



of South Central Wisconsin

Group Health Cooperative of South Central Wisconsin

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Madison, WI 53717

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REQUEST FOR PROPOSALS (RFP)

#L2 – Integrated Hematology

Group Health Cooperative of South Central Wisconsin (“GHC-SCW”) is seeking proposals from a qualified vendor to assist with repair and/or mitigation of GHC-SCW’s Sauk Trails Clinic damaged as a result of the August – September 2018 floods.

GHC-SCW will select the qualified firm(s) that is best suited to support and represent GHC-SCW in accordance with the criterion outlined below.

Please submit your Proposals to GHC-SCW **via email** no later than **September 20, 2019 at 12:00 p.m. Central Standard Time (CST)**, to Jean Howerton at jhowerton@ghcscw.com.

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1. INTRODUCTION AND INFORMATION

1.1 General

It is the intent of Group Health Cooperative of South Central Wisconsin (“GHC-SCW”) to contract with a vendor, hereafter referred to as the "Contractor", to furnish materials, equipment and installation for replacement laboratory equipment for its Sauk Trails Clinic Project (hereinafter the “Project”). All Contractors are responsible for any addendums issued for this Project.

1.2 Project Timeline

RFP Posted	9/3/19
All Questions Due to GHC-SCW	9/11/19 by 12:00 p.m.
All Questions Answered by Iconica	9/13/19 by 12:00 p.m.
RFP Responses Due from Contractors	9/20/19 by 12:00 p.m.
GHC-SCW Selection of Contractor (tentative)	9/27/19

1.3 Pre-Proposal and Site Inspection Meeting

If desired, request date and time through GHC-SCW by contacting Jean Howerton at jhowerton@ghcscw.com.

1.4 Selection Criteria

Selection based on qualified, responsible and responsive proposer.

1.5 Proposal Questions

All questions related to this RFP must be in writing and received by Jean Howerton, Medical Laboratory Services Manager, no later than 9/11/19 by 12:00 p.m. Email questions to jhowerton@ghcscw.com. Phone call and faxed questions will not be accepted.

Answers to all written questions will be re-issued in the form of an addendum and e-mailed to interested Contractors, on 9/13/19 by 12:00 p.m. It is the responsibility of all interested Contractors to notify Jean Howerton if they will require answers to written questions.

1.6 Project Changes

GHC-SCW reserves the right to make changes to this Project. Any changes in the scope of work shall be mutually agreed upon by the GHC-SCW and the Contractor.

1.7 Project Representative

Contractor shall provide a Project Representative who will act as a single point of contact for GHC-SCW.

1.8 Guarantees and Warranties

Guarantees and warranties on workmanship and materials shall be stated in your proposal.

1.9 Intentionally Omitted

1.10 State of Wisconsin Requirements

This contract shall be subject to the laws of the State of Wisconsin. 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 as defined in Wis. Stat. § 51.01(5), Stats., sexual orientation as defined in Wis. Stat. § 111.32(13m), or national origin.

1.11 Contractor Verification Prior to Award

Contractor's financial solvency may be verified through financial background checks prior to contract award. GHC-SCW reserves the right to reject RFPs based on information obtained through these background checks if it's deemed to be in the best interest of GHC-SCW.

1.12 Insurance Requirements

Any issue of insurance and/or equipment warranty shall be introduced at the time of contracting.

1.13 Additional Contract Clauses

Contractor shall be responsible for adhering to the additional clauses outline in Appendix E, as applicable to the scope of work.

1.14 Other

- 1.14.1 All work shall conform to all applicable Industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and Standards.
- 1.14.2 Site protection/cleanup: Contractor is responsible for the proper handling of materials to include discard of debris and keeping the work site clean. Any cutting of sidewalks or parking areas must be patched accordingly. Contractor is responsible for restoring any ground or landscaping disruption due to construction of this Project.
- 1.14.3 All Contractors performing work are required to have a Contractor's License for the State of Wisconsin. All Licenses for any contractors must be current on the day of bidding and throughout the length of the Project.
- 1.14.4 All Contractors must indicate in their proposals if they intend to apply for any rebate incentives from Focus on Energy related to this Project.
- 1.14.5 Rejection of proposals: GHC-SCW reserves the right to accept or reject any or all proposals and to waive any informality in proposals.

2. STATEMENT OF WORK AND REQUIRED SUBMITTALS

2.1 Scope of Work

See Attachment A for the Project’s Scope of Work.

2.2 Submittal Requirements

2.2.1 General Submittal: Contractors shall submit one electronic copy of their proposal to Jean Howerton at jhowerton@ghcscw.com by the deadline stated above.

2.2.2 Valuation of Submittal: GHC-SCW will base its scoring of proposals on the following Score Card criteria:

Factors	Weight/Pts
Equipment Capabilities	0-30 pts
Guaranty, Warranty, and Maintenance Considerations	0-25 pts
Installation Timeline	0-20 pts
Pricing in response to Attachment A	0-20 pts
Minority, women-owned and other small business participation	0-5 pts

2.2.3 Required Documentation

i. *Main Proposal:*

- **Equipment Capabilities:** Support that the equipment meets all requirements per Attachment A. Information regarding user friendliness and how the equipment supports industry best practices should be included, if available.
- **Guarantees, Warranties and Maintenance:** Provide detail of Vendor’s warranty and maintenance offerings for the equipment and installation described in Attachment A. Include detail as to costs associated with maintenance agreements, extended warranties, training costs/credits, reagents, etc.
- **Installation Process:** Provide a brief explanation of Vendor’s delivery, installation process and timeline. Provide an installation schedule and plan, if applicable.

- Small Business Participation: Provide certification as a minority, woman-owned, or other government certified small business. If inapplicable, provide a brief explanation of how Vendor intends on soliciting small business participation to help meet the needs of this scope of work – if needed.

ii. *Additional Documents:*

- Attachment A (Scope of Work & Pricing Schedule) – Provide a pricing quote for all items listed.
- Attachment C (Addendum Receipts) – Submit a signed copy of Attachment C if any addendums are issued to this RFP.
- Licenses and Certifications – Provide required licenses and certifications necessary to complete the scope of work.

ATTACHMENT A – Scope of Work and Pricing Sheet

RFP L2 – Integrated Hematology

Provide equipment per specifications and equipment list.

GHC-SCW is a non-profit organization, all materials will be tax-exempt.

Provide a separate detailed cost breakdown sheet.

Include delivery to site, 8202 Excelsior Drive, Madison, WI 53717.

Exclude unloading and installation costs.

Equipment: _____

Delivery: _____

Total: _____

Instrument Type: Hematology analyzer

Testing Menu Requirements:

1. Full CBC with 6-part differential
2. Reticulocyte count
3. NRBC count

Instrument Analyzer Operations and Hardware Requirements:

- Must offer options for countertop configurations
- Must have walk away shut down and restart capability
- Must offer pre-defined and user-definable rules options for flagging specific results
- Must have a single aspiration pathway eliminating the need for mode-to-mode QC and/or calibration
- CPU must include a hard drive and power supply back-up
- Must utilize fluorescent flow cytometry technology for WBC, WBC differential, NRBC, reticulocyte and platelet
- Fully reportable, FDA cleared immature granulocyte providing a 6-part differential
- Fully reportable, FDA cleared RET-He
- Fully reportable, FDA cleared IPF
- Fully reportable, FDA cleared PLT-F
- Provide a fluorescent NRBC count with every CBC analysis
- Achieve WBC linearity (Analytical Measurement Range) of 0.0 – 440.00 x 10³ / μ l
- Achieve HCT linearity (Analytical Measurement Range) of 0–75.0% and a Reportable Range
- Achieve PLT linearity (Analytical Measurement Range) of 0 – 5000 x 10³ / μ l
- Reagent containers must have at least 60 days open stability on all reagents
- Must offer on board dual technologies – including a fluorescent measurement - for the measurement and reporting of platelets
- QC peer group data must have real time, automatic electronic data upload capability to analyzer quality control
- QC peer group data must have real time, automatic electronic data upload capability to analyzer quality control
- Must provide online user training for all analyzers
- Must provide standardized offerings (Standing orders for reagents and controls)
- Must provide option of manufacturer-assisted calibration verification, either onsite or remotely

ATTACHMENT B – RESERVED

ATTACHMENT C

(If Addendums exist for this project, please sign and date and send with your Proposal. Do not submit this form if there are no addendums issued.)

The undersigned acknowledges receipt of the following addendum:

Addendum #1 _____ Initials _____

Addendum #2 _____ Initials _____

Addendum #3 _____ Initials _____

Addendum #4 _____ Initials _____

ATTACHMENT D – RESERVED

ATTACHMENT E – Additional Contract Clauses

(Potential contractors are required to meet the following contract obligations in addition to the GHC-SCW contract.)

The Contractor and any sub-contractors acquired to provide services arising out of this RFP agree to abide by the following clauses and requirements:

1. **Disadvantaged Business Enterprises (DBE) and Labor Surplus Firms.** The following affirmative steps should be taken to ensure small businesses, minority and women’s owned businesses (DBEs), and labor surplus area firms (LSA) are used when possible:
 - a. Place DBEs/LSAs on solicitation lists and solicit to them when they are a potential source.
 - b. Use the services of organizations such as the Small Business Administration and the Minority Business Development Agency.
 - c. When economically feasible, divide total requirements into smaller tasks or quantities and establish delivery schedules.
 - d. Require subcontractors to follow these affirmative steps.

2. **Suspension and Debarment.**
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required, and will, verify that neither Contractor, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. Contractor’s certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Wisconsin, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

3. **Access to Records.** The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide GHC-SCW, the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. **DHS Seals, Logos, and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
5. **Compliance with Federal Law, Regulations, and Executive Orders.** The Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
6. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
7. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor actions pertaining to this Agreement.
8. **Procurement of Recovered Materials.** As required by federal program legislation, Contractor agrees to the following:
 - a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirements; or
 - iii. at a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
9. **Equal Employment Opportunity.** During the performance of this Agreement, the Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- c. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event that Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- a. The Contractor certifies to GHC-SCW that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The required Certification must be provided as an addendum to any Agreement arising from this procurement.
- b. Contractor will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to GHC-SCW.

11. Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. The Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless

such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. GHC-SCW shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

12. Clean Air Act and Federal Water Pollution Control Act. As required by Federal program legislation: Contractor agrees to comply with the following federal requirements:

- a. Clean Air Act.
 - i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.
 - ii. The Contractor agrees to report each violation to GHC-SCW and understands and agrees that GHC-SCW will, in turn, report each violation as required to assure notification to the State, the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- b. Federal Water Pollution Control Act
 - i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - ii. The Contractor agrees to report each violation to GHC-SCW and understands and agrees that GHC-SCW will, in turn, report each violation as required to assure notification to the State, the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.