum, including a lawsuit.

**6. INDEPENDENT CONTRACTOR**

Contractor and its agents and employees are independent contractors and are not employees or agents of County. Accordingly, Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of County. Except as may be expressly authorized elsewhere in this Agreement, Contractor has no authority to bind, represent, or otherwise act on behalf of County and agrees not to purport to do so.

**7. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without County's advance written approval shall be null and void and without any legal effect.

**8. SUBCONTRACTING**

Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of County. Any attempted subcontracting or delegating without County's advance written approval shall be null and void and without any legal effect.

**9. PERSONNEL**

- A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- B. Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

**10. RELEASE**

Upon its receipt of all payments due under this Agreement, Contractor releases County, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.]

**11. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior approval from the County.

**12. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHTS**

- A. County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.
- B. Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the

extent that any such material is copyrightable in the United States or in any other county, County shall own any such copyright.

**13. CONFLICT OF INTEREST**

Contractor represents that it has no and shall not require any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

**14. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. Contractor specifically acknowledges and agrees that County shall not be responsible for any changes to Section 1. “**SCOPE OF WORK**”, of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

**15. ENTIRE AGREEMENT; INTEGRATION**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**16. NOTICE OF PENALTIES**

The Procurement Code, Section 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes felony penalties for bribes, gratuities, and kickbacks.

**17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

- A. Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Contractor specifically agrees not to discriminate against any person with regard to employment with Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

**18. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

- A. In performing its obligations hereunder, Contractor shall comply with all applicable laws, ordinances, and regulations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules.

**19. RECORDS AND INSPECTIONS**

- A. To the extent their books and records relate to (i) their performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, Contractor agrees to (i) maintain such books and records during the term of this Agreement for a period of six (6) years from the date of final payment under this Agreement; (ii) allow County or or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (“GAAP”).
- B. To the extent their books and records relate to (i) their performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow county or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in with GAAP.

**20. INDEMNIFICATION**

- A. Contractor shall defend, indemnify, and hold harmless County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys’ fees) resulting from or directly or indirectly arising out of Contractor’s performance or non-performance of its obligations under this Agreement, including but not limited to Contractor’s breach of any representation or warranty made herein.
- B. County shall have the right to approve any counsel retained by Contractor to defend any demand, suit, or cause of action in which County is named, such approval not to be unreasonably withheld. Contractor agrees (i) that County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and (ii) that such suit will not be settled without County’s consent, such consent not to be unreasonably withheld. If in County’s judgment, a conflict exists between the interests of County and Contractor

such demand, suit, or cause of action, County may retain its own counsel, whose fees shall be paid by Contractor.

- C. Contractor's obligations under this section shall not be limited by the provisions of any insurance policy Contractor is required to maintain under this Agreement.

**21. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

**22. NOTICES**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County:                Santa Fe County  
   Office of the County Attorney  
   102 Grant Avenue  
   Santa Fe, New Mexico 87501

To the Contractor:

**23. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

- A. It is corporation duly organized and in good standing under the laws of the State of \_\_\_\_\_.
- B. This Agreement has been duly authorized by Contractor, the person executing this Agreement has authority to do so, and once executed by Contractor, this Agreement shall constitute a binding obligation of Contractor.
- C. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's articles of incorporation or by-laws or any corporate resolution adopted by Contractor.

**24. NO THIRD-PARTY BENEFICIARIES**

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

**25. INSURANCE**

- A. General Conditions. Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico

- B. General Liability Insurance, Including Automobile. Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than \$1,000,000 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work; and contractual liability coverage under which this Agreement is an insured contract. County of Santa Fe shall be named additional insured on the policy.
- C. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' compensation Act.
- D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Contractor shall increase the maximum limits of any insurance required herein.
- E. Malpractice/Errors and Omissions Insurance. Contractor shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,500,000.00 per occurrence, \$2,500,000.00 per aggregate.

**26. PERMITS, FEES, AND LICENSES**

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

**27. FACSIMILE SIGNATURES**

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

**28. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees: at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

**29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Contractor agrees to compute and submit simultaneous and execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

