

DATE: 06/28/2024

NON-CONSTRUCTION CONTRACT SOLICITATION NOTICE

MTA- HQ IS NOW ADVERTISING FOR THE FOLLOWING:

SSE #: 0000477525

OPENING/DUE DATE: 08/06/2024

TYPE OF SOLICITATION: IFB

DOCUMENT AVAILABILITY DATE: 07/01/2024

SOLICITATION TITLE: **Diagnostic Testing Services**

DESCRIPTION: The Contractor(s) shall furnish all labor, materials, and equipment necessary and incidental for the purposes of providing laboratory services for the detection of lead in the blood and/or urine specimens of Authority employees. Specifically, the Contractor(s) shall furnish a supply of non-metallic, tamperproof blood specimen and urine containers; transport blood and/or urine specimens from the Authority’s collection sites to the Contractor(s) facilities; test and analyze the specimens; supply test results and reports; maintain records, and provide expert witness testimony, as required. The Contractor(s) shall furnish qualified laboratory and professional personnel including pathologists and medical technologists who are licensed and/or certified in accordance with New York State Department of Education rules and regulations. The Authority reserves the right to request copies of all professional personnel credentials and certifications.

Funding: 100% Operating

Goals: N/A

Est \$ Range: \$500K - \$1M

Contract Term: 5 Years

*****PLEASE SEE THE ATTACHED SCOPE OF WORK FOR ADDITIONAL INFORMATION *****

() PRE-BID CONFERENCE

DATE:

TIME:

() SITE TOUR N/A

DATE:

TIME:

PLACE:

FOR MORE INFORMATION, PLEASE CONTACT:

PROCUREMENT REPRESENTATIVE: Ramzi Bashjawish

EMAIL: ramzi.bashjawish@mtabsc.org

SCOPE OF WORK
Diagnostic Screening Services

The Contractor(s) shall furnish all labor, materials, and equipment necessary and incidental for the purposes of providing laboratory services for the detection of lead in the blood and/or urine specimens of Authority employees. Specifically, the Contractor(s) shall furnish a supply of non-metallic, tamperproof blood specimen and urine containers; transport blood and/or urine specimens from the Authority's collection sites to the Contractor(s) facilities; test and analyze the specimens; supply test results and reports; maintain records, and provide expert witness testimony, as required.

The Contractor(s) shall furnish qualified laboratory and professional personnel including pathologists and medical technologists who are licensed and/or certified in accordance with New York State Department of Education rules and regulations. The Authority reserves the right to request copies of all professional personnel credentials and certifications.

I. Basic Testing Services

A. The Contractor(s) shall perform the following on an as needed basis:

1. Performance of Lead Testing on blood specimens. In addition, measurement of Erythrocyte Protoporphyrin via the Zinc Protoporphyrin (also called ZPP or ZEP tests) will also be performed on blood specimens.
2. Complete blood count (CBC) must include the differential and platelet count.
3. Basic Metabolic Panel (BMP): sodium, potassium, chloride, HCO₃, glucose, and BUN.
4. **The Contractor must submit a timely confirmation of an abnormal lead test result** (i.e., a blood lead level at or above 40 micrograms per deciliter (ug/dl) of whole blood) to the Authority's Medical Director, or designee (refer to OSHA 1926.62). The Medical Director, or authorized designee, may order a follow-up test. The test, which shall include, but not be limited to, Lead and ZPP, CBC, and B-6 laboratory services. A Comprehensive Metabolic Panel may be substituted for the BMP.
5. Urine analysis w/microscopic examination of urine.
6. Creatinine (serum).
7. 24-hour urine for protein quantification, creatinine clearance and lead.
8. Blood chemistry to include a SMA-24 record.
9. Mercury testing.

- B. The test result shall include the employee's BSC identification number (i.e., Name, Pass number and last four digits of the Social Security number), test names, results, reference range, date and time of collection, and units used.
- C. The Contractors' laboratory performing such tests shall have accuracy to a confidence level of 95% within $\pm 5\%$. The Contractor's laboratory shall have a satisfactory grade in lead proficiency testing from such agency within the past 12-month period. The Contractor's laboratory shall also have an established internal quality control program and make records of such program available if requested.
- D. The Contractor(s) shall transmit normal test results to the Authority via mail to the Project Manager within five (5) business days between the hours of 8:00 a.m. and 4:00 p.m. Eastern Standard Time. In addition, the Project Manager reserves the right to request the Contractor(s) to send a composite report of all test results for the prior week to the Project Manager via U.S. Express Mail.

II. Additional Tests

Occasionally, the Authority's Project Manager may request that specialized blood and/or urine tests be performed for Authority employees including, but not limited to, the following list: sperm cell counts, delta aminolevulinic acid, coproporphyrin in the urine, and dark-field illumination in red blood cells. The Contractor(s) shall provide the Authority with test tubes for the additional tests, as required, at no additional charge. In addition, the Authority's employee shall be billed directly for all services rendered for the provision and analysis of specialized blood and/or urine test results.

III. Miscellaneous Tests

Also, on an ad hoc basis, Occupational Health Services' Medical Director may request the performance of additional miscellaneous laboratory testing for Transit employees. The additional tests shall be performed concurrent with their lead testing. The testing shall be performed at the 300 Cadman Plaza Laboratory. On rare occasions, various unanticipated miscellaneous tests not listed below may be deemed appropriate by the Medical Director and should be billed at the vendor's prevailing rate. The following miscellaneous tests for staff shall include, but not be limited to, MA 18 or 23; Urinalysis; Thyroid Function; Prothrombin Time (PT); Partial Prothrombin Time (PTT); International Normalized Ratio (INR); 24-hour Urine; Hepatitis Panel w/RFX; AC PSA; Total Hemoglobin A1c Lipid Panel; Comp Metabolic Panel; CBC (Including Diff/Plt), etc.

IV. Contract Performance

- A. The Contractor(s) shall perform the services in a competent, skillful, and professional manner in accordance with all applicable city, state and federal regulations pertaining to lead testing.

B. The Contractor(s) is required to pick-up all urine and blood specimens at the following Collection Site locations:

1. Medical Assessment Center 1 (MAC 1)
300 Cadman Plaza, 2nd Floor Laboratory
Room 2500
Attn: Lab Manager
2. Medical Assessment Center 3 (MAC 3)
3961 10th Avenue
New York, New York 10034
Attn: Head Nurse
3. Medical Assessment Center 5 (MAC 5)
2556 McDonald Avenue
Brooklyn, New York 11223
Attn: Head Nurse
4. Medical Assessment Center 7 (MAC 7)
735 Bay Street, 1st Floor
Staten Island, NY 10304
Attn: Head Nurse
5. Medical Assessment Center 9 (MAC 9)
97-11 222nd Street, 2nd Floor
Queens Village, NY 11429
Attn: Head Nurse
6. Metro North Railroad OHS Medical Facility (MNR)
420 Lexington Avenue
Graybar Building, 22nd Floor
New York, NY 10017
Attn: Head Nurse
7. Long Island Railroad OHS Medical Facility (LIRR)
300 Old Country Road, Suite 151
Mineola, New York 11501
Attn: Head Nurse

C. The Project Manager or designee shall identify and provide the Contractor(s) with the name of the MAC 1 Deputy Medical Director and MAC managers after the Notice of Award. The Authority reserves the right to substitute alternate Collection Sites and/or add new collection sites to the above list at no additional cost. 24-hour pick-up is required at all sites.

- D. Pick-up of blood and urine specimens shall be made within twenty-four (24) hours of oral notification by the Authority's Project Manager. The Contractor(s) shall pick-up urine and blood specimens between the hours of 2:00 p.m. and 4:00 p.m. each business day, Monday through Friday (excluding holidays) at the Collection Sites set forth above. Refer to Attachment A for the Transit holidays.
- E. Prior to removal of the urine and blood specimens from each Collection Site, the Contractor's representative will be furnished with a list containing the total number of specimens (the "Specimens List"). The Contractor's representative shall ensure that the exact total number of specimens on the furnished Specimens List is accounted for.
- F. The Contractor's representative shall sign a receipt thereby acknowledging the number of specimens collected at each pick-up. Specimens must be secured during transport to the Contractor's laboratory facility.
- G. All pick-up problems associated with transport of the specimens must be communicated to the Authority's Project Manager or authorized designee and/or discrepancies shall be noted on the Test Result Form.
- H. Within five (5) business days of each pick-up, the Contractor(s) shall provide normal written Test Result Forms (see section entitled Requisition and Test Result Forms) to the Authority's Deputy Medical Director, or authorized designee for each specimen by mail. In the interim, as the Authority deems necessary, the Contractor(s) may submit results by fax.
- I. **Any abnormal test result** (i.e., blood lead level **at or above 40 micrograms per deciliter** (ug/dl) of whole blood) must be relayed to the Authority's Deputy Medical Director, or authorized designee, via fax, **no later than 48 hours** after such abnormality is discovered.

Miscellaneous and/or expedited test results must be relayed to the Authority's Deputy Medical Director, or authorized designee, via fax, within two (2) business days.

- J. The Contractor(s) shall furnish and deliver all "Collection Site Supplies" including blood tubes, specimen bags, and Specimen Lock Boxes, as required for the storage and preservation of samples for testing, and bar-coded pre-printed requisition forms in quantities to handle approximately: 350 annual lead & zinc (ZPP) tests; 20 annual lead, zinc, and CBC SMA-6 (or SMA-8) tests; and 10 annual mercury tests.
- K. In addition, the Contractor(s) will furnish and deliver phlebotomy supplies, including tourniquets, available in Contractor's inventory.
- L. The supplies shall be delivered to each of the MAC locations, listed in item B. above, upon request of the MAC Manager and/or the Project Manager. The Authority shall have the right to increase and/or decrease the "Collection Site Supplies", as necessary.

M. If the Contractor(s) require the use of subcontracted courier services, the Contractor(s) must provide information with regard to the courier's record of service and reliability and obtain the approval of the Authority's Project Manager utilizing any such sub-Contractor(s).

V. Expert Witness Testimony

Within three (3) business days of the Authority's notification, the Contractor(s) shall provide the Authority with:

1. A licensed clinical director or other comparably qualified representative of Contractor's to testify in any judicial and/or administrative hearings as to any and all aspects of Contractor(s) performance hereunder including specimen transport, test analysis and test results, and
2. Other services related to support of litigation or administrative hearings.

Such proceedings will generally be held in the New York Metropolitan area. In the event that the transport of a particular specimen was performed by a courier who was other than a Contractor(s) employee, the Contractor(s) shall make best efforts to secure the testimony of such courier.

The Authority shall reimburse the Contractor(s) for any reasonable and verifiable out-of-pocket travel expenses, including meals and hotel, if required for expert witness testimony services. Reimbursement shall only be allowable when expert witness travels more than 50 miles from home or office, or 50-mile radius of New York City, whichever is the shortest distance. Reimbursement shall be in accordance with all established MTA New York City Transit travel reimbursement policies.

The Contractor(s) shall be responsible for maintaining accurate, current residency information for all its current employees. Contractor(s) shall also retain, for a period of ten (10) years, the last known address as of the date that an employee leaves its' employ, in connection with any testing which may be involved in legal proceedings (this applies to key personnel such as Directors, Managers, Supervisors, and to all Contractor's employees who are performing work under this Agreement).

Should the Authority cancel a request for any expert witness in the 24-hour period (including non-business days) prior to the date scheduled for the witness appearance, the Contractor shall be entitled to the no-show fees as set forth in the PRICE SCHEDULE.

VI. Requisition and Test Result Forms

The Contractor(s) must submit sample Requisition and Test Result Forms to the Deputy Medical Director, or authorized designee for review and approval. The Contractor(s) must

submit the samples within five (5) business days after the issuance of the Notice of Award. The Requisition and Result Forms shall have the following characteristics:

1. The Requisition Form must be a two-page carbon-less copy document which shall accompany each blood and/or urine specimen submitted for analysis by MTA New York City Transit. Each Requisition Form must note a unique account number for each Medical Assessment Center. The Form must also include space for employee information (e.g., name, gender, date of birth, and Employee Identification Number which is the Employee Pass Number and the last four digits of the Social Security Number). The specimen information must also be noted (e.g., date and time of collection).
2. The Test Result Form must be a computer-generated document which includes all of the aforementioned information noted on the Requisition Form and the data derived from the blood tests performed. The Result Form must also note if the results are normal or abnormal and the range. The specimen collection date, site (e.g., the Medical Assessment Center) lab receipt date and the report date must also be part of the Result Form. Each specimen must also reflect a unique Specimen Identification/Accession Number.
3. Separate forms with separate account numbers are required for each MAC location.

The Test Result Form is a typewritten form or a computer printout that sets forth the employee's Transit identification number (i.e., Name, Pass Number and last four digits of the Social Security Number) and test data derived from the blood tests performed.

The Test Result Form shall also contain space for the employee's last name, first name, middle initial, date of birth, age and gender.

The Requisition and Test Result Forms shall be delivered to each of the MAC locations, listed above, upon request of the MAC Manager and/or authorized designees.

VII. Records Maintenance and Reports

The Contractor(s) must maintain records for all laboratory tests performed on a monthly basis. The Authority reserves the right to audit the records and provide the Contractor(s) with proper notice, as required.

All record summaries, statistics and reports shall be maintained or submitted by the Contractor(s) in a manner satisfactory to the MTA New York City Transit. The Contractor(s) shall maintain any and all medical record resulting from this contract for a ten (10) year period. In addition, the Contractor(s) must be capable of reproducing any record within the aforementioned ten (10) year retention period subsequent notice from the Project Manager, or approved designee. All records must be court defensible.

VIII. Lead Test Record Destruction Guidelines

OHS requires that document destruction, permissible after a ten-year retention period, of any and all medical records (paper, film, electronic, etc.) generated as a result of authorized referrals to and/or by outside medical specialists be in accordance with NYCT Corporate Records Administration Policy and Procedures Manual for the Management of Electronic Records Book 2 (2007) and the Records Retention Schedule Revised 2004 as per the following:

1. The Contractor's Record Manager (CRM) must submit a manifest of the lead test records deemed obsolete to OHS' Director, Medical Surveillance & Correspondence.
2. The Contractor shall hold the Authority harmless and ensure that all sub-contractors comply with this procedure.
3. The CRM must physically destroy the records in a controlled manner as a regular course of business.
4. The records must be destroyed in a manner which makes them irretrievable and unreadable.
5. A documented witness from the Contractor's organization shall be present to observe destruction of NYCT records by the CRM. Record type, date, and method of destruction shall be documented.

IX. Security and Confidentiality

The records for each laboratory test conducted pursuant to this Agreement shall be kept and maintained by the Contractor(s) in a confidential manner. The Authority reserves the right to request a copy of the Contractor's Chain of-Custody after the Notice of Award.

The Contractor(s) shall continue to safeguard any and all test records resulting from Authority laboratory service requests against destruction, disclosure, or loss after termination of this Agreement or any subsequent Agreement for as long as such records are in the custody of the Contractor(s).

X. Electronic Health Record Transfers – FOR INFORMATIONAL PURPOSES ONLY

Electronic health record management is advantageous in the future. Thus, it is desirable that the prospective contractor has the capability to easily transition and implement an electronic health record transfer system.

The Authority implemented an electronic medical record system (i.e. Cority) in July 2018 and reserves the right, during the contract term, to request the Contractor(s) to make its best efforts to create and/or utilize a Protected Health Information system which shall be

used to disseminate and receive all lead blood tests and/or urine specimen tests for Authority employees.

If the Authority opts to implement an electronic health transfer system, it will be desirable for the Contractor(s) to scan and electronically transmit, retrieve documents (e.g. lead blood and/or urine test result reports, etc.) and save certain Protected Health Information through the Medgate electronic health system. The Authority will create a File Transfer Protocol (FTP) site and provide the Contractor(s) with access to the site to transmit and retrieve the Authority documents. The documents will be saved with specific naming conventions and automatically processed by an interface to upload such documents directly into the Authority's electronic medical record system. The documents shall reside in the employee documents tables through the creation of a log file.

1. The Authority reserves the right, whenever practicable, to electronically transmit confidential blood lead and/or urine test requests to the Contractor(s).
2. In the event NYCT intends to utilize an electronic transfer process, the Authority reserves the right to require the Contractor(s) to implement a secure electronic and verifiable electronic process no later than ninety (90) days after notice by the Medical Director, or authorized designee. The Authority's Medical Director, or authorized designee, shall review, test and validate the electronic process to ensure that it meets or exceeds Authority approved standards prior to implementation of the electronic transfer system.
3. The Authority shall advise the Contractor(s) by written notice ("the Notice") when and if it completes the implementation of an electronic file transfer system and will supply the Contractor(s) with a copy of the final specifications for such system
4. The Contractor(s) shall exercise their best efforts, with the cooperation of the Authority, to modify its means of transmission to the Authority so that within ninety (90) days of the Notice, all test results are sent to the Authority via electronic transmission. Toward this end, within two weeks of the date of the Notice, the parties shall jointly establish formal written milestones for achieving the modification of Contractor's means of transmission within the specified time frame. The Contractor(s) must advise the Project Manager, or authorized designee, of any anticipated delay in meeting this time frame or any of the established milestones, detailing the cause of any such delay.
5. Once the parties have established the capability for electronic transmission, all test results shall be returned to the Authority's Project Manager via electronic transmittal as well as a hard copy sent via mail to the Authority's Project Manager. Unless the Authority's Project Manager approves an alternate methodology for electronic transmission, the Contractor(s) shall transmit individual test results to the Authority's FTP server.
6. The Contractor(s) shall transmit the test results no more than once a day, and one business day of the finalization of test results. The file containing the results must be an

ASCII text file in a format/layout subject to prior approval by the Authority's Project Manager.

7. Each record must be complete, including employee identifying information and test results and, where applicable, an indication that tests were not conducted. If the Authority's within FTP server is not available, the Contractor(s) shall continue to attempt to transmit the file for 24 hours after which time the Contractor(s) shall send the file via overnight mail addressed to: MTA NYC Transit Authority - Attn: Deputy Medical Manager Director- MAC 1- 300 Cadman Plaza Room 2nd Floor, Brooklyn, New York 11201.
8. Each record must be complete, including employee identifying information.
9. The Contractor(s) shall transmit data files to the Authority subject to and in accordance with the Authority's FTP Policy which shall be provided as necessary. This policy requires the Contractor(s) to use the F-Secure encryption software and provide transit with a static IP address or static NAT. Information about F-Secure is available at www.f-secure.com. The Contractor(s) must obtain an Authority TIS Security "User I.D." and password and agree to adhere to the Authority's FTP policy.
10. The results of each test conducted pursuant to this Agreement shall be transmitted by the Contractor(s) in a manner designed to protect the confidentiality of the information.
11. The Contractor(s) shall provide toll-free technical phone support with full availability 8:00 a.m. to 6:00 p.m. Eastern Standard Time, Monday through Friday (except for Authority Holidays). This support will be staffed by a technical liaison(s) capable of resolving any issues or problems with the test results, billing data and/or electronic transmissions. The Contractor(s) shall resolve any problem that may arise with test results data within 24 hours from the time the problem is initially reported to the Contractor(s), and in such manner as specified by the Authority's Project Manager. The Contractor(s) shall resolve any problem that may arise with billing data within 96 hours from the time the problem is initially reported to the Contractor(s), and in such manner as specified by the Authority's Project Manager. These services are to be provided at no additional charge to the Authority.
12. The Contractor(s) shall scan and electronically transmit, retrieve documents (e.g., lead blood and/or urine test result reports, etc.) and save certain Protected Health Information through the CORITY electronic health system. The Authority will create a File Transfer Protocol (FTP) site and provide the Contractor(s) with access to the site to transmit and retrieve the Authority documents. The documents will be saved with specific naming conventions and automatically processed by an interface to upload such documents directly into the Authority's electronic medical record system. The documents shall reside in the employee documents tables through the creation of a log file.

XI. Invoice Administration

The Contractor(s) shall submit invoices to the Authority monthly on business letterhead, which clearly and concisely notes the following:

- Authority Purchase Order Number
- Invoice date
- Contractor Invoice number
- Invoice service period
- Clear and concise description of services rendered for the invoice period.

The original invoice must be mailed to:

MTA Business Service Center
333 W. 34th Street
New York, NY 1000

Or emailed to: invoice@mtabsc.org

A duplicate original must be mailed to:

NYC Transit, Administration & Budget
300 Cadman Plaza, 8th Floor
Brooklyn, New York 11201
Attn: CHARYN Levy

Or emailed to: Charyn.Levy@nyct.com

Attachment A

Metropolitan Transportation Authority Observed Holidays

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. The Day after Thanksgiving Day
11. Christmas Day