



Winnebago County, Illinois - Purchasing Department

404 Elm Street Room 202

Rockford, Illinois 61101

Phone: (815) 319-4380

General Email: Purchasing@WinColl.us

<http://www.WinColl.us/>

INVITATION FOR BID	18B-2143	BID ISSUE DATE	4/11/18
BID DESCRIPTION	WCHD LABORATORY SERVICES-RE-BID		
BID OPENING DATE	4/27/18	BID OPENING TIME	9:30 A.M.
SUBMIT ONE (1) ORIGINAL, PLUS ONE (1) COPY		BOND REQUIRED	NONE

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bid for Winnebago County Health Department Laboratory Services to be furnished and delivered, shipped F.O.B., to the address specified herein. The original bid, and the required number of copies, must be received in a sealed envelope that has your name and address in the UPPER left corner and the attached Return label filled in and attached on the LOWER left corner.

All bids are subject to staff analysis. Winnebago County reserves the right to accept or reject any and all bids received and waive any and all technicalities. Bids must be delivered to:

WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202, ROCKFORD, IL 61101

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME IN THE PROCUREMENT SERVICES DIVISION. LATE BIDS WILL NOT BE CONSIDERED.

Any communication regarding this invitation between the date of issue and date of award is required to go through the Director of Purchasing. FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED.

Sincerely,

Ann Johns
Director of Purchasing

NAME OF BIDDER	
CONTACT PERSON	
TELEPHONE	
EMAIL	

COUNTY OF WINNEBAGO, ILLINOIS

CALL FOR BIDS

PROJECT NAME	WCHD LABORATORY SERVICES
USER DEPARTMENT	WINNEBAGO COUNTY HEALTH DEPARTMENT

EVENT	LOCATION	DATE	TIME (CST)
LEGAL ADVERTISEMENT	ROCKFORD REGISTER STAR WEBSITE: HTTP://WINCOIL.US/	4/11/18	N/A
NON-MANDATORY PRE-BID CONFERENCE			
DEADLINE FOR INQUIRIES, EXCEPTIONS AND QUESTIONS	MUST BE SUBMITTED IN WRITING TO: AJOHNS@WINCOIL.US	4/17/18	9:00 A.M.
RESPONSE TO QUESTIONS OR INQUIRIES AND ISSUE OF ANY ADDENDUM	VIA E-MAIL	4/19/18	NOON
BID DUE AND PUBLIC OPENING	PURCHASING DEPARTMENT ROOM 202	4/27/18	9:30 A.M.

ALL BIDS MUST BE ENCLOSED IN SEALED ENVELOPES MARKED:

“WCHD LABORATORY SERVICES-RE-BID”

Information is available from the Purchasing Department, Winnebago County Administration Building, 404 Elm Street, Room 202, Rockford, Illinois 61101. Telephone: (815) 319-4380, Email: AJohns@WinCoIL.us.

The documents constituting component parts of the Bid Form are the following:

- I CALL FOR BIDS**
- II REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS**
- III GENERAL CONDITIONS**
- IV SPECIAL CONDITIONS**
- V BID SPECIFICATIONS**
- VI BUSINESS ASSOCIATE AGREEMENT**
- VII BID FORM**
- VIII BUSINESS REFERENCES**
- IX BIDDER’S SUBCONTRACTORS**
- X RETURN BID LABEL**

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

SUBMISSION OF BIDS

The Bidder, by its officers, agents or representatives (hereafter referred to as the Bidder), shall be responsible for delivery of bids to the Purchasing Department before the date and hour set for the opening of bids. *Late bids will not be considered and will be returned unopened.*

All bids must be received in a sealed envelope that has your name and address in the UPPER left corner and the attached Return label filled in and attached on the LOWER left corner.

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope. You must allow sufficient time for processing through the County's internal mailroom system.

PREPARATION OF BID

The Bidder must submit a bid on the forms furnished by the Winnebago County Purchasing Department. All blank spaces on the bid form must be filled in. Use "N/A" or "None" where applicable.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the bid pricing page. The Bidder must bid in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the County and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail.

Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared based on number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered.

Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership, or signed in the name of a corporation by an officer whose title shall be stated. Bids shall be sealed in an envelope and marked as required in the instructions. The bid is contained in these documents and must remain attached hereto when submitted.

ENTIRE AGREEMENT

These Standard Terms and Conditions of the Bid shall apply to any contract or order awarded as a result of this Bid except where special requirements are stated elsewhere in the Bid; in such cases the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by the contracting authority.

DEVIATIONS, EXCEPTIONS OR ALTERNATES

Deviations, exceptions or alternates from terms, conditions, or specifications shall be described fully, on Bidder's letterhead, signed, and attached to the Invitation for Bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the Bidder

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shall be held liable. Bidders are cautioned to avoid making deviations and exceptions to the specifications, which may result in rejection of their bid. If deviations, exceptions or alternates are submitted, it is the Winnebago County Director of Purchasing's sole and final decision whether specifications have been met and will be considered for award.

ELECTRONIC TRANSMITTALS

Facsimile and/or e-mail transmitted bids will not be accepted by Winnebago County. In addition, Winnebago County will not transmit facsimile specifications to the Bidder.

END OF REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

ADDENDUM AND SUPPLEMENT TO THE BID

If it becomes necessary or advisable to revise any part of this Bid or if additional data is necessary to enable the exact interpretation of provisions of this Bid, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

In the event that any addenda to this Bid are issued, a public posting a minimum of 7 days will be adhered to, and could result in a revised date for the opening of this bid.

Addendum information is available at the County's website <http://WinColl.us/> We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

CANCELLATION

The County of Winnebago reserves the right to cancel any contract in whole or in part without penalty due to failure of the contractor to comply with terms, conditions and specifications of this contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Bidder certifies, by submission of this bid or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation.

Additionally, for all new contractors and vendors to be paid, the Purchasing Department will review the Federal and State Excluded Parties List System prior to requesting the vendor be created in our accounting system.

CHANGES

Winnebago County reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County and the successful Bidder.

The Purchasing Department shall issue to the successful Bidder a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

COMPLIANCE WITH LAWS

All services, work and materials that in any manner affect the production, sale, or payment for the product or service contained herein must comply with all Federal, State, County and Municipal laws, statutes, regulations, codes, ordinances and executive orders in effect now or later and whether or not they appear in this document, including those specifically referenced herein. The successful bidder must be authorized to do business in the State of Illinois, and must be able to produce a Certificate of Good Standing with the State of Illinois upon request.

Bidder/Contractor must obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Bidder/Contractor must require any and all subcontractors

to do so. Failure to do so is an event of disqualification and/or default and may result in the denial of this bid and/or termination of this Agreement.

In the event Federal or State funds are being used to fund this contract; additional certifications, attached as addenda, will be required. Lack of knowledge on the part of the vendor will in no way be cause for release of this obligation. If the County becomes aware of violation of any laws on the part of the vendor, it reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary.

COST OF BID

Expenses incurred in the preparation of bids in response to this bid is the bidder's sole responsibility.

FREEDOM OF INFORMATION

Any responses and supporting documents submitted in response to a bid will be subject to disclosure under the Illinois Freedom of Information Act. The County will assume that all information provided in a bid is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

INDEMNITY

The Bidder shall, at all times, fully indemnify, hold harmless, and defend Winnebago County and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Bidder and its employees, or because of any act or omission, neglect or misconduct of the Bidder, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Bidder's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting Winnebago County and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Bidder shall likewise be liable for the cost, fees and expenses incurred in Winnebago County's or the Bidder's defense of any such claims, actions, or suits. The Bidder shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

NON-COLLUSION

The Bidder, by its officers, agents or representatives present at the time of filing this bid, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other bidders, or with any public officer of the County of Winnebago, Illinois, whereby, the Bidder has not paid or is to pay to such Bidder or public officer any sum of money, anything of value or has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders. Whereby, no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds on the Contract sought by this bid.

NON-DISCRIMINATION

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure Equal Employment Opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Non-Discrimination Clause.

PROMPT PAYMENT ACT

The bid should provide that all payments are subject to the Local Governmental Prompt Payment Act.

PROTEST

Firms wishing to protest bids or awards shall notify the Director of Purchasing in writing within 5 calendar days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting and the reason why the firm is protesting the bid. The Director of Purchasing will respond to the protest within 5 calendar days.

RESERVATION OF RIGHTS

The County of Winnebago reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of Winnebago's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of Winnebago. In determining the lowest responsible Bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

Winnebago County reserves the right to award to more than one vendor, as it deems in the best interest to do so.

The Bidder's failure to meet the mandatory requirements of the Bid will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised Bid.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

TAXES NOT APPLICABLE

The County of Winnebago as a Governmental Unit pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore, those taxes should be excluded from bid. Our Tax Exempt Number is: E9992-3963-07.

TERMINATION, CANCELLATION AND DAMAGES

The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency, as determined in the County's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract.

If the Winnebago County fails to appropriate funds to enable continued payment of multi-year contracts the County may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

Winnebago County may terminate any contract or agreement resulting from this Bid or RFP at any time for any reason by giving at least thirty (30) days' notice in writing to awarded Contractor. If the contract is terminated by the County as provided herein, the contractor will be paid a fair payment as negotiated with the County for the work completed as of the date of termination.

WITHDRAWAL OF BIDS

Any bidder may withdraw their bid at any time prior to the time specified in the advertisement as the closing time for the receipt of bids by signing a request therefore. However, no bidder shall withdraw or cancel his bid for a period of sixty (60) days after said advertised closing time for the receipt of bids; the successful bidder shall not withdraw or cancel their bid after having been notified by the Director of Purchasing that said bid has been accepted by the County Board.

The Bidder, by signing the bid form, acknowledges, understands and abides by all of the above "Requirements for Bidding and Instructions to Bidders".

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

QUESTIONS & INQUIRES

Any questions and/or inquires may be directed, no later than the date provided for on page 2 to Ann Johns, Director of Purchasing, 404 Elm Street, Room 202, Rockford, Illinois 61101, by Telephone: (815) 319-4380 or Email: AJohns@WinColl.us.

CONTRACT TERMS AND RENEWALS

This contract will be for a two (2) year period. The contract may be subject to three (3) additional twelve (12) month renewal periods provided there is no change in the terms, conditions, specifications, and prices and provided that such renewals are mutually agreed to by both parties, based in part on satisfactory completion of the initial contract. In no event shall the term, plus renewals, exceed five (5) years.

BID AWARD CRITERIA

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications.

INSURANCE REQUIREMENTS

Upon notice of acceptance of bid, the successful bidder shall, within fourteen (14) calendar days of said notice, furnish to the Director of Purchasing a Certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois. **All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the County.** The Contractor is responsible for all insurance deductibles and Self-Insured Retentions.

TYPE OF INSURANCE		MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1	Workers Compensation	Statutory
2	Employers Liability	
	A. Each Accident	\$1,000,000
	B. Each Employee-disease	\$1,000,000
	C. Policy Aggregate-disease	\$1,000,000
3	Commercial General Liability	
	A. Per Occurrence	\$2,000,000
	B. General Aggregate	
	1. General Aggregate- Per project	\$2,000,000
	2. General Aggregate - Products/ Completed Operations	\$2,000,000
4	Business Auto Liability	\$1,000,000

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

- A) It is the responsibility of Contractor to provide copy of the BID to their carrier.
- B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.

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c) No work shall be started until receipt of Certificate of Insurance.

The County of Winnebago shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Certificates should be sent to:

Winnebago County
Purchasing Department
404 Elm Street, Room 202
Rockford, IL 61101
AJohns@WinCoil.us

The insurance carrier of the insured is required to notify the Winnebago County of termination of any or all of these coverages, prior to the completion of any contract, at least thirty (30) days prior to expiration.

CHANGES IN INSURANCE COVERAGE:

The Contractor will immediately notify the county if any insurance has been cancelled, materially changed, or renewal has been refused and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance the County will notify Contractor when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Contractor shall accept and bear all costs that may result due to the Contractors failure to provide and maintain the required insurance.

END OF SPECIAL CONDITIONS

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BID SPECIFICATIONS

Winnebago County is in need of laboratory services with the following specifications;

1. Provide all specimen collection media and equipment including vacutainers, needles, specimen cups, probes etc.
2. Provide counter-top centrifuges for preparation of specimens.
3. Provide all labelling equipment, order requisition equipment.
4. Interface with Patagonia for requisition order entry and resulting into client Electronic Health Record.
5. Ability to provide stat laboratory testing including stat pick-up.
6. Turn-around time 24 – 48 hours for automated testing; 120 hours (5 days) for cytology, PCR, and microbiology.
7. Daily courier pick-up (Monday-Friday) with stat/emergency (very rare) pick-up available within 1 hour of notification.
8. Ability to generate test manifest reports.
9. Ability to generate automated reporting for reportable communicable diseases identified through submitted laboratory testing.
10. Discounted pricing on non-contracted specimens not to exceed Medicaid/Medicare rates.
11. Quantities are not guaranteed.

ANNUAL VOLUMES AND TYPES OF NON-CONTRACTED TESTS STAT TESTING OCCURS VERY RARELY IF EVER

Health Department tests for all of 2015, 2016, 2017		2015	2016	2017
Total Lab CPTs		Number of Tests	Number of Tests	Number of Tests
87491	Chylmd trach DNA amp probe	2180	1970	1224
80076	Hepatic Function Panel	8	4	0
80061	Lipid Profile	258	104	0
87591	N.gonorrhoeae DNA amp prob	191	260	60
86703	HIV Antibodies, HIV-1, HIV-2 Elisa with Reflex to Western Blot	1192	1145	787
86689	HIV Confirmatory – Western Blot	6	6	6
88142	Pap Smear (thin prep)	332	313	159
87255	Herpes Simplex Virus Culture with Reflex Typing	21	17	12
86481	T-Spot	327	272	97
87340	HBsAg (Hep B Antigen)	127	467	257
87491/87591	Chlamydia /N Gonorrhoeae DNA probe	2087	1729	1842
87177	Ova and Parasite-Stool	318	327	122
85025	CBC-automated	421	658	216
83655	Lead - Venous	198	292	128
83655	Lead - Capillary	0	0	0

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81003	Urinalysis	461	444	209
86787	Varicella Titer	209	368	162
82253	Comprehensive Metabolic Panel (14)	574	658	225
86592	RPR with positive reflex to FTA-ABS	1542	1594	683
86780	FTA-ABS	0	0	0

River Bluff Nursing Home tests during March 2017 through Feb 2018

CPT	RBNH-Description	Total
82570	CREATININE, OTHER SOURCE	1
87077	AEROBIC ISOLATE, DEFINITIVE ID, EACH	2
84156	ASSAY OF PROTEIN-URINE	1
84466	ASSAY OF TRANSFERRIN	3
84520	ASSAY OF UREA NITROGEN	1
80202	ASSAY OF VANCOMYCIN	1
82506	ASSAY OF VITAMIN D	3
84443	ASSAY THYROID STIM HORMONE	9
80048	BASIC METABOLIC PANEL W TOTAL CALCIUM	36
82248	BILIRUBIN DIRECT	1
85014	BLOOD COUNT; HEMATOCRIT	3
85018	BLOOD COUNT; HEMOGLOBIN	3
85027	BLOOD COUNT; HEMOGRAM & PLATELET COUNT	31
85025	CBC - BLOOD COUNT; DIFFERENTIAL WBC	11
80053	COMPREHENSIVE METABOLIC PANEL	12
86140	C-REACTIVE PROTEIN	1
82565	CREATININE; BLOOD	1
87088	CULT, W/ISOL & EA PRESUMP ID, UR	1
87086	CULTURE; QUANT COLONY COUNT, URINE	4
82607	CYANOCOBALAMIN (VITAMIN B-12)	1
80162	DIGOXIN	1
82728	FERRITIN	1
82746	FOLIC ACID; SERUM	1
83036	HEMOGLOBIN; GLYCOSYLATED	4
87804	INFECT AGENT DETEC OBSERV INFLUENZA	2
83540	IRON	3
80061	LIPID PANEL	3
83735	MAGNESIUM	3
83970	PARATHORMONE	3
84100	PHOSPHORUS	4
84155	PROTEIN, TOTAL	1
85610	PROTHROMBIN TIME	62
85045	RETICULOCYTE COUNT, AUTOMATED	2

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85652	SEDIMENTATION RATE, ERYTHROCYTE; AUTO	1
87186	SUSCEPTIBILITY STUDIES, MICRODILUTION	1
85730	THROMBOPLASTIN TIME, PARTIAL (PTT)	1
99001	TRAVEL ALLOWANCE-1	74
99001	TRAVEL ALLOWANCE-1	21
81002	URINALYSIS, AUTO W/O SCOPE	2
81001	URINALYSIS, AUTO W/SCOPE	4
83036	HEMOGLOBIN (HB) A1c	3

END OF BID SPECIFICATIONS

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT NEEDS TO BE COMPLETED AND SIGNED AFTER BID IS AWARDED

This Agreement is made effective the ___ day of _____, 2018, by and between the Winnebago County Health Department, hereinafter referred to as “Covered Entity”, and _____, hereinafter referred to as “Business Associate”. Individually, a “Party”, and collectively, the “Parties”.

WHEREAS, Covered Entity may disclose to Business Associate certain information which is protected under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), specifically, the Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule”) and the Security Standards for the Protection of Electronic Protected Information (the “Security Rule”); and

WHEREAS, the HIPAA Rules requires that Covered Entity and Business Associate enter into any agreement to appropriately safeguard protected health information.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in this Agreement and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the parties agree that the recitals set forth are a part of this Agreement and further agree as follows:

SECTION ONE: PRIVACY AND SECURITY

Definitions

Catch-all-definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific Definitions:

- a. **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement shall mean _____.
- b. **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the WINNEBAGO COUNTY HEALTH DEPARTMENT.
- c. **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

- a. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- b. Use appropriate safeguards, and comply with Subpart C or 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- c. Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it

- becomes aware within 7 calendar days of business associate or any of its agents or employees discovering the incident.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable; ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
 - e. Make available protected health information in a designated record set to the covered entity at the written request of the covered entity, as soon as administratively practical, but in no event more than fifteen (15) days after receipt of covered entity's request, as necessary to satisfy covered entity's obligation under 45 CFR 164.524;
 - f. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526. Amendments to protected health information in a designated record set shall be made at the written request of the covered entity, as soon as administratively practical, but in no event more than thirty (30) days after receipt of covered entity's request;
 - g. Within ten (10) business days (or such other date that business associate and covered entity may reasonably agree upon) of receiving written notice from covered entity that covered entity has received a request for an accounting of disclosures of protected health information, business associate agrees to provide to covered entity information collected to permit covered entity to make the accounting required in accordance with 45 C.F.R. 164.528;
 - h. To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E or 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
 - i. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

- a. Business associate may only use or disclose protected health information as necessary to perform its services for the covered entity.
- b. Business associate may use or disclose protected health information as required by law.
- c. Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- d. Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below:
 - Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.
 - Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the

information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- Business associate may provide data aggregation services relating to the healthcare operations of the covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- a. Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate’s use or disclosure of protected health information.
- b. Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate’s use or disclosure of protected health information.
- c. Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate’s use or disclosure of protected health information.

Term and Termination

- a. Term. The Term of this Agreement shall be effective as of _____, and shall terminate when business associate ceases providing services to or for covered entity or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- b. Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time specified by covered entity.
- c. Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained or received by business associate on behalf of covered entity, shall:
 - Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
 - Return to covered entity or, if agreed to in writing by covered entity, destroy the remaining protected health information that the business associate still maintains in any form;
 - Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;

- Not use or disclose the protected information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Subsection D above, , “Permitted Uses and Disclosures By Business Associate,” which applied prior to termination; and
 - Return to covered entity or, if agreed to in writing by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
- d. Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

Miscellaneous

- a. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- b. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- c. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- d. Except as expressly stated herein or in the HIPAA Security and Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of the Business Associate under this Agreement shall survive the expiration, termination, or cancellation of this Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, subcontractors, successors, and assigns as set forth herein.
- e. This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.
- f. The laws of the State of Illinois will govern this Agreement.
- g. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- h. The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity, which relates to the use or disclosure of Protected Health Information, is more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate’s use and disclosure of Protected Health Information.
- i. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force

and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary, to bring it into compliance. If, after such thirty-day period, the notifying party still believes that the Agreement fails to comply with the HIPAA Security and Privacy Rule, then the notifying party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

THIS AGREEMENT NEEDS TO BE COMPLETED AND SIGNED AFTER BID IS AWARDED

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Title: _____

Title: _____

END OF BUSINESS ASSOCIATE AGREEMENT

WINNEBAGO COUNTY ILLINOIS

BID FORM

BID # 18B-2143

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Vendor			
Contact Person			
Business Address			
City, State, Zip Code			
Telephone		FEIN No.	
Email			

Company Information

Woman Business Enterprise (WBE)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Small Business Enterprise (SBE)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Minority Business Enterprise (MBE)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Veteran Owned Business (VOB)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

IF YES, CHECK THE FOLLOWING BOXES THAT APPLY:

BLACK/AFRICAN AMERICAN	<input type="checkbox"/>	HISPANIC	<input type="checkbox"/>
NATIVE AMERICAN OR ALASKA NATIVE	<input type="checkbox"/>	ASIAN AMERICAN	<input type="checkbox"/>

TO: Winnebago County Purchasing Department

The undersigned, being duly sworn, certifies that he is:

<input type="checkbox"/> THE OWNER/SOLE PROPRIETOR	<input type="checkbox"/> A MEMBER OF THE PARTNERSHIP	<input type="checkbox"/> AN OFFICER OF THE CORPORATION	<input type="checkbox"/> MEMBER OF THE JOINT VENTURE
--	--	--	--

Further, as Contractor, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Director of Purchasing, 404 Elm Street, Rockford, Illinois 61103 and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda

No(s): _____, _____ and _____ issued thereto;

WINNEBAGO COUNTY ILLINOIS

Further, the Contractor proposes and agrees, if this bid is accepted, to provide all necessary equipment, including transportation services necessary, to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or By-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract because of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating.

The Affiant deposes and says that he/she has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

Further, the Bidder certifies that he has provided equipment, supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option. Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

Signature of Bidder authorizes the County of Winnebago to verify business references.

BID AWARD CRITERIA:

Total Lab CPTs		Cost per test
CPT	WCHD-Description	
87491	Chylmd trach DNA amp probe	\$
80076	Hepatic Function Panel	\$
80061	Lipid Profile	\$
87591	N.gonorrhoeae DNA amp prob	\$
86703	HIV Antibodies, HIV-1, HIV-2 Elisa with Reflex to Western Blot	\$
86689	HIV Confirmatory – Western Blot	\$
88142	Pap Smear (thin prep)	\$
87255	Herpes Simplex Virus Culture with Reflex Typing	\$
86481	T-Spot	\$
87340	HBsAg (Hep B Antigen)	\$
87491/87591	Chlamydia /N Gonorrhoeae DNA probe	\$
87177	Ova and Parasite-Stool	\$
85025	CBC-automated	\$
83655	Lead - Venous	\$
83655	Lead - Capillary	\$
81003	Urinalysis	\$
86787	Varicella Titer	\$
82253	Comprehensive Metabolic Panel (14)	\$
86592	RPR with positive reflex to FTA-ABS	\$
86780	FTA-ABS	\$

WINNEBAGO COUNTY ILLINOIS

CPT	RBNH-Description	Cost per test
82570	CREATININE, OTHER SOURCE	\$
87077	AEROBIC ISOLATE, DEFINITIVE ID, EACH	\$
84156	ASSAY OF PROTEIN-URINE	\$
84466	ASSAY OF TRANSFERRIN	\$
84520	ASSAY OF UREA NITROGEN	\$
80202	ASSAY OF VANCOMYCIN	\$
82506	ASSAY OF VITAMIN D	\$
84443	ASSAY THYROID STIM HORMONE	\$
80048	BASIC METABOLIC PANEL W TOTAL CALCIUM	\$
82248	BILIRUBIN DIRECT	\$
85014	BLOOD COUNT; HEMATOCRIT	\$
85018	BLOOD COUNT; HEMOGLOBIN	\$
85027	BLOOD COUNT; HEMOGRAM & PLATELET COUNT	\$
85025	CBC - BLOOD COUNT; DIFFERENTIAL WBC	\$
80053	COMPREHENSIVE METABOLIC PANEL	\$
86140	C-REACTIVE PROTEIN	\$
82565	CREATININE; BLOOD	\$
87088	CULT, W/ISOL & EA PRESUMP ID, UR	\$
87086	CULTURE; QUANT COLONY COUNT, URINE	\$
82607	CYANOCOBALAMIN (VITAMIN B-12)	\$
80162	DIGOXIN	\$
82728	FERRITIN	\$
82746	FOLIC ACID; SERUM	\$
83036	HEMOGLOBIN; GLYCOSYLATED	\$
87804	INFECT AGENT DETEC OBSERV INFLUENZA	\$
83540	IRON	\$
80061	LIPID PANEL	\$
83735	MAGNESIUM	\$
83970	PARATHORMONE	\$
84100	PHOSPHORUS	\$
84155	PROTEIN, TOTAL	\$
85610	PROTHROMBIN TIME	\$
85045	RETICULOCYTE COUNT, AUTOMATED	\$
85652	SEDIMENTATION RATE, ERYTHROCYTE; AUTO	\$
87186	SUSCEPTIBILITY STUDIES, MICRODILUTION	\$
85730	THROMBOPLASTIN TIME, PARTIAL (PTT)	\$
99001	TRAVEL ALLOWANCE-1	\$
99001	TRAVEL ALLOWANCE-1	\$
81002	URINALYSIS, AUTO W/O SCOPE	\$
81001	URINALYSIS, AUTO W/SCOPE	\$
83036	HEMOGLOBIN (HB) A1c	\$

WINNEBAGO COUNTY ILLINOIS

SIGNATURE

SIGNATURE _____

Name and Title of Signer _____

Dated this _____ day of _____ 20 _____

END OF BID FORM

WINNEBAGO COUNTY, ILLINOIS

BUSINESS REFERENCES

The Bidder must list references for three (3) projects, listing company name, address, contact person, telephone number and date of completion. If Bidder is a new business, provide references that will enable the County to determine if bidder is responsible.

NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIPCODE	
TELEPHONE	
EMAIL	

NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIPCODE	
TELEPHONE	
EMAIL	

NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIPCODE	
TELEPHONE	
EMAIL	

NUMBER OF YEARS IN BUSINESS	
CURRENT NUMBER OF PERSONNEL ON STAFF	

END OF BUSINESS REFERENCES

WINNEBAGO COUNTY, ILLINOIS

BIDDER'S SUBCONTRACTORS

NAME OF BIDDER	
CONTACT PERSON	

SUBCONTRACTORS:

Will you employ subcontractors? Yes No

If "YES", identify with each firm's name, address, telephone number and work to be subcontracted (attach more sheets if necessary).

SUBCONTRACTOR NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIPCODE	
TELEPHONE	
EMAIL	
WORK TO BE PROVIDED	

The Contractor will not change or use subcontractors not identified in this bid without prior written approval from Winnebago County.

A request for a change in subcontractors shall be made in writing and will include a description of any savings that may be realized in the execution of this contract, and must be passed on to Winnebago County.

END OF BIDDER'S SUBCONTRACTORS

WINNEBAGO COUNTY, ILLINOIS

RETURN BID LABEL

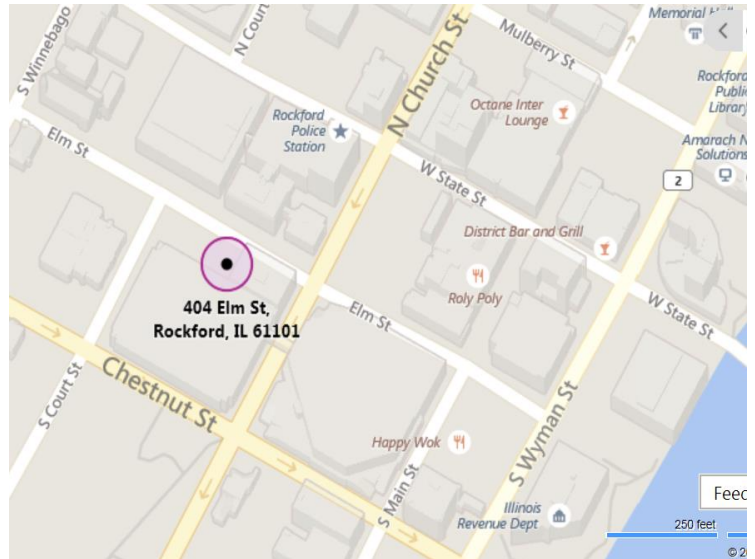


The County of Winnebago, Illinois will receive sealed Bids at:

**WINNEBAGO COUNTY
PURCHASING DEPARTMENT
404 ELM STREET, ROOM 202
ROCKFORD, ILLINOIS 61101**

All Bids must be enclosed in sealed envelopes marked:

**“WCHD LABORATORY SERVICES-RE-BID”
APRIL 27, 2018- 9:30 A.M.**



ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY – PLEASE USE BELOW FOR YOUR CONVENIENCE



BID# 18B -2143	WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202 ROCKFORD, ILLINOIS 61101
PURCHASING DIRECTOR: ANN JOHNS	
BID NAME: WCHD LABORATORY SERVICES-RE-BID	
BID DUE DATE/TIME: 4/27/2018-9:30 A.M.	