

State of Illinois Public Institutions of Higher Education

Request for Proposal

Medical Courier Services
Bulletin Reference #: MEC214

Due Date: April 11, 2017 at 2:00pm CST

Pre-Submission Conference

Location: University of Illinois at Chicago
Office of Business and Financial Services (OBFS) Purchasing Division
809 South Marshfield Avenue, 3rd floor
Chicago, IL 60612-7203

Vendor Submitting Offer:

The Board of Trustees of the University of Illinois, on behalf of the University of Illinois Hospital & Health Sciences System requests proposals from responsible vendors to meet its needs. A brief description is set forth below, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, the University appreciates and welcomes a response.

Brief Description:

The Board of Trustees of the University of Illinois on behalf of the University of Illinois Hospital & Health Sciences System (UIHHSS) or (UI Health) Reference Laboratory, invites proposals for the purchase of Medical Courier Services. Any award resulting from this contract will have an initial term of three years from the date of execution of this contract through June 30, 2020, with the option to renew for one (1) additional (2) year period.

The UIHHSS Reference Laboratory is seeking a courier service to provide specimen pick up at over 520 health facilities in the State of Illinois and surrounding areas. Laboratory specimens will be picked up at current locations (see Attachment A, Master Transportation Schedule) as well new locations when needed, stored appropriately (ie. coolers with dry ice) and brought back to the Reference Laboratory for processing. Reports and supplies must also be transported between the clients and the Reference Laboratory.

Please read the entire solicitation package and submit your response in accordance with the instructions.

All forms and signature areas contained in the solicitation package must be completed in full and submitted as part of your response. To provide uniformity, all information submitted must clearly refer to the page number, section or other identifying reference in this solicitation. All information submitted must be noted in the same sequence as its appearance in the solicitation document.

If a subcontractor or supplier is needed to fulfill contract requirements, please consider using a small or disadvantaged business. The State's policy is to promote small businesses, including those owned by Veterans, businesses owned and controlled by minorities, females, and persons with disabilities, and sheltered workshops for the severely disabled. We encourage the use of these companies on State contracts and in your commercial activities. Please visit http://www.illinois.gov/cpo/HigherEd/Pages/Preferences.aspx for more information regarding these programs.

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

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1. Instructions for Submitting Responses

- **1.1 Responding to the Solicitation**: Follow these instructions carefully. Provide your response to each item requested. If the information requested does not apply to the Vendor's situation, then enter "N/A". **Failure to provide the requested information may result in disqualification**.
- Published Procurement Information: The University publishes procurement information, including updates and award information, on The Illinois Procurement Bulletin / Public Institutions of Higher Education ("Bulletin") (https://www.procure.stateuniv.state.il.us). Official solicitation documents are found or referenced on this website. Procurement information may not be available in any other form or location. Vendor is responsible for monitoring the Bulletin. The University will not be held responsible if Vendor fails to receive the optional email notices.
- **Solicitation Contact**: The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, do not discuss this solicitation, directly or indirectly, with any University employee other than the Solicitation Contact. Suspected errors in the solicitation should be immediately reported to the Solicitation Contact. The University shall not be held responsible for information provided by any person other than the Solicitation Contact. Only information provided in writing shall be binding on the University.

Solicitation Contact: Mary Cooke Phone: 312.413.1610
University Name: University of Illinois at Chicago Email: maryc@uillinois.edu

Street Address: 809 South Marshfield, 3rd Floor City, State, Zip: Chicago, Illinois 60612-7203

1.4 Vendor Questions / University Responses: All questions / concerns regarding this solicitation, including specifications, other than those raised at any conference held regarding this solicitation, must be in written form and submitted to the Solicitation Contact no later than March 20, 2017. Questions received and University responses may be posted as an addendum to the original solicitation on the Bulletin; only these written responses to questions shall be binding on the University. Vendors are responsible for monitoring the Bulletin for addenda and other updates.

1.5	Pre-Submission Conferences and / or Site Visits:		⊠ Yes □ No	
		Mandatory Attendance:	Yes	⊠ No
	Date: Location:	March 16, 2017 University of Illinois at Chicago	Time:	1:00 pm CST
		Office of Rusiness and Financial Services (O	RES) Purcl	nasing Division

Please e-mail maryc@uillinois.edu if you will be attending the Pre-submission Conference.

809 South Marshfield Avenue, 3rd floor, Chicago, IL 60612-7203

If attendance is mandatory, Vendor (including incumbent) will be considered non-responsive and disqualified if Vendor does not attend, arrives after the meeting is called to order, leaves early or fails to sign the attendance sheet. Vendor must allow adequate time to accommodate security screenings at the site.

1.6 Due Date, Time, Address and Requirements for Submission of Responses: Responses will be opened at the "Submit / Deliver To" address provided below at the specified Due Date and Time.

1.6.1 Due Date: April 11, 2017 Time: 2:00 pm CST

1.6.2 Submit / Deliver Responses To: Label (outside of envelopes / containers):

University: University of Illinois at Chicago

Attn: Mary Cooke

Address: 809 South Marshfield, 3rd Floor

City, State, Zip: 60612-7203

Sealed Response – DO NOT OPEN
Project Title: Medical Courier Services

Bulletin Reference #: MEC214

Due Date & Time: April 11, 2017 @ 2:00 pm CST

Vendor Name Vendor Address

1.6.3 Requirements for Submission of Responses: The Response must be submitted in <u>separately sealed packets</u> as indicated below and clearly labeled with the Request for Proposal title, the packet number, the Vendor's name and the wording: "Sealed Response – Do Not Open." The separately sealed packets may be submitted together in one mailing / shipping box or may be submitted separately in individual / shipping boxes. Do not put the entire Response on one CD or USB. Pricing must be on a separate CD or USB and sealed in the Pricing packet.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USBs
Packet 1 Offer Letter (Section 4), Specifications / Qualifications / Statement of Work (Section 5), Supplemental Terms and Conditions(Section 8), Vendor Exceptions and Confidential Information (Section 9), and References (Section 10)	1	0	6
Packet 2 Pricing (Section 6)	1	0	6
Packet 3 Form A or Form B (as applicable) (Section 11)	1	1	0
Packet 4 Redacted Proposal (if requesting confidential treatment of proposal)	1	1	0
Packet 5 Minorities, Females, & Persons with Disabilities Participation and Utilization Plan and Letter of Intent (if applicable) (Section 1.11)	1	1	0
Packet 6 Veteran Small Business Participation and Utilization Plan and Letter of Intent (if applicable) (Section 1.12)	1	1	0

1.7	Late Submissions : Responses submitted late will not be considered. The Vendor is responsible for ensuring that their response is received at the time, date, and place specified. All times are State of Illinois local times. Responses received after the specified date and time may be returned at the Vendor's request and expense.		
1.8	Response Firm Time: The response must remain firm for 120 days from the opening date.		
1.9	Security : Bid Bond <\$ or %> Performance Bond <\$ or %> If a bid bond is required, Vendor must submit the bond with the response. If a performance bond is required, Vendor must submit the bond to the Solicitation Contact within 10 days after award. The bond must be from a surety licensed to do business in Illinois. The University will accept a certified check in lieu of the bond.		
1.10	Small Business Set-Aside : Yes No If "yes" is marked, Vendors must be qualified as a small business at the time the response is due in order to be evaluated. (30 ILCS 500/45-45)		
1.11	Minorities, Females and Persons with Disabilities Participation and Utilization Plan: Yes No If "yes" is marked, this solicitation contains a goal of 25% to include businesses owned and controlled by minorities, females and persons with disabilities in the State's procurement and contracting / subcontracting processes. All questions regarding any subcontracting goal must be directed to the Solicitation Contact. Failure to submit a Utilization Plan as instructed, if required, may render the response non-responsive.		
	If a BEP goal is identified, you must complete and attach the BEP Utilization Plan and Letter of Intent which can be found at: http://www.illinois.gov/cpo/HigherEd/Pages/Forms.aspx .		
	Visit http://www.illinois.gov/cms/business/sell2/bep/Pages/default.aspx for complete requirements for BEP certification.		
1.12	Veteran-Owned Small Business Participation and Utilization Plan: Yes No If "yes" is marked, this solicitation contains a goal of		
	If a Veteran's goal is identified, you must complete and attach the Utilization Plan and Letter of Intent which can be found at: http://www.illinois.gov/cpo/HigherEd/Pages/Forms.aspx .		
	Visit http://www.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx for complete requirements for VOSB or SDVOSB certification.		
1.13	Employment Tax Credit : The State of Illinois encourages prospective Vendors to consider hiring qualified Veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances. If you hire qualified Veterans and / or certain ex-offenders, you may be eligible for tax credits. (30 ILCS 500/45-67 & 45-70) Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.		

- 1.14 Governing Law and Forum: Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with "ILCS". This refers to the Illinois Compiled Statutes. The Illinois Procurement Code (30 ILCS 500) and the Higher Education Standard Procurement Rules (44 Ill. Admin. 4) are applicable to this solicitation.
- 1.15 Public Records and Requests for Confidential Treatment: Responses to the solicitation become the property of the University. All responses will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules. However, we will consider requests for confidential treatment under FOIA. A request for confidential treatment will not supersede the University's legal obligations under FOIA. The University will not honor requests to keep entire responses confidential. Vendors must show the specific grounds in FOIA or other law or Rule that support application of confidential treatment. Regardless, the University will disclose the successful Vendor's name, the substance of the response and the price. If Vendor requests confidential treatment, Vendor must submit an additional copy of the response with the proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the original response as possible. In Section 9 of the Response, Vendor shall list the provisions, identified by section number, for which it seeks confidential treatment and identify the statutory basis under Illinois or other applicable law and include a detailed justification for exempting the information from public disclosure. Vendor will hold harmless and indemnify the University for all costs or damages associated with the University honoring Vendor's request for confidential treatment. Vendor agrees the University may copy the response to facilitate evaluation, or to respond to requests for public records. Vendor warrants that such copying will not violate the rights of any third party.
- 1.16 Reservations: Vendor must read and understand the solicitation and tailor the response and all activities to ensure compliance. The University reserves the right to amend the solicitation; reject any or all responses; award by item, group of items, or grand total; and waive minor defects. The University may request a clarification, inspect Vendor's premises, interview staff, request a presentation, or otherwise verify the contents of the response, including information about subcontractors and suppliers. The University may request best and final offers when appropriate. The University will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the University and in accordance with the Illinois Procurement Code, Rules and other applicable state and federal statutes and regulations. Failure to comply with requests for information or cooperate may result in the response being deemed non-responsive to the solicitation. Submitting a response does not entitle a Vendor to an award or contract. Posting Vendor's name in a Bulletin notice does not entitle Vendor to a contract. The University is not responsible for and will not pay any costs associated with the preparation and submission of any solicitation response. Awarded Vendor(s) shall not commence, and will not be paid for, any billable work prior to the date all parties execute the contract or the date of receipt of an executed purchase order.
- 1.17 Protest Review Office: Vendor may submit a written protest to the Protest Review Office following the requirements of the Higher Education Standard Procurement Rules. (44 III. Admin. Code 4.5550) For protests related to the solicitation, including specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual responses,

or of awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest, or posting to the Bulletin, whichever is earlier. The Protest Review Office's information is as follows:

Chief Procurement Office for Higher Education Attn: Protest Review Office 513 Stratton Office Building 401 South Spring Street Springfield, IL 62706

Email: EEC.CPOHE@illinois.gov

2. Evaluation Process:

2.1 Evaluation: The University evaluates three categories of information: responsiveness, responsibility, and price. The University will consider the information provided in the response and the quality of that information when evaluating responses. If the University finds a failure or deficiency, the University may reject the response or reflect the failure or deficiency in the evaluation as appropriate.

The University will determine how well responses meet the Responsiveness requirements. They will rank responses, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Vendors who fail to meet minimum requirements or who receive fewer than the minimum required points will not be considered for Price evaluation and award. The maximum number of points possible is 550 = (Responsiveness 400 + Price 150)

- 2.1.1 Responsiveness: A Vendor is considered responsive when they have submitted a response that conforms in all material respects to the solicitation and includes all required forms and signatures.
 - 2.1.1.1 The University will determine whether the response complied with the instructions and other administrative requirements for submitting responses. Except for late submissions, and other requirements that by law must be part of the submission, the University may require that a Vendor correct deficiencies as a condition of further evaluation.
 - 2.1.1.2 The University will determine whether the response meets the stated requirements. Minor differences or deviations that have negligible impact on the suitability of the supply or service to meet the University's needs may be accepted or corrections allowed.
 - 2.1.1.3 When the specification calls for "Brand Name or Equal", the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
 - 2.1.1.4 The chart below shows the elements of Responsiveness in point format and the maximum number of points available for each element. The total number of points available for Responsiveness is 400. Vendors who do not receive 240 of the total Responsiveness points need not be considered for Price evaluation and award.

Responsiveness Elements	Maximum # of Points Possible
A plan that demonstrates ability to meet or exceed the medical courier service requirements outlined in section five of this RFP.	160
Experience in providing medical courier service to provide specimen pick up and supply and report delivery at multiple Illinois, northern Indiana, and southern Wisconsin client locations. (see section 5.2)	120
Resumes and Experience of key personnel.	40
Favorable recommendations from referenced clients where similar or like services are or have been performed. (see Section 10)	40
Completeness of the response to this RFP.	40
Total Points	400

- 2.1.2 Responsibility: A Vendor is considered responsible when it has the capability in all respects to fully perform the contract requirements and have the integrity and reliability that will assure good faith performance. The University will determine whether the University can or should do business with a Vendor. The University may consider factors including, but not limited to political contributions, certifications, conflict of interest, financial disclosures, past performance in business or industry, references (including those found outside the solicitation), compliance with applicable laws, financial responsibility, insurability, equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, ability to provide required maintenance service or other matters relating to the Vendor's probable ability to deliver in the quality and quantity within the time and price as specified in the solicitation.
- 2.1.3 Price: The total number of points for Price is 150. The University will determine Price points using the following formula:

Maximum Price Points X (Lowest Price / Vendor's Price) = Total Price Points

If the University does not consider the Price to be fair and reasonable, and negotiations fail to establish an acceptable Price, the University reserves the right to award to the next most qualified vendor with whom the university can negotiate a fair and reasonable price or cancel the solicitation and take appropriate action to meet the needs of the University. The University will determine whether the Price is fair and reasonable by considering the Price proposed, the Vendor's qualifications, the Vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

2.2 Award: The University is not obligated to award a contract pursuant to this solicitation. If the University issues an award, the award shall be made to the responsible vendor whose proposal is determined in writing to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this solicitation and price.

- 2.2.1 The University will post a notice to the Bulletin identifying the most responsive and responsible vendor. Awards are not final until all protests are resolved. The notice extends the response firm time until the parties sign a contract or determine not to sign a contract. If negotiations do not result in an acceptable agreement, the University shall reject the response and may begin negotiations with another vendor.
- 2.2.2 Awarded Vendors must, at all times including during any resulting contract, have financial resources sufficient, in the opinion of the University, to ensure performance of the contract. Vendor must provide proof upon request. The University may require a performance bond if, in the opinion of the University, it will ensure performance of the contract. The University may terminate the contract if the Vendor lacks the financial resources to perform under the contract.

End of Instructions

3. Vendor's Checklist for Submission of Response

This checklist is provided as a tool to aid vendors in submitting a complete response in compliance with the solicitation. Mark each item as appropriate. Failure to meet all solicitation requirements may be cause for disqualification.

3.1	Solicitation Review: We have revidocuments, instructions and any approximate completed all blanks and provided all respectively.	licable revisions (adden	da) to the solicitation. We have	
3.2	Pre-Submission Conferences / Site Vi site visits, if mandatory. Yes	sits: We attended all pr No \[\] N/A	re-submission conferences and or	
3.3	Response Submission: We have enclo	sed the completed items	s as shown below.	
Correct Bid / Pe BEP Util Veteran Vendor' Milestor Vendor Transpor Subcont Where s Pricing of Standar Supplen Vendor Confide	number of copies erformance bond included lization Plan completed, if applicable is Utilization Plan completed, if applicable is Offer nes and deliverables and staffing specifications ortation and delivery terms tracting disclosure services are to be performed completed as specified rd terms and conditions mental terms and conditions Exceptions included ential Information requested Redacted copy of response ness provided as requested	Section 1.6.2 Section 1.6.3 Section 1.9 Section 1.11 Section 1.12 Section 4 Section 5.3 Section 5.4 Section 5.5 Section 5.6 Section 5.7 Section 6 Section 7 Section 8 Section 9 Section 9 Section 9 Section 9 Section 10	Yes No N/A Yes No N/A	
You <u>must</u> complete and provide one of the following Forms as applicable:				
	dor is not registered in the Illinois Procurem r with an unexpired date)	Section 11 ent Gateway (IPG) and doe	Yes N/A s not have an active IPG Registration	
or				
Form B (if vender number	or is registered in the Illinois Procurement G r)	Section 11 ateway (IPG) and does have	Yes N/A e an active unexpired IPG registration	

4. Vendor's Offer

The undersigned authorized representative of the identified Vendor hereby submits this offer to perform in full compliance with the subject solicitation. By completing and signing this form, we are making an offer to the University that the University may accept. The offer consists of this signature page, our response to the subject solicitation and any attachments referenced in the response.

We believe we are eligible for the preferences or special programs identified below and have checked each that applies to this offer. We understand that the University reserves the right to make a final determination regarding whether the preference or special program applies to us.

Printed Na	me:Ti	tle:
Signature o	of Authorized Representative:	Date:
Vendor Na	me:	
-	that we have made no alterations or modifications to to curement documents, either text or graphics and whether	-
ve are pre	viding the following explanation of qualification for the	Secretaria programs enceked above.
	Illinois Mined Coal Act (30 ILCS 555) Steel Products Procurement (30 ILCS 565) Business Enterprise for Minorities, Females, and Person Veteran's Preference (330 ILCS 55) viding the following explanation of qualification for the	
	Historic Preference Area (30 ILCS 500/45-80) Procurement of Domestic Products (30 ILCS 517) Public Purchases in Other State (30 ILCS 520)	
	Vehicles Powered by Agricultural Commodity-Based Fu Biobased Products (30 ILCS 500/45-75)	el (30 ILCS 500/45-60)
	Illinois Agricultural Products (30 ILCS 500/45-50) Corn-Based Plastics (30 ILCS 500/45-55) Disabled Veterans (30 ILCS 500/45-57)	
	Gas Mileage (30 ILCS 500/45-40) Small Businesses (30 ILCS 500/45-45)	
	Recycled Paper (30 ILCS 500/45-25) Environmentally Preferable Supplies (30 ILCS 500/45-2	6)
	Resident Vendor (30 ILCS 500/45-10) Soybean Oil-Based Ink (30 ILCS 500/45-15) Recycled Materials (30 ILCS 500/45-20)	
	Deside at Manufact (20 H CC FOO / 4F 40)	

5. Description of Supplies and Services

5.1 University's Need for Supplies / Services:

The University of Illinois Hospital & Health Sciences System (UIHHSS) Reference Laboratory is seeking a courier service to provide specimen pick-up and delivery, and supply and report delivery at multiple Illinois, northern Indiana, and southern Wisconsin client locations. A list of areas where the health facilities are located is provided in Attachment A.

The UIHHSS Reference Laboratory currently provides lab testing services to over 300 off-campus non-UIC physician offices and other healthcare facilities, and may continue to grow. Laboratory specimens must be picked up at current locations as well as new locations when needed. Testing supplies as well as laboratory reports must be delivered to set locations by the courier service on a timely basis.

5.2 Supplies / Services Required:

5.2.1 Requirements:

- The Successful Proposer must be a courier exclusively for medical/laboratory services, and have been providing this type of medical courier service for a minimum of three years.
- 2. The Successful Proposer must be professional and have statistics demonstrating a minimal if any error rate (lost samples, missed pick-ups, etc.), and provide documentation verifying the error rate.
- 3. If an additional Healthcare facility is added to the scheduled route through a referral by the Successful Proposer there will be no additional fee.
- 4. Any changes to the Successful Proposer's scheduled route must be approved by designated University representative of the Reference Laboratory prior to implementation.
- 5. The Successful Proposer will assist in printer set-ups and test transmissions for new sites and/or sites that may be having difficulty receiving results.
- 6. Successful Proposer must provide Reference Laboratory staff access to print supply and report tracking labels on demand.
- 7. Successful Proposer must be familiar with the governmental regulations pertinent to these types of medical shipments, and the training of Medical Couriers. Regulations and methods may change over time and the Successful Proposer must obtain and comply with the most up-to-date information available when shipping medical specimens.

Successful Proposer must demonstrate that they will comply with the current published rules and regulations of various federal agencies regarding the transportation of medical specimens. These include:

- **DOT** Department of Transportation
- CDC Center for Disease Control
- OSHA Occupational Safety and Health Administration

8. Proposer will demonstrate how they will maintain the appropriate viability and specimen integrity of all transported laboratory related items.

5.2.2. University's Reference Laboratory Content to be Picked up and Delivered:

The items that will be picked up and delivered from the UIHHSS Reference Laboratory may include, but are not limited to, the following:

- Laboratory Specimens
- Paper/Document/Reports
- Other Supplies

5.2.3. Handling and Transporting of laboratory samples, reports, and supplies:

- Successful Proposer will pick up laboratory samples and deliver reports and supplies either on a scheduled basis, or as needed depending on the clients' needs. At times this must be managed utilizing a specimen lockbox.
- 2. Successful Proposer will utilize appropriate sized company identified courier totes with compartments for temperature specific samples, as well as coolers with dry ice to transport frozen samples. Contractor will not transport specimens without the appropriate containers.
- 3. Printers, printer paper and other site-specific supplies may need to be transported as well.
- 4. It is the Successful Proposer's responsibility to know the site specific requirements of the Healthcare Facility such as hours of operation, if key access is required, or if certain credentials are needed (i.e. prison locations).
- 5. If any delays occur and the Successful Proposer is not able to comply with the agreed upon pickup/ delivery schedule, the Successful Proposer will notify by telephone and e-mail the University authorized user. Successful Proposer will reschedule the pickup order as soon as possible in a time approved by the University, and prior to the time the order is scheduled to be completed.
- 6. Without approval from the site and the Reference Laboratory no pick-ups outside of the earliest or latest scheduled pick-up times are allowable
- 7. Any changes to scheduled routes must be approved prior to implementation by the Reference Laboratory designated contract representative.
- 8. If Successful Proposer is unable to complete a pick-up or delivery, proper protocol must be followed to notify the site and Reference Laboratory of such instances. Courier must leave written documentation at the time of attempted pick-up if specimens are not accessible/available.
- 9. Successful Proposer will not charge the University for orders that are not in compliance with the delivery/pick-up service specified in this RFP.

5.2.4. Bar-coding Technology/Tracking System Software

- Successful Proposer must utilize scanning and bar-coding technology for tracking and reporting
 of each package. All samples picked up from health facility locations must be bar coded, bagged,
 and tracked for accuracy, stability and temperature requirements. The UIHHSS Reference
 Laboratory will have access to all tracking data through a vendor provided web-based portal.
- 2. Successful Proposer must provide database software to allow UIHHSS Reference Laboratory to print client specific barcode labels for reports and supply delivery. Software will load client demographic information.
- 3. The Successful Proposer will provide at no additional cost the software database system and labels to load client demographic information, and print bar-coded labels for specimen, report, and supply deliveries.

Proposer shall identify the tracking system software that will be used for the execution of this contract below:



- 4. Successful Proposer must provide at no additional cost bar code labels for clients to utilize on specimen bags and lab requisitions for tracking purposes.
- 5. At a minimum the bar code must capture the following scanned information:
 - Where it was scanned (Location)
 - When it was scanned to include date and time (indicating when specimen or supply is picked up and dropped off)
 - What type of item
 - Specimen
 - Supply
 - Who signed for it, and did it come from an open setting, lock box, etc.
 - At what temperature was the specimen handled indicated by the following:
 - Room Temperature(RT)
 - Refrigerated (RF)
 - Frozen (FZ)

5.2.5. Personnel

- <u>Uniforms/ Logo Vehicles</u>: Courier staff must wear uniforms with company logo, and drive company labeled vehicles. The courier staff must wear an identification badge. Courier Staff must have a professional appearance and behavior, as they would represent the company and the University.
- 2. Successful Proposer must include in their response to this RFP photos of the delivery vehicles, uniforms and identification badges of the courier staff.
- The Successful Proposer will have adequate staff to accommodate the volume and services associated with this request for proposal.

4. Successful Proposer must include in their response how many vehicles from its fleet will be allocated to this contract.

Number of vehicles allocated to this contract

5.2.6. Training

- 1. Successful Proposer will provide its staff (service representatives, drivers, dispatcher, support personnel, etc.) with regular and on-going training in order to ensure proper execution of the proposal requirements.
- 2. At a minimum the Successful Proposer must demonstrate that they will provide the following training:
 - New hire training before a courier begins working on his own.
 - Bi-annual training sessions for all couriers.
 - Scanner training as needed per updates
- The Successful Proposer's couriers must be trained on lab specific protocols regarding stability and storage requirements, and meet all federal and local shipping and specimen transport guidelines
- 4. Successful Proposer's couriers must go through training on how to handle blood borne pathogens, and also how to control spills.
- 5. All Successful Proposer's couriers must pass a Driver Safety Program such as the Smith System Driver Safety Training Program, and provide verification that this requirement has been met.
- 6. Successful Proposer will have a representative available to provide an on-site training for courier services for all new or current clients as needed. On-site training services may include how to properly label specimens, barcoding procedures, and setting pickup and drop-off procedures to new and potential Reference Laboratory clients.
- 7. On-site training materials must be site specific with general instructions, and stop details. All training materials must be approved by Reference Laboratory prior to distribution, and must be available for distribution to the site on the day of the on-site training.

5.2.7. Reports

Company must provide all reports listed in this section, and additional reports as requested.

- Successful Proposer must provide daily, weekly, and monthly tracking reports that indicate site, accurate pick up and drop off times, temperature state of samples when picked up and dropped off (ambient, frozen, or refrigerated), number of samples, and differentiate between clinical and anatomic samples.
- 2. Successful Proposer shall provide statistical reports that include, but are not limited to:
 - Site specific volume drops;

- Time of arrival and drop-off statistics;
- Types of samples (pap smears, biopsies, precious fluids, etc.);
- Temperature of samples at pick-up and drop off;
- Total number of samples dropped off every hour on the hour;
- Supplies and reports delivered;
- Trends in volumes.
- 3. Successful Proposer must provide any other statistical report requested to help analyze current or potential business.
- 4. Successful Proposer must provide a monthly Quality Assurance Report. Any instance discussed with the courier must be written up with the occurrence, investigation information and resolutions. All incidents must be documented and all outcomes reported despite who is at fault.
- 5. All daily reports must be emailed to designated individuals on the next working day by 9am. All weekly reports must be emailed by the following Monday or next business day by 9am. All monthly reports must be emailed by the 3rd day of the following month or the next business day if it falls on a weekend or holiday.
- 6. Such reports will be in an electronic format such as an Excel spreadsheet which will enable the University to manipulate, sort, and search for information included in the reports.

5.2.8. Customer Service

- 1. At a minimum, the Successful Proposer will provide a toll-free telephone number for customer service assistance 24 hours a day /7 days a week.
- 2. If a scheduled route will be more than one (1) hour late, the Reference Laboratory and identified individuals must be notified by phone and email based on set protocol.
- 3. At a minimum, the Successful Proposer will provide the University one Account Manager to manage and oversee the University's account at all times during the initial contract term and any extensions of the contract. Upon request, the Account Manager will adequately address the University's questions and concerns within a reasonable time acceptable to the University. If the designated Account Manager cannot adequately address the University's questions and concerns to the University's satisfaction, the Successful Proposer will take appropriate action to ensure the University's account is managed to the University's satisfaction.
- 4. For each order the University places for services and supplies outside the scheduled pick-up area, the Successful Proposer will provide a confirmation number to the University at the time the University places the order.
- 5. Means of communication between couriers and dispatchers must be on a real time basis.

5.2.9. Current Environment

- 1. The UIHHSS Reference Laboratory currently has approximately 301 clients which require courier services. Of the approximate 301 clients, 105 are clients on a schedule, and another 196 are "On-Demand clients.
- 2. The UIHHSS Reference Laboratory courier service currently makes approximately 38,000 scheduled stops annually, and 3,167 per month. On-demand stops total an approximate 4,000

annually, or 333 per month.

3. The attached Master Transportation Schedule indicates the site locations and frequency of the courier service.

5.2.10. Maximum and Minimum Laboratory Sites

The Successful Proposer must be able to provide service to all sites listed in Attachment A, and described herein. The University reserves the right to increase or decrease its laboratory sites that require courier services during the initial contract term, and any renewal periods of the contact to correspond to the actual needs of the University. The amount of laboratories the University requires to be serviced may or may not increase in the future, at the discretion of the University.

5.2.11. Tour of Facilities

At the request of designated University representative, Proposer must provide the University personnel, as determined by the University, with a tour of facility or facilities. This may include, but not be limited to, storage areas, and climate controlled storage areas. Such a tour must be provided in advance of the award and/or during the contract period if requested by the designated University representative.

5.2.12. Transition

- 1. When transitioning from the current vendor to the newly awarded vendor the Successful Proposer will work with the current provider to establish a clean transition of medical courier services.
- 2. To assure a smooth transition, and upon contract expiration or termination the current provider will work with the newly awarded Contractor to establish courier service with the least amount of disruption to the University and the other health facilities on the delivery route. The University will not pay for any additional fees related to the transition should the contract expire or be terminated.

5.2.13. Proposed Plan of Action/Program Plan:

The Proposer shall submit a program plan that demonstrates it has the management and operational experience, financial resources, and personnel necessary to successfully perform the services specified in this RFP.

Provide a detailed proposed plan of action indicating how it will be organized to provide timely performance of services as described in sections five of this RFP. Proposer shall describe how it proposes to meet the University goals as defined in this RFP, and explain its approach to delivering quality services.

Proposer's response should include a brief narrative summarizing the proposal. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team and a summary of the proposed services. In this section the Proposer should highlight aspects of the proposal that make it superior or unique in addressing the needs of the University.

5.2.14. Post-Performance Review

A post-performance review of contractor's performance would include an analysis of missed pick-ups, lost samples, and overall reliability and performance per the requirements of the RFP specifications. This post-performance review may not be limited to an annual review, and will include input from the Health Facilities listed on the transportation schedule.

5.2.15. Confidential Information, Dissemination of Information, Ownership, Survival:

- **1. Confidential Information**: In performance of Services to the University, Proposer may have access to or receive certain information that is not generally known to others ("Confidential Information").
- 2. Dissemination of Information: Proposer agrees not to use or disclose any Confidential Information or any records, reports or documents prepared or generated as a result of this Contract ("Work Product") without the prior written consent of the University. Proposer will not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor will Proposer disseminate any information regarding Services without the prior written consent of the University. In the event that Proposer is presented with a request for documents by any administrative agency or with a subpoena duces tucem regarding any records, data, or Work Product which may be in Proposer's possession as a result of Services under this Contract, Proposer will immediately give notice to the University and its General Counsel with the understanding that the University will have the opportunity to contest such process by any means available prior to submission of any documents to a court or other third party. Proposer will not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Proposer agrees to cause its personnel, staff and subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Proposer under this Contract.
- **3. Ownership:** All intellectual property, Work Product, and any and all other records, reports, documents, and materials prepared or generated as a result of this Contract, will at all times be and remain the property of the University. All of the foregoing records will be delivered to the University upon demand at any time and in any event, will be promptly delivered to the University upon expiration or termination of this Contract.
- 4. Turnover of Documents and Records: Upon demand of the University, or after termination of this Contract for any reason or the expiration of this Contract by its terms, Proposer will turn over to the University or its designee within three (3) days of demand, all cartons, property, records, materials, supplies, equipment owned or purchased by the University, as well as completed or partially completed work analyses, data, computer disks, document and any other information relating in any way to this Contract or the performance or furnishing of Services.
- 5. <u>Survival</u>: The provisions of this section will survive the termination or expiration of this Contract.

5.2.16. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Terms used but not otherwise defined in this Contract shall have the same meaning as those terms in the Privacy and Security Rules.

A. Compliance with Privacy Requirements: Contractor agrees to:

- 1. Not use or further disclose Protected Health Information (PHI) other than as permitted or required by the Contract or as required by law;
- **2.** Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract;
- **3.** Mitigate, to the extent practicable, any harmful effect that is known to either party, of a use or disclosure of Protected Health Information by either party in violation of the requirements of this Contract;
- **4.** Report to University any use or disclosure of the Protected Health Information not provided for by this Contract;
- **5.** Ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from University, or created or received, by Contractor on behalf of University, agrees to the same restrictions and conditions that apply through this Amendment with respect to such information;
- **6.** Provide access, upon request of University, and in the time and manner designated by University, to Protected Health Information in a Patient's file, as directed by University, to the Patient in order to meet the requirements under 45 CFR § 164.524;
- 7. Make any amendment(s) to Protected Health Information in a Patient's file that University directs or agrees to pursuant to 45 CFR § 164.526 at the request of University, and in the time and manner designated by University;
- **8.** Make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from University, or created or received by Contractor on behalf of University, available to University, or upon request by University, available to the Secretary of the U.S. Department of Health and Human Services, in a time and manner designated by University or the Secretary, for purposes of the Secretary determining compliance with the Privacy Rule;
- **9.** Document such disclosures of Protected Health Information and information related to such disclosures as would be required to respond to a request by a Patient for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528;
- **10.** Provide to University or a Patient, in a time and manner designated by University, information to permit a response to a request by a Patient for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528;
- **11.** Allow University to control a response to a subpoena or any other discovery request or judicial or administrative order mandating that Contractor disclose Protected Health Information that University has made available to Contractor;
- **12.** Except as otherwise limited in this Contract, use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of University as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule;
- 13. Upon termination of this Contract, for any reason, return or destroy all Protected Health Information received from University, or created or received by Contractor on behalf of University. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. The University reserves the right to set the schedule for the return or destruction of all Protected Health Information. Contractor shall provide proof or certification of destruction of the Protected Health Information;
- 14. In the event that Contractor determines that returning or destroying the Protected Health Information to University is infeasible, Contractor shall provide University with notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the parties shall extend the protections of this Amendment to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the party maintains such Protected Health Information;

15. Notwithstanding any other provision of this Contract, Contractor shall indemnify and hold harmless University and University's agents, servants and employees from any and all losses, damages and expenses which University may sustain or become liable for on account of Contractor or its subcontractors' breach of any of the terms and conditions of this HIPAA Article.

B. Security of Electronic Protected Health Information:

- 1. Security Safeguards: Contractor will implement appropriate administrative, physical and technical safeguards, as required by the Security Rule, which reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information (EPHI) that it creates, receives, maintains, or transmits on behalf of University.
- 2. Agents and Subcontractors: Contractor will ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect that information
- **3. Security Incidents:** Contractor will report to University any security incident of which it becomes aware.
- **4.** Access to Policies and Procedures: Contractor will make its policies and procedures related to the implementation of security safeguards available to the Secretary of the Department of Health & Human Services for purposes of determining the University's compliance with the security standards.
- 5. Compliance with Standard Transactions: If Contractor conducts in whole or part Standard Transactions for or on behalf of University, Contractor will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 Code of Federal Regulations Part 162. Contractor will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of University that:
 - a. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
 - b. Adds any data elements or segments to the maximum defined data set;
 - Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
 - d. Changes the meaning or intent of the Standard Transaction's implementation specification.

C. Information Safeguards:

Contractor will develop, implement, maintain and use appropriate administrative, technical and physical safeguards, in compliance with 45 Code of Federal Regulation § 164.530(c) and any other implementing regulations issued by the U.S. Department of Health and Human Services, to preserve the integrity and confidentiality of and to prevent non-permitted or violating use or disclosure of Protected Health Information created or received for or from University. Contractor will document and keep these safeguards current.

- 1. Amendment: Pursuant to the provisions of the Amendment Article in the body of the Contract, the Parties agree to take such action as is necessary to amend the Contract from time to time as is necessary to comply with the requirements of the Privacy Rule, the Security Rule, the Transactions and Code Set Rule, any future Electronic Signature Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- **2. Survival:** The respective rights and obligations of both parties under this Paragraph of this Amendment shall survive the termination of this Article and the original Contract.
- **3. Interpretation:** Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits both parties to comply with the applicable HIPAA regulation.

4. Termination: Notwithstanding, any other provision of this Contract, University may terminate this Contract immediately upon Contractor's failure to comply with any of the terms of this Article.

5.3 Milestones and Deliverables:

Deliverables: The deliverables will include the following:

- 1. Supplies and Services per Section 5 of this RFP;
- 2. Medical Courier Services for Laboratory Specimens, Paper Documents, and Reports;
- 3. Bar-coding and tracking software;
- 4. Professional courier staff;
- 5. Professional staff uniforms and vehicles with Logo;
- 6. Training;
- 7. Reports;
- 8. Customer Service.

5.4 Vendor and Staffing Specifications:

Representation:

The Successful Proposer should have a representative for the metropolitan Chicago area who is available 24/7 for technical assistance if it is required. Please provide the representative's name, phone, cell phone number, page number, and e-mail.

Representative	
E-mail address	
Phone number	
Cell Phone number	
Address	

5.5 Transportation and Delivery Terms:

FOB Delivery: The University requires FOB delivered to and from the locations listed on Attachment A, including the University of Illinois Hospital & Health Sciences System, Reference Laboratory. No additional shipping and handling costs will be allowed other than what has been indicated in the pricing section of this request for proposal.

5.5.1 Types of Delivery Service:

In addition to the scheduled route, at a minimum, the Successful Proposer will offer and comply with four levels of "On-Demand" delivery service listed below:

Will Call: Delivered on day of notification, based on existing route schedule.

Same Day: Same-day delivery

STAT: Delivered within 2 hours of notification (within 20 mile radius of pickup).

Super STAT: Delivered within 1 hour of notification (within 7 mile radius of pickup).

5.6	Subcon 5.6.1	Subcontracting is allowed is not allowed. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Unless a supply item is the essence of the contract, a supplier is not considered a subcontractor.
	5.6.2	The maximum percentage allowed to be provided by a subcontractor is <u>25%.</u>
	5.6.3	Will subcontractors be utilized? Yes No If "Yes", identify any subcontractor(s) who will have a subcontract with an estimated value of \$50,000 or more.
		Subcontractor Name:
		Subcontractor Name:
		All identified subcontracts must include the Certifications and the Financial Disclosures and Conflicts of Interest, completed and signed by the subcontractor.
	5.6.4	The Vendor shall notify the University of any additional or substitute subcontractors hired during the term of any resulting contract and provide the information identified in Section 5.6.3.
5.7	Location 5.7.1	In accordance with Section 25-65 of the Illinois Procurement Code, Vendor shall disclose the locations where the services required under this solicitation and will be performed, including by any subcontractors, and the known or anticipated value of the services to be performed at each location.
	5.7.2	Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and economic impact on Illinois and its residents may be considered in the evaluation. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States unless the Chief Procurement Officer determines in writing that it is in the best interest of the University.
	5.7.3	Location where services will be performed: Percentage of services performed at this location: Anticipated value of services performed at this location:

V.15.1 26

resulting contract shall commence upon the last dated signature of the parties.

Any contract resulting from this solicitation will have an initial term of Three years from date of execution of contract through June 30, 2020. If a start date is not identified, the term of the

5.8

Term: 5.8.1

- 5.8.2 In no event will the total term of the resulting contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.
- 5.8.3 Vendor shall not commence billable work in furtherance of the contract before the contract is signed by all parties.

5.9 Renewal:

- 5.9.1 The resulting contract \(\subseteq \text{will } \subseteq \text{will not contain renewal options. The resulting contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below.
- 5.9.2 The University reserves the right to renew for a total of one additional two-year period.
- 5.9.3 Unless otherwise specified in this solicitation or the resulting contract, renewals will be subject to the same terms and conditions as the original contract.
- 5.9.4 The University may renew the resulting contract for any or all of the renewal option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the University.
- 5.9.5 The resulting contract may not renew automatically nor renew solely at the Vendor's option.
- 5.10 Termination for Cause: The University may terminate the resulting contract, in whole or in part, immediately upon notice to the Vendor if: (a) the University determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property; (b) the Vendor has notified the University that it is unable or unwilling to perform the contract; (c) Vendor fails to perform to the University's satisfaction any material requirement of the resulting contract; or (d) the University determines that the Vendor lacks the financial resources to perform the contract. The University shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the University may either immediately terminate the contract without additional written notice or enforce the terms and conditions of the contract. For termination due to any of the causes contained in this section, the University retains the right to seek any available legal or equitable remedies and damages.
- **5.11 Termination for Convenience**: The University may, for its convenience and with 30 days prior written notice to Vendor, terminate the resulting contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and / or services provided in compliance with the resulting contract up to and including the date of termination.

6. Pricing

6.1 Pricing Offer: Attach additional pages if the specified pricing format requires additional pages.

6.1.1 Vendor's Price for the Initial Term:

PLEASE REFER TO ATTACHMENT A, MASTER TRANSPORTATION SCHEDULE, TO COMPLETE PRICING.

The basis of award will be based on the total cost for the entire route network that is required to service the scheduled stops detailed in Attachment A. The Proposer must complete the unit pricing (cost per stop) in Attachment A.

The Successful Proposer will consult with the University to determine the optimal route positioning for all new stop adds or deletions (see Section 6.1.3 Rural/Urban Stop Adds). Variable activity (On-Demand Stops) will be charge separately.

The University is requesting a not to exceed weekly fee for courier services per the locations and frequency listed in Attachment A. The Contractor/Proposer proposes to furnish Courier Services during the contract period for the estimated weekly projected total cost of:

Weekly Pricing

Weekly Total per Attachment A.	\$
Period beginning from date of execution of this	
contract through June 30, 2020.	

6.1.2 On-Demand Rates:

1. Routable Will-Call Stop Rates:

Delivered on day of notification based on existing route schedule

2. Same Day Delivery Stop Rates:

Same day delivery

3. STAT Stop Rates:

Delivered within 2 hours of notification (within 20 mile radius pick-up)

4. Super STAT

Delivered within 1 hours of notification (within 7 mile radius pick-up)

Please complete the On-Demand rate table below:

	On-Demand	Monday-Saturday 7:00 Monday-Saturday		Sunday			
	Descriptions	am to 7:00 pm		7:00 pm to 7:00 am		7:00 am to 7:00 pm	
		Initial	Rate per	Initial	Rate per	Initial	Rate per
		Charge	mile over	Charge	mile over	Charge	mile over
			25 miles		25 miles		25 miles
1	Will Call						
2	Same Day						
3	Stat						
4	Super Stat						

6.1.3 Rural / urban stop adds:

The Successful Proposer will consult with the University to determine the optimal route positioning for all new stop adds. The nearest point of route compatibility (taking into account distance, service time requirements, and route duration) coupled with the rural/urban stop add formula below will establish the add on cost of a new client.

	Provide a rate for rural stop adds:	\$ per stop, plus \$	_per mile
>	Provide a rate for urban stop adds:	\$ per stop, plus \$	_per mile

University makes no guarantee that the services identified in this request for proposal will be required as of the dates or in the quantities indicated.

All respondents must furnish pricing information as part of your response, by completing the pricing schedule above. All lines must be completed for consideration.

6.1.4 Fuel Surcharge:

Fuel surcharges will not be allowable, and should be anticipated in the overall total cost of the contract presented in the proposal response.

6.1.5 Price shall not be increased should vendor experience an increase in wage rates, materials, equipment, or in any other of Vendor's costs, or should Vendor be compelled to pay premium wages for overtime work prior to completion of Vendor's work under the resulting contract.

6.1.6 Renewals:

If the resulting contract will contain renewal options, the price for renewals shall be the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section. If the University formula is shown below, Vendor shall calculate renewal rates using that formula.

6.1.6.2 If the University decides to exercise any renewal option, a revised price schedule will be included with the renewal. Cost increases or decreases shall be allowed only at the time of contract renewal and shall be increased or decreased by no more than a percentage

equal to the percentage by which the United States Department of Labor Consumer Price Index (CPI) of the Midwest Region for wages for the month of March, for all urban consumers (computed on the same basis and by the same methods as are used on the date thereof) shall exceed or be less than the index number published as aforesaid for the month in which the original Contract is signed.

6.1.6.3 University Formula for Determining Renewal Compensation: N/A

6.1.6.4 Vendor's Price for Renewal(s):

The University reserves the right to renew the contract for the periods indicated below at the Successful Proposer's prices and stated conditions, contingent upon continuing need and availability of funds. Please indicate option offer(s) in the following table.

	Do you offer a renewal option?	If renewal option is offered, will prices remain firm for the option period?	If prices will not remain firm for the option periods, indicate the price for the two-year renewal period.
Two -year Renewal Period weekly pricing	ges no	☐ yes ☐ no	

If the University decides to exercise its right to renew the contract, a revised price schedule will be included with the renewal. The revised price schedule will be based on the amounts stated, adjusted for any increase or decrease, provided in table above.

6.2	Type of Pricing : Pricing under the resulting	contract will be firm estimated	\$
6.3	Discount : The University may receive a of correct invoice.	% discount for payment within	days of receip

6.4 Invoicing:

- 6.4.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices may be subject to statutory offset (30 ILCS 210).
- 6.4.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract. University may withhold final payment until all services, supplies, reports or other deliverables specified herein have been completed in a form satisfactory to University. Send invoices to:

Jessica Padilla Caldero Reference Laboratory University of Illinois Hospital & Health Sciences System 840 South Wood Street, RM 170, CSB (M/C 750) Chicago, Illinois 60612 jpadila1@uic.edu

- 6.4.3 University may withhold or nullify the whole or a part of any invoice if necessary to protect University from loss on account of: a) unsatisfactory work performed; b) failure of Vendor to make required payments to Subcontractors; c) damage to University property or related liability; or d) incomplete, inaccurate, or unauthorized billing.
- 6.4.4 Invoices must clearly state whether pick up was routine (scheduled on route), or an "On-Demand" pick-up such as a will call, or a stat pick-up.
- 6.4.5 Successful Proposer will provide monthly invoices to the designated University employee in the University Department or other individual as specified by the University.
- 6.4.6 Successful Proposer's invoices will be dated and will include a summary of activities and a grand total fee amount for the month. The invoice will also include:
 - The name of the University department/unit;
 - Number of pick-ups;
 - Site specific volume drops;
 - Time of arrival and drop-off statistics;
 - Types of samples (pap smears, biopsies, precious fluids, etc.);
 - Temperature of samples at pick-up and drop off;
 - Total number of samples dropped off every hour on the hour;
 - Supplies and reports delivered.
- **Taxes**: Pricing shall not include any taxes unless accompanied by proof the University is subject to the tax. If necessary, Vendor may request the University's Illinois tax exemption number and federal tax exemption information.

7. Standard Terms and Conditions

7.1 Payment Terms and Conditions

- 7.1.1 Late payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable (30 ILCS 540; 74 III. Adm. Code 900). This shall be Vendor's sole remedy for late payments by the University. Payment terms contained on Vendor's invoices shall have no force or effect.
- 7.1.2 Minority Contractor Initiative: The State Comptroller requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative for contracts paid with State funds. Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 or the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more, other than statewide master contracts, is required to pay a fee of \$15. The State Comptroller shall deduct the fee from the first check issued to the Vendor under any contract resulting from this solicitation.
- 7.1.3 Expenses: The University will not pay for supplies provided or services rendered, or expenses incurred prior to the execution by the Parties of any resulting contract even if the effective date of the contract is prior to execution.
- 7.1.4 Prevailing Wage: Certain services require vendors to pay prevailing wage rates. See Section 8 for Supplemental Terms and Conditions. If applicable, and as a condition of receiving payment, Vendor must pay its employees prevailing wages in the locality in which the work is to be performed. Vendor shall provide a copy of the certified payroll on request. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements. The prevailing rates of wages are determined by the Illinois Department of Labor and are available on the Department's official website: http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx.
- 7.1.5 Federal Funds: For purchases funded in whole or in part by Federal funds, the solicitation will identify the federal agency providing the funds, the name of the fund and contact information where interested parties can obtain requirements for contracting in relation to those funds. (44 III. Adm. Code 4.2005(w))
- 7.1.6 Availability of Appropriation (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.
- 7.2 Assignment and Subcontracting: Any resulting contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive

pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of this solicitation.

- 7.3 Audit / Retention of Records: Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records (30 ILCS 500/20-65).
- **7.4 Time is of the Essence**: Time is of the essence with respect to Vendor's performance of any resulting contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the University.
- **7.5 No Waiver of Rights**: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- **7.6 Force Majeure**: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 7.7 Confidential Information: Each Party to any resulting contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under that contract. Vendor shall presume all information received from the University or to which it gains access pursuant to this solicitation and resulting contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all confidential data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- **7.8 Freedom of Information Act**: This solicitation and any resulting contract and all related public records maintained by, provided to, or required to be provided to the University are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in the resulting contract. (5 ILCS 140)
- 7.9 Use and Ownership: All work performed or supplies created by Vendor under any resulting contract, whether written documents, data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the University is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the University all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the University may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of the executed contract.
- 7.10 Indemnification and Liability: The Vendor shall indemnify and hold harmless the University, its Board of Trustees, the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including inhouse and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
- 7.11 Insurance: Vendor shall, at all times during the term and any renewals, maintain and provide upon request a Certificate of Insurance naming the University and its Board of Trustees as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the University. Vendor shall provide at a minimum: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Nonowned Auto, in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage); and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

The Vendor shall cause a Certificate of Insurance to be issued showing the following required coverage in no less than the minimum coverage limits listed below. The insurance companies providing coverage must have a B+:VI or better rating in the current edition of Best's Key Rating Guide. Contractor must agree to maintain such insurance for the duration of the project or the term for which services will be rendered.

A. Worker's Compensation and Occupational Diseases Illinois Statutory Limits Employer's Liability (Part B) \$500,000 per occurrence В. A minimum for each occurrence: \$ 2,000,000 Commercial General Liability (occurrence coverage) \$ 4,000,000 **General Aggregate** \$ 4,000,000 Products - Completed Operation Aggregate Personal and Advertising Injury \$ 1,000,000 \$ 100.000 Fire Damage C. Commercial Auto Liability, if applicable A minimum for each occurrence: **Combined Single Limit** \$ 1,000,000 OR \$ 1,000,000 **Bodily Injury Property Damage** \$ 1,000,000 Additional insurance requirements for this contract are checked below: Professional Liability – Specialty Errors and Omissions \$ 1,000,000 per claim \$ 3,000,000 in aggregate Professional Liability - Medical Malpractice \$ 1,000,000 per claim \$ 3,000,000 in aggregate **Employee Dishonesty** 150,000 each occurrence

Umbrella liability insurance may be used to meet the general liability coverage limit requirements.

Subcontractors must comply with the same insurance coverage requirements as Contractor. Subcontractors shall submit the required Certificate of Insurance through the primary Contractor.

With respect to the required Commercial General Liability insurance, The Board of Trustees of the University of Illinois shall be named as an additional insured. In order to meet this requirement, the following wording should appear on any Certificate of Insurance provided: "The Board of Trustees of the University of Illinois is an additional insured for any liability incurred by University arising from the activities of Contractor and/or Subcontractor performing work on behalf of Contractor."

With regard to both the Commercial General Liability and Auto Liability coverage, the coverage shall include coverage for liability due to loss and/or damage to specimens while in the care, custody and control of Successful Proposer, and specifically cover loss or damage due to freezer malfunction/failure.

If Professional Liability is required, when any professional services are performed in connection with this Contract, Professional Liability for Contractor and its employees and agents shall be maintained to include coverage for errors, omissions, and negligent acts related to the rendering of such professional services with limits not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. Coverage extensions shall include contractual liability. When policies are renewed or replaced, any retroactive date must coincide with, or precede commencement of services by Contractor or sub-contractor under this Contract. A claims-made policy that is replaced or not renewed must have an extended reporting period not less than two (2) years.

The Vendor shall furnish any original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Contract, and any renewal Certificate(s) of Insurance if coverage has an expiration or renewal date occurring during the term of this Contract to the University of Illinois, Purchasing Division, 809 S. Marshfield, m/c 560, Chicago, IL 60612. The receipt of any certificate does not constitute Contract by University that insurance requirements have been met. Failure of University to obtain certificates or

other insurance evidence from the vendor/contractor shall not be deemed a waiver by University. Failure to comply with insurance requirements may be regarded as a breach of contract terms.

- **7.12 Independent Contractor**: Vendor shall act as an independent contractor and not an agent or employee of the University.
- **7.13 Solicitation and Employment**: Vendor shall not employ any person employed by the University during the term of any resulting contract to perform any work under the contract. Vendor shall give notice immediately to the University's president or designee if Vendor solicits or intends to solicit University employees to perform any work under any resulting contract.
- **7.14 Background Check**: Whenever the University deems it reasonably necessary for security reasons, the University may require background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the University, does not pass the background checks.
- **7.15** Applicable Law: Any resulting contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference (44 III. Admin. Code 750). Any claim against the University arising out of a contract must be filed exclusively with the Illinois Court of Claims. (705 ILCS 505/8) The University does not waive sovereign immunity by entering into a resulting contract. The official text of cited statutes is incorporated by reference.
- 7.16 Compliance with the Law: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all licenses and permit requirements in the performance of the subsequent contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of any resulting contract.
- **7.17** Anti-Trust Assignment: If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the University rights, title and interest in and to the claim or cause of action.
- **7.18 Contractual Authority**: The University that signs the resulting contract shall be the only State entity responsible for performance and payment under the contract. If the Chief Procurement Officer, State Purchasing Officer, or authorized designee approves the contract prior to execution by a university, he / she does so as approving officer and shall have no liability, personal or otherwise, to Vendor.
- **7.19 Notices**: Notices and other communications shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, or by courier (UPS, Federal Express or other similar and reliable carrier) showing the date and time of successful receipt. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- **7.20 Modifications and Survival**: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this solicitation and any resulting contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination.

- **7.21 Performance Record / Suspension**: Upon request of the University, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The University may consider Vendor's performance under any resulting contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the University for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- **7.22 Schedule of Work**: Any work performed on University premises shall be done during the hours designated by the University and performed in a manner that does not interfere with the University, its personnel, or related operations.

7.23 Warranties for Supplies and Services

- 7.23.1 Vendor warrants that the supplies furnished under any resulting contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the University or furnished by the Vendor and agreed to by the University, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party.
- 7.23.2 Vendor shall insure that all manufacturers' warranties are transferred to the University and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the University's payment, acceptance, inspection, or failure to inspect the supplies.
- 7.23.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or University policies.
- 7.23.4 Vendor agrees to reimburse the University for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure to meet such warranties.

7.24 Reporting:

- 7.24.1 Vendor shall immediately notify the University of any event that may have a material impact on Vendor's ability to perform the contract.
- 7.24.2 By August 31 of each year, Vendor shall report to the University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. (30 ILCS 500/45-67 & 45-70) Vendor may be entitled to employment tax credit for hiring individuals in those groups. (35 ILCS 5/216, 5/217)

8. Supplemental Terms and Conditions

8.1	University Supplemental Terms and Conditions:			
		University Definitions		
		Required Federal Clauses, Certifications and Assurances		
		Public Works (construction and maintenance of a public work) prevailing wage and other requirements (820 ILCS 130/4)		
		Prevailing Wage (janitorial cleaning services, window cleaning services, building and grounds services, site technician services, natural resources services, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing, including all printing processes and operations involved in printing) (30 ILCS 500/25-60)		
		University Specific Terms and Conditions		
		Other (describe)		

8.2 Vendor Supplemental Terms and Conditions:

This is supplemental information that supports a vendor's response (e.g. a vendor's licensing agreement). This does not include exceptions to University specifications, terms and conditions, or any other part of this solicitation. Any exceptions must be listed in Section 9.

9. Vendor Exceptions and Confidential Information

Any exceptions and confidential information must be noted on this page. The University discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Vendor's response.

9.1 EXCEPTIONS TO STANDARD TERMS AND CONDITIONS

Vendor agrees with the terms and conditions set forth in the solicitation, including the standard terms and conditions, University supplemental provisions, certifications, and disclosures, with the following exceptions:

Page # / Section /	State the exception such as "add," "replace," and / or "delete."
Subsection #	

9.2 CONFIDENTIAL INFORMATION

You must include a redacted copy of your response.

Page # / Section /	State the information being claimed as confidential and the statutory basis
Subsection #	for each claim. Include supporting information.

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If requested, provide references according to the instructions below. All references must be established firms or government agencies other than the procuring University that can attest to Vendor's experience and ability to perform the contract that is the subject of this solicitation. These references will be contacted.

Type of References: Medical Courier Service exclusive for medical /laboratory services.

Number of Each Reference Type: Three references

1. Firm / Government / University (name):

Contact Person (name, email address, address, and phone):

Date of Supplies / Services Provided: Type of Supplies / Services Provided:

2. Firm / Government / University (name):

Contact Person (name, email address, address, and phone):

Date of Supplies / Services Provided: Type of Supplies / Services Provided:

3. Firm / Government / University (name):

Contact Person (name, email address, address, and phone):

Date of Supplies / Services Provided:

Type of Supplies / Services Provided:

4. Firm / Government / University (name):

Contact Person (name, email address, address, and phone):

Date of Supplies / Services Provided:

Type of Supplies / Services Provided:

11. Form A or B

STOP - Please read the following instructions carefully.

If you <u>ARE NOT registered</u> in the Illinois Procurement Gateway (IPG) and <u>do not have</u> an active IPG Registration Number with an unexpired date, **you must complete and attach Form A** which can be found at: http://www.illinois.gov/cpo/HigherEd/Documents/Form%20A.docx.

To verify registration, go to the Illinois Procurement Gateway (https://ipg.vendorreg.com) and search the "IPG Registered Vendor Directory".

If you do not find your company name, you will need to complete and submit your Illinois Vendor Registration on the website AND <u>you must submit FORM A with your solicitation response</u>.

If you <u>ARE registered</u> in the Illinois Procurement Gateway and <u>have</u> an active unexpired IPG registration number, you must complete and attach Form B which can be found at: http://www.illinois.gov/cpo/HigherEd/Documents/Form%20B.docx.

Failure to provide the correct form may render the submission non-responsive and will result in disqualification.

END OF DOCUMENT