

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

REVISED
SCOPE OF WORK
MTA Occupational Health Services
Diagnostic Screening Services

In this Scope, the word “Authority refers to whichever MTA agency for whom the applicable services are being performed. MTA Agencies may include, but not be limited to: New York City Transit, MTA Bus, Metro North Railroad, Long Island Rail Road, and Bridges & Tunnels. The testing services provided under this agreement are mandated by the federal Occupational Safety and Health Administration (OSHA) and are provided to the applicable agencies pursuant to the agencies’ obligations under OSHA.

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 and all other testing identified herein. 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 Contactor(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. Urine analysis w/microscopic examination of urine.
5. Creatinine (serum).
6. 24-hour urine for protein quantification, creatinine clearance and lead.
7. Blood chemistry to include a SMA-24 record.
8. Mercury testing.

- B. The test result shall include the employee's identifying details (Name, MTA Business Service Center, identification number, and last four digits of the Social Security number), test names, results, reference range, date and time of collection, and units used.
- C. **Any abnormal test result** (i.e., blood lead level **at or above 40 micrograms per deciliter** (ug/dl) of whole blood) must be transmitted to the Authority's Medical Records Unit or authorized designee, via encrypted fax (that complies with HIPPA and MTA cybersecurity requirements) to approved efax (718-744-2783) **within 24-48 hours (no later than 48 hours)** after such abnormality is discovered. The medical records unit will forward such records to the Deputy Medical Director or authorized designee.
- D. The Authority's Medical Director ("Medical Director") , or authorized designee, may order a follow-up test(s), which may include, but not be limited to, Lead and ZPP, CBC, and B-6 laboratory services. A Comprehensive Metabolic Panel may be substituted for the basic metabolic panel ("BMP").
- E. The Contractor(s) shall transmit **normal test results** to the Authority's Medical Records Unit within five (5) business days between the hours of 8:00 a.m. and 4:00 p.m. Eastern Time. The transmission shall be via encrypted fax (that complies with HIPPA and MTA cybersecurity requirements) to approved eFax (718-744-2783) . The Medical Records unit will forward such records to the Deputy Medical Director) or authorized designee In addition, the Authority's Project Manager ("Project Manager") reserves the right to request the Contractor(s) to send a composite report of all test results for the prior week.
- F. Upon implementation of the Authority's Medical Document System (anticipated 2025), the Contractor shall commence uploading all test results to the Document System (see Section X, below).
- G. 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 current and active satisfactory grade in lead proficiency testing from a regulatory agency with appropriate State jurisdiction 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.

II. Miscellaneous Tests

On rare occasions, the Occupational Health Services' Medical Director may request the performance of specialized and/or miscellaneous laboratory testing for Authority's employees. The miscellaneous tests for staff may 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. The additional tests shall be performed concurrent with their lead testing.

Miscellaneous tests, not specified in the Price Schedule, shall be billed at the vendor's usual charge for the service(s) for a client similarly situated to MTA, where there is no insurance or governmental program involved.

III. Contract Performance

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

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 West, 2nd Floor Laboratory
Room 2500
Brooklyn, New York 11201
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. 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)
Bridges & Tunnels OHS
MTA PD OHS
420 Lexington Avenue
Graybar Building, 22nd Floor
New York, NY 10017
Attn: Head Nurse

7. Long Island Rail Road 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 (with the names of the Medical Facility Deputy/Assistant Medical Directors and managers after the Notice of Award.
- D. The Authority reserves the right to substitute alternate Collection Sites and/or add new collection sites to the above list at no additional cost.
- E. Contractor shall pick-up blood and urine specimens twice (2x) daily at 10:00 AM and 4:00 PM including weekends and holidays at the 24-hour MAC 1 facility (No. 1, above), and once daily between the hours of 2:00 p.m. and 4:00 p.m. each business day, Monday through Friday (excluding holidays) at all other Collection Sites set forth above, unless instructed otherwise by the Project Manager. Refer to Attachment A for the MTA holidays.

Stat pick-ups, as requested on a rare, as-needed basis, shall also be provided.

- F. Prior to removal of the urine and blood specimens from each Collection Site, the Contractor's representative will be furnished with a requisition form (list containing the total number of specimens) (see section VI.1, below). The Contractor's representative shall ensure that the exact total number of specimens on the furnished requisition form is accounted for.
- G. 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.
- H. All pick-up or transport problems associated with the specimens must be promptly communicated to the Authority's Project Manager or authorized designee and all discrepancies and other problems shall be noted on the Test Result Form.
- I. Contractor shall transmit any abnormal test result within 24-48 hours of such abnormality being discovered and submit normal test results within five (5) business days of each pick-up, provided on Test Result Forms (see sections: I. Basic Testing Services, above; and VI.2. Test Results Form, below).
- J. The Contractor 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 as required by the individual facilities. For bidding purposes only, estimated aggregate quantities are: 600 annual lead & zinc (ZPP) tests; 63 annual lead, zinc, and CBC SMA-6 (or SMA-8) tests; and 15 annual mercury tests. The Contractor will

establish separate accounts for each MTA Agency against which the facility head nurse will submit requests, and the Contractor will deliver supplies to each Authority location as requested.

- K. In addition, the Contractor will furnish and deliver other phlebotomy supplies, including tourniquets, available in Contractor's inventory.
- L. The supplies shall be delivered to each of the medical facility locations, listed in item B. above, upon request of the location Manager and/or the Project Manager. The Authority shall have the right to increase and/or decrease its requirements for the "Collection Site Supplies", as necessary.
- M. The Contractor is solely responsible for the timeliness and reliability of all services performed to pick-up and transport specimens for delivery to the Contractor's facilities.

IV. Expert Witness Testimony

For the specific diagnostic screening services covered by this Scope of Services, the Authority does not anticipate a need for expert or chain of custody witness testimony. However, should expert witness or chain of custody witness testimony be required, within three (3) business days of the Authority's notification, the Contractor(s) shall provide the Authority with:

1. Contact Information (name, title, telephone number, email address and office address) for a licensed clinical director or other comparably representative of Contractor who is qualified to testify in a judicial or administrative proceeding as applicable, as to all aspects of Contractor(s) performance hereunder including specimen transport, test analysis and test result. Contractor shall require such qualified witness to cooperate with the Authority's attorney or other representative regarding preparation for giving testimony and testifying in such manner and pursuant to such schedule as requested by the representative.
2. Contract information for the chain of custody witness. Contractor shall require such chain of custody witness to cooperate with the Authority's attorney or other representative regarding preparation for giving testimony and testifying, in such manner and pursuant to such schedule as requested by the representative. If the witness was not or is not currently a contractor employee, the Contractor(s) shall make best efforts to secure the testimony of such courier.
3. Other services related to support of litigation or administrative hearings.

Such judicial or administrative proceedings will generally be held in the New York Metropolitan area.

The Authority shall reimburse the Contractor 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 the witness must travel more than 50 miles from home or office, or a 50-mile radius of New York City, whichever is the longest distance. Reimbursement shall be in accordance with all established Authority travel reimbursement policies.

The Contractor(s) shall be responsible for maintaining accurate, current residency information for all its employees. Contractor(s) shall also retain, for a period of no less than ten (10) years, the last known address as of the date that an employee leaves its' employ, where the employee was involved with any testing which may be involved in legal proceedings (this applies to key personnel such as Directors, Managers, Supervisors and, as applicable, to all other Contractor employees who are performing work under this Agreement).

VI. Requisition and Test Result Forms

Within five business days after issuance of the Notice of Award, the Contractor(s) shall submit sample Requisition and Test Result Forms to the Project Manager, for review and approval. 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 the MTA Authority. Each Requisition Form must contain a unique account number for each agency. The Form must also include space for employee information (e.g., first and last name date of birth, and Employee Identification Numbers (which are the Employee Pass and/or BSC ID Numbers). 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 the aforementioned information contained 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 contained on 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 MTA agency.

The Test Result Form is a computer printout that sets forth the employee's MTA agency 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 Requisition and Test Result Forms shall be delivered to each of the MTA medical facilities, listed above, upon request of the designated facility Manager and/or authorized designees.

VII. Records Maintenance and Reports

The Contractor shall maintain records, on a monthly basis, for all laboratory tests performed for each MTA Agency, in accordance with all applicable required standards and generally accepted practices. The Authority reserves the right to audit the records upon 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 Authority. The Contractor shall maintain all medical records resulting from this contract for a ten (10) year period. In addition, the Contractor shall, as requested by the Authority, reproduce any record within the ten (10) year retention period upon request by the Project Manager or approved designee. All records must be maintained in a manner that is sufficient to enable the records to be introduced into evidence at a judicial or administrative proceeding.

IX. Security and Confidentiality

The records for each laboratory test conducted pursuant to this Agreement shall be kept and maintained by the Contractor in a secure, confidential manner.

The Contractor(s) shall continue to safeguard 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 or control of the Contractor(s) (see section VII, above, for retention requirement).

X. MTA Electronic Health Records Systems

1. The Authority utilizes a Cority-based electronic medical record system and is in the process of developing a Medical Records Management System that will be utilized to: request testing; receive test results, invoices and other documents; route results and documents for review, approval and processing; and assign document-type(s) with specific naming conventions for proper storage and retrieval (currently anticipated implementation 2025). It is anticipated that the Contractor shall continue to fax test results to the encrypted eFax identified herein, and the system will retrieve and process all documents received by this eFax, until the records system is available for use.
2. As may be required to support the system-generated processing to correct work queues, the Authority reserves the right, during the contract term, to require the Contractor(s) to: establish API (interface) functionality; utilize additional eFax numbers; modify data fields (e.g. Account numbers, test types, etc.); and/or other changes in the transmittal of testing results and reports.
3. The Authority reserves the right, whenever practical, to electronically transmit confidential blood lead and/or urine test requests to the Contractor, when referring employees to a Contractor facility for specimen collection. When required, Contractor shall bill at its usual charge for the service(s) for a client similarly situated to MTA, where

there is no insurance or governmental program involved.

4. The Contractor(s) shall transmit the test results for Contractor administered tests on the same schedule provided in Section I, above, unless modified by the Project Manager. no more than once a day, and within 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.
5. Each record must be complete, including employee identifying information and test results (see section IV, above) and, where applicable, an indication that tests were not conducted. If the Authority's FTP server is not available, the Contractor(s) shall continue to attempt to transmit the file for 24 hours after which time the Contractor shall send the file via overnight mail addressed to: MTA Medical Records - 300 Cadman Plaza West, 8th Floor, Brooklyn, New York 11201.
6. If available to Contractor's employer clients, the Authority requests access by designated Authority personnel to the Contractor's portal that houses the test status and results, to enable the Authority to have access to a test result as may be required in advance of transmission.

XI. Customer Support

The Contractor(s) shall provide toll-free technical phone support with full availability 8:00 a.m. to 6:00 p.m. Eastern 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 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, 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.

XII. Invoice Administration

1. The Contractor(s) shall submit monthly invoices for each individual MTA agency 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 either 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 either be mailed to:

Occupational Health Services, Administration & Budget
300 Cadman Plaza West, 3rd Floor
Brooklyn, New York 11201
Attn: OHS Accounts Payable

Or emailed to: OHSInvoices@mtahq.org

2. 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.
3. The Authority is developing a Medical Document Imaging System (anticipated in 2025). Once operational, the duplicate original invoices will be submitted to the document system in accordance with instructions from the Authority, in lieu of to the Administration & Budget address/email.

Attachment A: MTA Holiday Schedule

- END OF SCOPE OF WORK -

Attachment A

Metropolitan Transportation Authority Observed Holidays
(Observed holidays may vary slightly for individual agencies)

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