

**INVITATION FOR BIDS IFB-2026-05-2279-PL  
ON-SITE PHLEBOTOMY SERVICES  
ST. LOUIS COUNTY DEPARTMENT OF PUBLIC HEALTH**

Saint Louis County (“County”) is soliciting bids for On-Site Phlebotomy Services.

All times within this Invitation for Bids (IFB) are Prevailing Central Time.

| <b>SCHEDULE</b>                              |  |
|--|--|
| <b>EXPECTED NUMBER OF CONTRACTS</b>          | One  |
| <b>VSS BID NUMBER</b>                        | 2279 - Use this number to search for this bid                            |
| <b>PRE-BID MEETING DATE AND TIME</b>         | NA   |
| <b>IS PRE-BID MEETING MANDATORY?</b>         | NA   |
| <b>PRE-BID MEETING LOCATION</b>              | NA   |
| <b>INSURANCE</b>                             | YES – REVIEW BEFORE BID  |
| <b>BOND</b>                                  | NA   |
| <b>DEADLINE FOR QUESTIONS &amp; COMMENTS</b> | 8:00 A.M. prevailing CT, June 29, 2026                                   |
| <b>BID DUE DATE AND TIME</b>                 | 2:00 P.M. prevailing CT, July 14, 2026                                   |
| <b>CONTRACT</b>                              |  |
| <b>EXPECTED DURATION OF AGREEMENT</b>        | Initial Term: 3 Years  |
| <b>OPTIONS TO EXTEND</b>                     | One 2-Year Renewal   |
| <b>PAYMENT METHOD</b>                        | Monthly invoices based upon fixed sum for deliverables or work completed |
| <b>DESIGNATED POINT OF CONTACT</b>           |  |
| <b>PATRICIA LAPRESTA</b>                     | plapresta@stlouiscountymo.gov  |

While this solicitation is ongoing, communication with County Staff regarding it is prohibited except through the Designated Point of Contact or the specific types of communication defined in Section 107.401 SLCRO.

Submit questions/comments to the Designated Point of Contact above. Submit bids via the Vendor Self-Service (VSS) portal at <https://stlouiscountymovendors.munisselfservice.com/>

Use the IFB VSS Bid Number above to search for this IFB in VSS.

Bid openings are virtual and can be viewed here:

[Click here to Join](#)

Meeting ID: 237 992 395 167

Passcode: 3jg3eK3x

**Dial in by phone**

+1 872-256-4170

[Click here to find a local number](#)

Phone conference ID: 636 115 662#

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## **SECTION 1 - INSTRUCTIONS TO BIDDERS**

### **1.1 Questions and Comments**

- 1.1.1 Submit all questions, comments, exceptions, and suggestions to the Designated Point of Contact by the Deadline for Questions and Comments. Questions and comments received after the deadline may not be acknowledged.
- 1.1.2 If taking exceptions to any portion of this solicitation, submit the exceptions in writing to the Designated Point of Contact by the Deadline for Questions and Comments. Identify specific sections and paragraph numbers to which exceptions are taken. If requesting changes to language, identify specific words or phrases to be changed and provide new requested language. If the County agrees to the changes, the solicitation will be revised and an amendment will be posted.
- 1.1.3 Failure to take exceptions prior to the deadline stated or as directed will be deemed a waiver of any objection. Bids that are conditional or include exceptions may be considered non-responsive and will be rejected.
- 1.1.4 Requests for complete replacement of the County's Standard Agreement terms will not be granted.

### **1.2 Revisions to the Solicitation**

The County may cancel, revise, or reissue this solicitation, in whole or in part, for any reason. Revisions will be posted as an amendment on the Vendor Self Service site. No other revision of this solicitation will be valid. Bidders are responsible for ensuring that they have received all amendments prior to submitting bids.

### **1.3 Corrections and Modifications to Bids**

Bids may be withdrawn, modified, or replaced at any time prior to the Due Date and Time. Withdrawn bids may be resubmitted up to the time designated for receipt of bids. After the Due Date and Time, bids may not be modified unless requested by the County.

### **1.4 Communication**

- 1.4.1 County solicitations, once published, are under a "Cone of Silence". Violation by a bidder or bidder's representative will result in rejection of the bid and may result in a bidder being found non-responsible, barred from participating in this or future procurements, and becoming subject to other legal penalties.
- 1.4.2 Other than the Designated Point of Contact, no bidder or person acting on behalf of a prospective bidder may communicate with or discuss any matter relating to the solicitation with any officer, agent, or employee of the County except the specific types of communication defined in Section 107.401 SLCRO.

## **1.5 Pre-Bid Conference and Site Visits**

- 1.5.1 If a pre-bid conference is scheduled and accommodations under the Americans Disabilities Act (ADA) are required, prospective bidders must submit a request for such accommodations to the Designated Point of Contact in advance.
- 1.5.2 Answers to questions raised prior to and at the pre-bid conference will be posted as an amendment on the Vendor Self Service site.
- 1.5.3 If the pre-bid meeting is mandatory, bidders who did not attend the pre-bid meeting will be disqualified.

## **1.6 Prohibited Prior Work**

- 1.6.1 No person or entity may submit a bid in response to this solicitation if that person or entity has:
  - A. Assisted the County in drafting or establishing specifications, requirements, or cost estimates for this procurement, or
  - B. Had access and exposure to information pertinent to this procurement that is unavailable to other bidders.
- 1.6.2 Bidders that received assistance from any such person or entity or who will use the person or entity in performing the requested services will be disqualified.
- 1.6.3 The prohibition does not apply to general, non-specific advice or information offered to or requested by the County to aid in developing the solicitation, or to comments made subsequent to publication of the solicitation.

## **1.7 Submission and Opening of Bids**

- 1.7.1 Allow time for all documents to be uploaded to the County's bidding portal. Bidders are responsible for ensuring bids are submitted before the deadline.
- 1.7.2 The Director of Procurement may accept or reject any bids and may waive any irregularities in the bids if such waiver does not substantially change the offer or provide a competitive advantage to any bidder.
- 1.7.3 Bids must be submitted electronically through the County's designated online bidding system. Bids submitted by email, paper, fax, or hand delivery will not be accepted except in the limited circumstance of an emergency exception due to a verified system outage of the County's online bidding system. The Director of Procurement in such cases may authorize an alternative submission method for that specific event.
- 1.7.4 Bids must be signed by a legally authorized representative of the submitting firm.

- 1.7.5 All bids and materials submitted with bids become the property of the County. The County is subject to the Missouri Sunshine Law (RSMO Chapter 610). Bid contents, with select exceptions, become public records open to inspection by interested parties after a contract is executed or all bids are rejected.
- 1.7.6 Failure to comply with the requirements of this IFB or evidence of unfair bid practices is cause for rejection of the bid.

**1.8 No Commitment**

This solicitation does not commit the County to make an award, nor will the County pay any costs incurred preparing and submitting bids, or in making necessary studies for the preparation of bids. The County may reject all bids and cancel this solicitation.

**1.9 Bid Pricing**

- 1.9.1 Submit prices for identified items using the Vendor Self Service Portal. If A Bid Sheet is included in this IFB, a copy of the Bid Sheet may be submitted with bids, but the official bid prices will be those entered in the Vendor Self Service portal.
- 1.9.2 The County is exempt from Missouri sales and use tax and will provide an exemption certificate to the awarded bidder. Do not include sales tax in bid prices.

**1.10 Amendments**

Changes to the specifications or requirements will be posted on the Vendor Self Service site as an amendment. Bidders are responsible for compliance with all changes, modifications, or requirements put out through amendment. The County will not be responsible for failure to check the bidding platform prior to submission of a bid.

**1.11 Modification or Withdrawal of Bid**

- 1.11.1 Bids may be withdrawn any time prior to the scheduled closing time for receipt of bids. No bid may be modified or withdrawn for a period of 120 calendar days after the scheduled closing time.
- 1.11.2 Bidders are responsible for submitting bids, and any modifications or revisions, so as to reach the County's Division of Procurement by the time specified in the IFB documents. Any bid, modification, or revision received by the Division of Procurement after the exact time specified for receipt of offers will be considered late and will not be considered.
- 1.11.3 Bids submitted early may be withdrawn only by emailed notice to the Point of Contact prior to the submission deadline.

- 1.11.4 Withdrawn bids may be resubmitted up to the time designated for receipt of bids provided that they are then fully in conformance with this IFB.

## **1.12 Mistakes in Bids**

- 1.12.1 If there is a significant and obvious disparity between the unit prices or lump sum of the lowest apparent responsible bidder and other bidders, the apparent low bidder may be contacted to validate the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid and no change to the price may be made. If the bidder can provide convincing evidence that indicates the bid was a mistake to the satisfaction of the Director of Procurement, the bid for that item or items may be withdrawn without penalty.
- 1.12.2 Bidders have two business days after the unofficial bid tabulation is posted on the County's website to notify the Director of Procurement, in writing, of any alleged mistake in bid. Such communication must include convincing evidence that supports the existence of the mistake. Only the Director of Procurement may waive irregularities or accept mistakes in bids.
- 1.12.3 If the basis of award is "all or nothing", then the entire bid may be forfeited. If the basis of award is "line by line", the bidder's other line-item prices may be considered. If the basis of award is "by groups" and the mistake is part of any group or line items, the entire group will not be considered for award.

## **1.13 Electronic Signature**

By submitting a bid or quote electronically, the bidder acknowledges and warrants that it has made a legal offer, is bound by all responsibilities of a legal offer, is subject to penalties for failing to be bound by a legal offer exactly as if the bid or quote had been physically signed and that the person whose signature is electronically affixed is authorized to sign and submit the bid or quote.

## **1.14 Minority and Women-Owned Business Enterprises**

- 1.14.1 "M/WBE" means a Minority and Women-Owned Business Enterprise that is certified by agencies accepted by the Director of Procurement; presently the Missouri Regional Certification Committee (MRCC) agencies, and the St. Louis Development Corporation (SLDC). Certification would have to be in place at the time of proposal submission.
  - A. A minority-owned business enterprise (MBE) is a for-profit enterprise at least 51% owned, operated, and controlled by a minority group member who is Asian, Black, Hispanic, or Native American.
  - B. A woman-owned business enterprise (WBE) is a for-profit enterprise at least 51% owned, operated, and controlled by a female.

- 1.14.2 A 5% bid discount will apply to bids from M/WBEs for contracts of \$300,000 or less. The discounted amount will be used in evaluating bid prices, but the actual bid amount will be the basis for the contract award. To qualify for the discount, the M/WBE bidder must include a copy of its current certification approval letter or an electronic screen print of the certification with a current date stamp.

**1.15 Acceptance and Award**

- 1.15.1 Award, if made, will be to the responsive, responsible bidder offering the lowest price or prices.
- 1.15.2 After receipt and review of bids, an unofficial tabulation will be posted on the County website. Posting of the tabulation does not constitute an award. The County will issue a Purchase Order or contract to the successful bidder.

**1.16 Determination of Responsiveness**

- 1.16.1 Each bid will be reviewed for compliance with the instructions in this solicitation. The County may waive minor informalities or irregularities that do not alter the material terms of the bid or prejudice the competitive process.
- 1.16.2 Failure to conform to any revisions in instructions or specifications may render a bid non-responsive.
- 1.16.3 If a bid is found non-responsive, the County will notify the bidder, and the bid will receive no further consideration..

**1.17 Determination of Responsibility**

Prior to awarding a contract, the County will make a determination of a bidder's responsibility based on information submitted with the bid, information submitted upon County request, information resulting from the County's inquiry of bidder's references and investigations into the bidder's background, and the County's own knowledge of the bidder. The County may consider matters such as the bidder's integrity, compliance with public policy, record of past performance, and financial and technical resources. Bidders determined to be non-responsible and who cannot be made to be responsible within timelines set by the County will not be considered further.

**1.18 Required Forms**

- 1.18.1 Forms required at time of bid submittal for all bids:
  - A. Bid Form (Attached)
  - B. Any other document required by the IFB to determine the bid price, scope, or its binding offer.
- 1.18.2 Forms Requested at time of bid submittal

The following documents are requested to be submitted with the bid. However, the County may, at its sole discretion, allow a bidder to submit or correct these documents after bid opening, within a timeframe specified by the County. Failure to submit these items at bid opening will not automatically render the bid non-responsive unless the bidder fails to cure when requested.

- A. Vendor Information Form (Attached)
- B. Vendor Background Information and Reference Form (Attached)
- C. M/WBE Certification (if applicable)
- D. Copy of Missouri Secretary of State Registration showing current status

## **1.19 Post Award Requirements**

### **1.19.1 Disclosures**

If applicable and requested by the County prior to commencing work, the selected bidder must:

- A. Disclose all pending litigation and tax liens;
- B. Disclose all criminal charges where the company and/or officers, and/or owners of over 10% of the company are defendants regarding the charges;
- C. Provide audited financial statements for the past three fiscal years, if requested by the County.
- D. Provide samples, drawings, illustrations, and related items

### **1.19.2 Staff agreements**

If the work requires access to County documents and materials unavailable to the general public, the County may require execution of a non-disclosure or similar agreement prior to providing access to such materials. The selected bidder agrees to collect, store, and maintain such signed agreements for all staff.

### **1.19.3 E-Verify**

Bidders who receive awards for services in excess of \$5,000.00 must comply with §285.530(2) R.S.Mo. Information on the E-Verify program can be found at [www.e-verify.gov](http://www.e-verify.gov) Acceptable documents to show enrollment and participation consist of the following two pages of the E-Verify Memorandum of Understanding (MOU):

- Valid, completed copy of the first page identifying the employer
- Valid, completed copy of the signature page signed by the employer and the Department of Homeland Security – Verification Division

## **SECTION 2 - PROTESTS**

Protests that do not comply with the protest procedures outlined below will be rejected.

### **2.1 Protest Eligibility**

- 2.1.1 Protests or objections may be filed regarding the procurement process, solicitation or amendment content, or intent to award.
- 2.1.2 The County will review only protests submitted by actual or prospective bidders. Protests by others will be rejected.

### **2.2 Protest Deadlines**

- 2.2.1 Protests must be filed, with all supporting materials, by 5:00 p.m. on the deadlines below. Failure to meet the deadline constitutes a waiver of the protest. Supplemental materials submitted after the deadline will not be considered unless the County determines that extenuating circumstances exist.
- 2.2.2 For protests relating to the content of the solicitation or any amendment, including M/WBE requirements, file within five business days after the County releases the solicitation or amendment.
- 2.2.3 For protests relating to determinations of non-responsiveness or non-responsibility, file within five business days after the County issues such notice.
- 2.2.4 For protests relating to the Notice of Intent to Award, file within five business days after the County issues the Notice of Intent to Award.
- 2.2.5 The date of filing is the date the County receives the protest, unless received after 5:00 p.m., or on a non-business Day, in which case the date of filing will be the next Business Day.

### **2.3 Protest Contents**

Submit protests in writing to the Director of Procurement. Include all of the following in the letter of protest:

- 2.3.1 Submit protests in writing to the Director of Procurement, via the Designated Point of Contact.
- 2.3.2 Detailed grounds for the protest, supported by relevant documents, evidence, or other pertinent information; and
- 2.3.3 The specific law, rule, regulation, or policy allegedly violated; and

- 2.3.4 Identification of proprietary and confidential material, indicated by stating on the front page of the protest document that proprietary material is included (if applicable); and identifying the alleged proprietary information wherever it appears within the protest documents.

### **SECTION 3 - BIDDERS REPRESENTATIONS AND CERTIFICATIONS**

Submission of a bid constitutes a firm offer by the bidder to the County to provide all of the goods and services described in the solicitation and will be valid for 120 calendar days after the Bid Due Date and Time, or until a contract is executed by the County and the bidder, whichever is earlier. By submitting a bid, the bidder certifies that it:

- Has examined and is familiar with all of the provisions of the solicitation and all plans, specifications, and incorporated references, including any amendments; and
- Will perform in conformance with the requirements and conditions of the solicitation, providing all necessary labor, machinery, tools, and equipment to do all the work and furnish all the materials specified, in the manner and times prescribed and according to the requirements set forth in the final contract or any amendments to it;
- Has based bid prices only upon the required services, materials, and systems and prices are not subject to contingency, reservation, or exception;
- Has arrived at the bid prices independently, and has made no attempt to induce any other person or firm to submit or not to submit or to adjust a bid or proposal for the purpose of restricting competition;
- Has not employed or retained any person other than a full-time bona fide employee working solely for the bidder to solicit or secure this contract.
- Is current with all County taxes, if applicable;
- Possesses the tools and equipment necessary to safely perform the work;
- Has not made a campaign contribution to a candidate for elective office authorized by the St. Louis County Charter (County Executive, County Councilmember, County Prosecutor, or County Assessor) within 90 days of issuance of this solicitation (“prohibited contribution”); and will not make a prohibited contribution within 90 days after award of the contract from this solicitation;
- Is not currently engaged in, and will not, for the duration of the contract with St. Louis County, engage in a “Boycott of the State of Israel” (as defined in Section 34.600 RSMo) in regards to:
  - Goods or services from the State of Israel;
  - Companies doing business in, or with, the State of Israel;
  - Companies authorized by, licensed by, or organized under the laws of the State of Israel; or,

- Persons or entities doing business in the State of Israel;
- Will comply with all applicable laws, ordinances, rules and regulations governing the conduct of business in St. Louis County and the State of Missouri;
- Is not debarred, suspended, or otherwise excluded from, or ineligible for participation in, federal, state, or County programs or activities.
- All information and communication technology delivered under the Contract will conform to WCAG 2.1 Levels A and AA by the required compliance date.

## **SECTION 4 - GENERAL TERMS AND CONDITIONS**

The following terms and conditions will apply to any contract resulting from this solicitation.

### **4.1 Conflicts of Interest**

- 4.1.1 Contractors and subcontractors are eligible for contracts with the County only if, at the time a solicitation is released, are not, and will not, during the performance of the required services, participate in any other similar work involving a third-party with interests in conflict or likely to be in conflict with the County's interests.
- 4.1.2 No individual or entity or an agent of an individual or entity currently doing business with or planning to seek contract awards from the County may offer gifts to County officers, employees, or agents. County officers, employees, and their agents may not solicit or accept gifts, gratuities, favors, or anything of monetary value from any individual or entity with a current or potential agreement of any kind with the County, or parties to sub-agreements. This includes all gifts, gratuities, favors, entertainment, loans, and such items as liquor, lodging, travel, food, and tickets to public functions such as sports events, theaters, etc. Any party offering gifts in contravention of these requirements may be found non-responsible and barred from entering new contracts with the County by the Director of Procurement, may have current contracts terminated, and may be subject to further legal action.
- 4.1.3 Contractors may not employ as a director, officer, employee, agent, or sub-contractor any elected or appointed official of the County or any member of his/her immediate family nor may an offer of future employment be conditioned on the favorable treatment of an offer or the award of a contract or contract change.
- 4.1.4 Throughout the duration of the contract, the contractor agrees to disclose any pending or active investigations or litigation that may affect the ability of the contractor to carry out the project.

#### **4.2 Estimated Quantities**

If the solicitation results in an indefinite quantity or requirements contract, the actual amount of goods and services requested by the County may be less than the maximum value of the contract and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the contract.

#### **4.3 Contract Fees**

The fees quoted by the contractor will remain firm during the contract term unless otherwise agreed to by the County.

#### **4.4 Contingent Fee**

Contractor warrants that no agreement has been made with any person or agency to solicit or secure this contract upon an understanding for a gratuity, percentage, brokerage or contingent fee in any form to any person excepting bona fide employees of bidder or bona fide established commercial or sales agencies. For breach of this warranty, County may terminate the contract and will be entitled to pursue the same remedies against the contractor as it could pursue in the event of a material breach of this contract. As a penalty in addition to any other damages to which it may be entitled to by law, the County may recover exemplary damages in an amount to be determined by the County. The County's rights and remedies under this paragraph are not exclusive and are in addition to any other rights or remedies provided by law.

#### **4.5 Non-Discrimination in Employment**

Contractor may not discriminate against any employee or applicant for employment because of actual or perceived race, creed, color, gender, sex, sexual orientation, gender, gender identity, gender expression, political affiliation, religion, national, ethnic, or cultural origin, age, marital status, or disability. The contractor will ensure that applicants and employees are treated during their employment without regard to actual or perceived race, creed, color, gender, sex, sexual orientation, gender, gender identity, gender expression, political affiliation, religion, national, ethnic, or cultural origin, age, marital status, or disability. Such action includes employment upgrading, demotion or transfer, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor shall not discriminate against any employee or applicant for employment because of hairstyle, protective hair, or natural or cultural hair texture or style, unless based upon demonstrable workplace safety concerns directly related to duties and responsibilities of the employment position. In the event of noncompliance with the provisions of this paragraph, the contract may be terminated or suspended in whole or in part and the contractor may be declared ineligible for further County contracts for a period to be determined by the Director of Procurement.

#### **4.6 No Agency**

Except as the County may specify in writing, the contractor has no authority, express or implied, to act on behalf of the County in any capacity whatsoever, as an agent or otherwise, or to bind the County or its members, agents, or employees to any obligation whatsoever, unless expressly provided in this contract.

#### **4.7 No Assignment**

No portion of this contract or any rights or interest in it, nor any claim arising under it, may be assigned by the contractor without the County's prior written approval. Requests for assignment must be directed to the Director of Procurement. Requests must be in writing and received by the Director at least thirty days prior to the proposed date of assignment. All assignments must require that the assignee will comply with all terms, conditions and provisions of the contract between the contractor and County. Claims for money due to contractor from the County under this contract may be assigned to a bank, trust company, or other financial institution without prior County approval but will not be honored until such assignment or transfer is furnished to the County in writing.

#### **4.8 Independent Contractor**

The relationship of the contractor to the County will be that of independent contractor and no principal agent or employer-employee relationship will be created by the contract. Contractor retains full control of all hiring, compensation, and discharge of its employees and is fully responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding tax, and all other laws and regulations governing such matters.

#### **4.9 Subcontracts**

Subcontractors may not perform work under this contract without prior written County approval. Regardless of any such approval, the contractor is responsible for all performance, whether self-performed or performed by a subcontractor, and is fully responsible for the acts, errors, or omissions of a subcontractor and persons employed by a subcontractor. Nothing in this contract or in any subcontract will create any contractual relationship between any subcontractor and the County.

The Contractor shall ensure that every subcontractor, subconsultant, and supplier performing work or providing goods or services under this Contract is bound in writing to comply with all obligations, representations, certifications, standards, and requirements applicable to the Contractor under this Contract, to the extent such obligations relate to the work performed by the subcontractor. These include, but are not limited to:

- (a) data privacy and security requirements;
- (b) ADA and WCAG 2.1 accessibility requirements;

- (c) insurance requirements applicable to subcontractors;
- (d) conflict-of-interest, debarment, and suspension requirements;
- (e) confidentiality and non-disclosure obligations; and
- (f) any federal, state, or local statutory or regulatory requirements incorporated into this Contract.

The Contractor shall be fully responsible for ensuring subcontractor compliance and shall be liable for all acts, omissions, or non-performance of any subcontractor or supplier as if they were the acts or omissions of the Contractor. Upon request, the Contractor shall provide the County with copies of executed subcontract agreements or relevant flow-down provisions demonstrating compliance with this Section.

The County reserves the right to require the removal or replacement of any subcontractor or supplier that fails to comply with these flow-down requirements or that the County determines, in its sole discretion, poses a performance, legal, safety, or security risk.

#### **4.10 Licenses**

All required and applicable licenses of contractor must remain current during the term of the contract.

#### **4.11 Compliance with False Claims Act**

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

#### **4.12 Contract Changes**

- 4.12.1 If a change in a contract is necessary, the County and contractor may execute a change order, which will result in a contract modification. If the County requests a change within the general scope of the contract, the contractor is required to provide a written response within 15 days. Changes requested by the contractor must be submitted to the County project manager. If the County agrees, a contract modification will be executed. Changes that materially alter the scope of the contract will not be allowed, and the County project manager has no authority to authorize such changes.
- 4.12.2 No action taken by the contractor that affects any provision of the contract will entitle the contractor to any equitable adjustment unless the action has been specifically addressed in a change order/contract modification fully executed prior to such action.

#### **4.13 Notices**

##### **4.13.1 Delivery**

Any notice to any contractor from the County relative to any part of this contract must be in writing and considered delivered and the service completed when the notice is sent to the County project manager or the Director of Procurement.

##### **4.13.2 Receipt**

Notices will be deemed received when actually received via email or in the office of the addressee, or by the addressee if personally delivered, or when the delivery is refused, as shown on the receipt of the U.S. Postal Services, private carrier or other party making the delivery. Notices received after 5:00 p.m. will be deemed received on the first business day following delivery.

#### **4.14 Ownership of Deliverables**

Any work product prepared or developed pursuant to this solicitation or contract will be the property of St Louis County, including all calculations, notes, photos, recordings of any kind, samples, estimates, and field notes. All property rights, including intellectual property rights such as copyrights or patents that arise from creation of deliverables or other work products required by this contract to be developed for the County will be the property of the County and contractor relinquishes all claims to such property.

#### **4.15 Insurance Requirements**

The following insurance coverages must be maintained for the duration of the contract. The contractor must provide Certificates of Insurance for all required coverage prior to commencing work.

##### **4.15.1 Commercial General Liability Insurance**

Commercial General Liability Insurance (“CGL”) and, if necessary, commercial general umbrella insurance with a limit of no less than \$3,000,000 per occurrence. The contractor shall provide the County with a certificate of insurance and *additional insured endorsement* on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the County as Additional Insured thereunder. The CGL policy must provide *primary and non-contributory coverage* that is equivalent to the terms of ISO Form CG 20 01 12 19, Primary and Noncontributory. The policy shall provide bodily injury (including death), property damage, premises operations, independent contractors, products and completed operations, personal and advertising injury, and liability as a result of the contractor’s negligence involving any equipment or service provided under the terms and conditions, requirements and specifications under the contract.

If any exceptions or exclusions have been made to the standard CGL Policy, the exceptions and exclusions must be specifically listed and identified in the Descriptions of Operations section of the Certificate of Insurance and must be submitted to the County for approval.

**4.15.2 Business Automobile Liability**

Standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles with a limit of no less than \$1,000,000 per accident for bodily injury and property damage claims that may arise as a result of operations under this contract. The County will be listed as a certificate holder.

**4.15.3 Workers' Compensation Insurance**

Workers' Compensation Insurance with statutory limits and Employer Liability Insurance with a limit of no less than \$500,000 for the duration of the contract, as required by law. If the contractor is not required to maintain Workers' Compensation Insurance and elects not to maintain Workers' Compensation Insurance, the contractor must provide a minimum of \$2,000,000 per occurrence limit for Commercial General Liability.

**4.15.4 Professional Liability (Errors & Omissions)**

Contractor shall maintain in force for the duration of the contract professional liability, errors and omissions liability insurance appropriate to the contractor's profession. Coverage as required in this paragraph shall apply to the liability for professional error, act or omission arising out of the scope of the Contractor's services as defined in the contract. Coverage shall be written with a limit of no less than \$1,000,000 per occurrence. If the coverage is written on a claims-made basis, the insurance coverage shall be retroactive to the earlier of date of this contract or the commencement of the Contractor's work on the project, and Contractor shall cause the same to remain in effect for a period not less than the expiration of the applicable statute of limitations.

The Contractor shall require all Subcontractors providing professional services under this contract to maintain such insurance with a limit of no less than \$1,000,000 per occurrence. If the coverage is written on a claims-made basis, the insurance coverage shall be retroactive to the earlier of date of this contract or the commencement of the Subcontractor's work on the project, and Subcontractor shall cause the same to remain in effect for a period not less than the expiration of the applicable statute of limitations.

**4.15.5 Cyber Liability**

Contractor shall maintain in force, at its own expense, Cyber Risk Liability Insurance. Coverage as required in this paragraph shall be written with a limit of no less than \$1,000,000 per occurrence. If the coverage is written on a claims-made basis, the insurance coverage shall be retroactive to earlier of date of this

contract or the commencement of the Contractor's work on the project, and that continuous coverage will be maintained or an extended discovery period not less than three (3) years after completion of the project will be purchased.

#### 4.15.6 **Cancellation**

Cancellation provisions within any coverage shall be in accordance with Missouri Cancellation and Nonrenewal provisions. The contractor must notify the County at least sixty days in advance of any material change, cancellation, or non-renewal. Failure to maintain insurance will be considered a material breach.

#### 4.15.7 **Certificate of Insurance (COI) - Additional Insured – Sovereign Immunity**

St. Louis County shall be endorsed under the policy as an *additional insured*. Nothing in this endorsement shall serve to operate as a waiver of St. Louis County's *Sovereign Immunity* or broaden the liability of St. Louis County beyond the provisions of Sections 537.600 to 537.610 of the Revised Statutes of Missouri. To extent court holds otherwise, vendor will indemnify and hold harmless the County its elected and appointed officials, employees, agents, and volunteers from and against all claims, damages, losses, liabilities, and expense, to the fullest extent permitted by law, including attorneys' fees, for injuries to persons or damage to property occasioned by any acts or omissions of contractor, its subcontractors, agents, independent contractors or employees, and for any breach of the covenants, representations, certifications, and warranties made by contractor in connection with this contract. This section regarding indemnification applies to all liability, regardless of any applicable insurance policies. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the contractor. This section of the contract will survive in perpetuity.

#### **The Certificate Holder address shall read:**

St. Louis County  
Attn: Procurement  
41 South Central Avenue, 8<sup>th</sup> Floor  
Clayton, Missouri 63105

#### 4.16 **Indemnification**

The Contractor agrees to indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, agents, and volunteers from and against all claims, damages, losses, liabilities, and expense, to the fullest extent permitted by law, including attorneys' fees, for injuries to persons or damage to property occasioned by any acts or omissions of Contractor, its subcontractors, agents, independent contractors or

employees, and for any breach of the covenants, representations, certifications, and warranties made by Contractor in connection with this contract. This section regarding indemnification applies to all liability, regardless of any applicable insurance policies. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. This section of the contract will survive in perpetuity.

#### **4.17 Records and Audits**

- 4.17.1 Contractor agrees to generate and maintain, in accordance with appropriate accounting practices and procedures, book, records, ledgers, receipts, accounts, back-up documents, and all other information related to performance under the contract, including personnel and property records, adequate to identify and account for all costs pertaining to the Contract, and to make all such records available for inspection by the County or any other authorized government entity upon the County's request.
- 4.17.2 Contractor must maintain all such records on a generally accepted accounting basis for three years after final payment by County has been made and all actions pertaining to the contract have been settled and completed.

#### **4.18 ADA Requirements**

The County provides access to its digital services and content in compliance with applicable laws and accessibility standards. Accordingly, Contractor shall comply with the requirements outlined herein to meet or exceed the accessibility requirements outlined below.

- 4.18.1 Accessibility Standards and Legal Requirements – All information and communication technology provided to the County, including but not limited to websites, software, mobile applications, digital documents, and multimedia content, must comply with the Web Content Accessibility Guidelines Version 2.1 Level A, AA of Title II of the Americans with Disabilities Act (ADA Title II 42 U.S.C. § 12134); (“WCAG 2.1”).
- 4.18.2 Deadline for Accessibility Compliance – August 1, 2026. The Contractor acknowledges that full compliance with WCAG 2.1 by this date is a material requirement of the Contract. Failure to meet this requirement may result in enforcement of the remedies provided in this Exhibit and under the Contract.
- 4.18.3 Accessibility Documentation Requirements – By submitting a bid or proposal under this solicitation, Contractor certifies that all information and communication technology delivered under the Contract will conform to WCAG 2.1 Levels A and AA by the required compliance date. Upon request by the County, the Contractor shall provide supporting accessibility documentation, such as a Voluntary Product Accessibility Template (VPAT) or other comparable

evidence of conformance. The County may request additional documentation as needed to verify compliance.

- 4.18.4 Testing and Validation - Contractor agrees to perform annual accessibility audits, including automated and manual testing, to ensure continuous compliance with WCAG 2.1, and provide documentation to the County upon request.
- 4.18.5 Ongoing Compliance and Maintenance – The Contractor agrees to maintain accessibility compliance for the duration of the Contract and any renewals. The Contractor also agrees to respond to reported accessibility issues within ten (10) business days with a proposed timeline for resolution. The Contractor shall provide a point of contact for reporting and resolving accessibility issues.
- 4.18.6 Non-Compliance Remedies – The Contractor’s failure to meet accessibility obligations by the compliance deadline of April 24, 2026, or failure to maintain ongoing compliance, may result in withholding of payment until deficiencies are corrected, the rejection of deliverables, termination of the Contract for cause, and/or other remedies available to the County under applicable law.

#### **4.19 Data Privacy and Security Requirements.**

- 4.19.1 The contractor may have access to proprietary and confidential materials regulated by federal, state, or local laws and regulations, and will be required to safeguard any such materials from any disclosure by establishing and maintaining data privacy and security measures and requirements for all information, data, documents, and materials that contractor receives, generates, collects, and maintains in performing the services required. The contractor will be fully liable and agrees to indemnify and defend the County against any action resulting from any disclosure of any confidential or personally identifiable information related to any individual, or confidential information related to the County, if such disclosure is caused by contractor’s employees, agents, or subcontractors. The County reserves the right to examine all laptops, flash drives, and other media on persons entering or leaving County property.
- 4.19.2 Depending on the work undertaken, the County may require certain contractor staff to be fingerprinted, pass security requirements, and undergo criminal background checks as specified by the County, and may, at its sole discretion, deny access to any individual.
- 4.19.3 Contractor may not use for financial gain, disclose, or make other improper use of confidential or otherwise privileged information that is acquired in connection with this contract. This includes personally identifiable information, knowledge of selections of contractors or subcontractors in advance of official announcement by the County, and all other information that is not normally made publicly available or that has not yet been made publicly available by the County.

#### **4.20 Delivery**

If applicable, deliveries must be made in accordance with the contracted delivery schedule and in the quantities ordered. Failure to comply may result in termination of the contract. The County expressly retains all other rights or remedies provided by law for any violation of this clause and no action by the County will constitute a waiver of any such right or remedy.

#### **4.21 Acceptance and Approval**

All goods and services supplied under this contract are subject to final inspection and acceptance by County notwithstanding any payment or other prior inspections or design approvals. The County's acceptance of any goods and services will not waive any warranty.

#### **4.22 Warranty**

- 4.22.1 Unless otherwise agreed to in writing by the parties, Contractor warrants that items ordered to specifications will conform to the specifications and to any drawings, sample or other description furnished or adopted by County or, if not ordered to specifications will be fit and sufficient for the purpose intended. Contractor further warrants that all items will be new, merchantable, of good material and workmanship and free from defect.
- 4.22.2 Such warranties, together with Contractor's service warranties and guarantee, if any, shall survive inspection, test, acceptance of and payment for the items and shall run to the County, its successors, assigns and citizens.
- 4.22.3 Except for latent defects, notice of any defect or nonconformity must be given by the County to the Contractor one year after acceptance. County may, at its option, return for credit or require prompt correction or replacement of the defective or nonconforming items or have the defective items corrected or replaced at the Contractor's expense. Return to Contractor of any defective or nonconforming articles and delivery to County of any corrected or replaced items shall be at Contractor's expense.
- 4.22.4 Defective or nonconforming items must be corrected or replaced unless otherwise specified on County's written order. Items required or replaced are subject to the County acceptance and approval in the same manner and to the same extent as items originally delivered under this contract.

#### **4.23 Release Void**

County's representatives may not waive or release any rights in connection with any visits to premises of contractor or subcontractors. No such waiver or release will be valid if required by contractor or any third persons in any action or proceedings. Contractor is

further required to impose these Release Void requirements on its subcontractors whenever it applies.

#### **4.24 Funding Out**

The contract will terminate at such time, if any, that the County Council fails to appropriate sufficient sums in the budget year for which the contract applies to pay the amount that may become due.

#### **4.25 Invoices; Reporting and Documentation**

Invoices must be submitted to the designated County office and must include all of the required information and/or attached documentation. Invoices without complete information or documents may be rejected. If subcontractor and supplier payment reports are required, incomplete reports may result in reduced or withheld payment.

- 4.25.1 Name of the business concern and invoice date.
- 4.25.2 Contract number, Purchase Order number, or other authorization for goods and services delivered or rendered.
- 4.25.3 Description, price, and quantity of property or service provided.
- 4.25.4 Description of services rendered including who performed the service, what services covered, applicable hourly rates, number of hours or period of time to complete work, and any other pertinent information stipulated in the contract.
- 4.25.5 Shipping and payment terms, and such other substantiating documentation or information as required by the contract.
- 4.25.6 Name, title, phone number, and mailing address of person to whom payment is to be sent.
- 4.25.7 If the invoice is for partial payment of ongoing work, indication of how much work has been completed to date and how much remains and a statement that all suppliers and subcontractors who provided goods or services during the prior payment period have been paid.
- 4.25.8 Failure to pay subcontractors and suppliers timely may result in the County's withholding payment until acknowledgement of payment by the subcontractor or supplier is received by the County or until evidence of payment has been presented.
- 4.25.9 Depending on the contract, additional information may be required and information may be required to be uploaded into various electronic platforms.

#### **4.26 Payment**

Upon submission of a complete invoice and completion of all reporting requirements, the County will pay the contractor the prices stipulated in the purchase order or contract for goods and services rendered and accepted, less any deductions allowed.

#### **4.27 Waivers**

Failure of County to insist on performance of any of the terms and conditions or requirements of this contract will not be construed as a waiver of such terms, conditions or requirements, all of which will remain in full force and effect for the duration of this contract.

#### **4.28 Termination**

##### **4.28.1 Termination for Cause**

In the event of material breach, or should the contractor fail to perform in accordance with the terms of this contract, the County will send a notice to cure. If contractor fails to cure the problems to the County's satisfaction within ten days of receiving such written notice, the County may immediately terminate the contract and seek recovery.

##### **4.28.2 Termination for Convenience**

The County may terminate the contract or a task order, in whole or in part, at any time by written notice. The contractor will be paid its costs, including closeout costs and profit on work performed up to the time of termination notice. On receipt of such notice, the contract will automatically terminate without further obligation of the parties.

##### **4.28.3 Contractor's Deliverables under Early Termination**

Before any settlement cost is paid, the County must have received and accepted all deliverables, including documents and correspondence required as deliverables, whether in complete and final form or in draft or incomplete form. If contractor possesses any property belonging to the County, contractor will return it to the County or account for and dispose of it as directed by the County prior to the release of payment by the County.

##### **4.28.4 Invoice and Payment Under Early Termination**

Separate final invoices for project-related costs and for termination settlement costs must be submitted no later than 30 calendar days after the notification of termination. Contractor's acceptance of final payment releases the County from all claims by contractor for issues arising under the contract.

#### **4.29 Disentanglement**

On termination of the contract, contractor must provide all documents, data, drawings, plans, manuals, warranties, specifications, passwords, and other materials that will enable a complete transition of services to the County or any third party designated by the County, and will perform such additional tasks as may be necessary to enable the County or its designated third party to assume provision of the services without any interruption or adverse impact on provision of services or on County activities. All such disentanglement activities are considered part of base services and must be completed to the County's satisfaction before final payment is released. Should the contractor fail to complete the disentanglement tasks, contractor will be liable for all costs, including reasonable attorney's fees, incurred by the County in completing the tasks and transferring provision of services.

#### **4.30 Obligations That Survive Expiration Or Termination of Contract**

All obligations contained in the contract that have not been fully satisfied at the end of the contract term will be enforceable by the other party to the extent the obligations remain unsatisfied.

#### **4.31 Applicable Laws**

All work performed under this contract must be in compliance with all current Federal, State, and local laws and regulations. Should contractor fail to comply with such laws or regulations, or perform work in a manner unacceptable to the County, the contractor will either replace the goods, or re-perform the services to effect such compliance, or, at the discretion of the County, pay all costs associated with correcting the goods or services.

#### **4.32 No Waiver**

Failure of County to insist on performance of any of the terms and conditions or requirements of this contract will not be construed as a waiver of such terms, conditions, or requirements, all of which will remain in full force and effect for the contract duration.

#### **4.33 Force Majeure**

Neither party will be liable for delays, or defaults in the performance of this contract due to Acts of God, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes beyond the party's control and without its fault or negligence. Should an event occur that could not have been overcome by the due diligence or planning, the non-performing party agrees to notify the other party promptly and to pursue best efforts to resume performance as quickly as possible, suspending performance only as long as is necessary due to the force majeure event. In such cases, the County will not assess liquidated damages or avail itself of other remedies, but may allow time to cure the non-performance or terminate the contract in whole or in part.

#### 4.34 Order of Precedence:

In the event of conflicting provisions, the following order of precedence will apply:

- Change Orders
- Scope of Work / Technical Provisions
- County Standard Terms and Conditions
- The solicitation
- The bid

#### 4.35 Governing Law

This Contract is made and entered into in St. Louis County, Missouri, and the laws of the State of Missouri will govern the construction of this contract and any action or causes of action arising out of it. All claims or causes of action arising out of this contract will be litigated in the Twenty-First Judicial Circuit Court of the State of Missouri

### SECTION 5 - SCOPE OF WORK

#### 5.1 Overview

St. Louis County (County) Department of Public Health is seeking bids for a Contractor to provide professional on-site phlebotomy services. The Contractor will offer on-site phlebotomy services at County Department of Public Health (DPH) health centers.

Bidders must already be established in the St. Louis Metropolitan area.

Bids from staffing and/or recruitment agencies **will not** be accepted.

#### 5.2 Phlebotomy Services

5.2.1 The Contractor will provide up to 4.0 full time equivalents (FTE) of phlebotomy coverage (up to 1.0 FTE per location listed in 5.2.3. FTEs subject to change with 2-week advanced written notice from the County.

5.2.2 FTE can be provided by more than one phlebotomist, however, this must be approved in writing by the Health Center Administrator or assigned designee prior to assignment. Coverage cannot overlap.

5.2.3 Phlebotomists will work on-site at:

- A. John C. Murphy Health Center, 6121 North Hanley Road, Berkeley, MO 63134

- B. North Central Community Health Center, 4000 Jennings Station Road, Pine Lawn, MO 63121
  - C. North Central Community Health Center – Sexual Health Clinic, 4000 Jennings Station Road, Pine Lawn, MO 63121
  - D. South County Health Center, 4580 South Lindbergh Boulevard, Sunset Hills, MO 63127
- 5.2.4 Phlebotomists will be present on site during DPH’s regular business hours for direct patient care for laboratory draws from 8:00 am to 5:00 pm Monday through Friday. Phlebotomists will have one hour break for lunch, time determined by Health Center Administrator or assigned designee.
- 5.2.5 Hours are subject to change with a 6-week advanced written notice from the County.
- 5.2.6 Services will be provided 52 weeks per year, excluding County Government holidays. Holidays subject to change by law. Currently observed holidays include:
- New Year’s Day (or weekday holiday is observed)
  - Martin Luther King Jr. Day
  - President’s Day
  - Memorial Day
  - Juneteenth (or weekday holiday is observed)
  - Independence Day (or weekday holiday is observed)
  - Labor Day
  - Election Day (on even years)
  - Veterans Day (or weekday holiday is observed)
  - Thanksgiving Day
  - Day After Thanksgiving
  - Christmas Day (or weekday holiday is observed)
- 5.2.7 The Contractor will provide full phlebotomy coverage at all scheduled times and will always be prepared to provide full backup coverage for any phlebotomist(s) unable to work their scheduled time.
- 5.2.8 Contractor may choose to provide County with a roster of individuals to provide services. Any phlebotomist named on said roster must comply with all bid requirements. Written notice of roster changes must be provided to County within 48 hours of the change. Contractor must also adhere to the requirements identified in Section 5.2.10. **and**

- 5.2.9 All benefits, vacation, holiday, and sick pay and other compensation including workers' compensation for the phlebotomists are the responsibility of the Contractor.
- 5.2.10 Within 7 calendar days after Notice of Award and at Awarded Contractor's expense for each phlebotomist providing services, Awarded Contractor will submit to County proof of a background check from the Missouri State Highway Patrol, inclusive of a fingerprint submission and security awareness certification.
- 5.2.11 No payments will be made for lunch period.
- 5.2.12 Overtime must be approved by Health Center Administrator or assigned designee prior to performing. County will make every reasonable effort to provide as much notice as possible, either verbal or written, should overtime become necessary. To remain compliant with Section 330 of the Public Health Services Act and 45 CFR Part 75, Contractor must work overtime when requested by County.
- 5.2.13 DPH reserves the right to request changes in contract staffing. The Department reserves the right to request the removal of a staff person immediately from any of the buildings at any time for reasonable cause, including misconduct or poor performance. Requests will be made by the Health Center Administrator or assigned designee.
- 5.2.14 Any phlebotomist providing services must complete any required training and certification for County's Electronic Health Record (EHR) system.
  - A. County currently contracts with Veradigm, Inc., formerly known as AllScripts Healthcare, LLC, for its EHR system.
  - B. County has begun implementing a transition to Epic Systems. County staff and Contractors will be required to complete training and verification to gain appropriate system access. This requirement must be met at least 72 hours prior to work start. Contracted Phlebotomists unable to receive the necessary credentialing will need to be removed and replaced within 24 hours of written notification from County.

### **5.3 Phlebotomist's Duties and Responsibilities**

- 5.3.1 Phlebotomists will provide services according to community standards of acceptable care and in accordance with DPH's standards of care as outlined in DPH policies and procedures. Policies and procedures will be provided to the awarded Contractor.
- 5.3.2 All Contractors are required to complete annual Health Insurance Portability and Accountability Act (HIPAA) training and other security awareness training as determined and provided by County's Division of Information Technology. Proof

of training from other entities or organizations will not be accepted. Failure to complete any required training by the required completion dates will result in loss of access to all County systems. If this occurs, Contractor must work with designated County personnel to regain access, then complete required training within 24 hours of regaining this access.

- 5.3.3 Phlebotomists must comply with County's multi-factor authentication requirements to gain system access. This may include the download of smartphone applications or use of a physical key or token.
- 5.3.4 The Contractor will protect patient information and adherence to privacy regulations listed under Health Insurance Portability and Accountability Act (HIPAA) and protect electronic health information with encryption software.
- 5.3.5 Phlebotomists will have completed adequate training and testing to show competency in phlebotomy per Contractor's standards. Proof of credentials and training for all phlebotomists submitted, including anyone submitted on roster (if roster submitted) will be presented with bid and new staff will be submitted to Health Center Administrator or assigned designee prior to starting work at DPH. Certification must be from a reputable organization, such as the National Healthcareer Association (NHA), American Society for Clinical Pathology (ASCP), and National Phlebotomy Association (NPA), or an accredited educational institution.
- 5.3.6 In order to ensure system access and any required EHR certification and training, Contractor must provide at least a 6-week written notice to the Health Center Administrator or assigned designee prior to assigning any new staff to County.
- 5.3.7 Phlebotomists must adhere to all guidelines set forth by the Occupational Safety and Health Administration (OSHA)
- 5.3.8 Phlebotomists will draw labs independent of the laboratory where testing is being performed (i.e. DPH in-house lab, State of Missouri or other outside laboratory) and send to the testing laboratory as requested by County.
- 5.3.9 Phlebotomists will process all specimens including: labeling, centrifuging, aliquoting, freezing and preparing for transport as required by test order.
- 5.3.10 Phlebotomists will prepare all clinical specimens received in the laboratory for shipping (swabs, blood, sputum, urine, and other biological material) regardless of the laboratory designated to process the specimens.
- 5.3.11 Phlebotomists will relinquish specimens to laboratory pickup boxes and to DPH and State couriers per DPH's policies regardless of the laboratory designated to process the specimens.

- 5.3.12 Phlebotomists will handle, retrieve from patient rooms, and process any specimens collected by a patient, DPH medical provider or DPH staff regardless of the laboratory designated to process the specimens.
- 5.3.13 With proper training from designated County staff, phlebotomists will, if necessary, perform point of care testing rapid test kits (i.e. covid, flu, or HIV) for which DPH provides the supplies and training prior to performance.
- 5.3.14 Phlebotomists will perform non-patient facing duties, including inventory, stock supplies, supply ordering, sanitizing work surfaces, and answering laboratory phones.
- 5.3.15 The County expects professional and courteous conduct at all times from Contractor's personnel. Contractor will be expected to immediately address and correct any departure.
- 5.3.16 Phlebotomists will maintain equipment (i.e. centrifuges, refrigerators) and documentation as recommended in equipment manufacturer's manuals or at the frequency requested by DPH.

#### **5.4 IT Requirements**

- 5.4.1 County will provide the necessary hardware and software for Provider use.
- 5.4.2 Contractor will adhere to County's Acceptable Use of Information Technology Resources Policy
- 5.4.3 Contractor will agree to terms set forth in County's Business Associate's Agreement.

#### **5.5 Transitioning of Services**

- 5.5.1 Service will begin October 1, 2026.
- 5.5.2 Prior to commencing work, the Procurement Contract Administrator will schedule a Kick-Off Meeting. The meeting will include a review of all contract terms, conditions, communication, equipment, specifications, invoicing and documents required.
- 5.5.3 Phlebotomist staff and their supervisor(s) will meet with the Health Center Administrator or designee and clinical team to review policy and procedures prior to service start. Any updates to County policies and procedures will be communicated to Contractor via written format at least 2 weeks prior to said

policies and procedures taking effect. Prior to any new staff beginning services, Contractor's assigned Contract Coordinator will work with County to schedule the required policy and procedure review and coordinate the necessary training.

## **5.6 Pricing**

- 5.6.1 Phlebotomist will be paid at an hourly rate for actual hours worked. The ATTACHMENT "A" PRICING shows the total estimated annual hours for 4.0 full time equivalents (FTE). This hourly rate will remain firm for the entire initial contract term of 3 years. Prices may be adjusted at contract renewal. For further detail on price adjustments see Sections 5.8.
- 5.6.2 All estimated quantities in the ATTACHMENT "A" PRICING are not guaranteed. DPH does not guarantee any specific quantity or number of purchases, if any, that will be made during the agreement period.

## **5.7 Contract Coordinator**

- 5.7.1 Awarded Contractor will be required to designate a Contract Coordinator with knowledge and expertise of all aspects of the contract that is dedicated to communicating with DPH and is responsible to assist with all aspects of contract services, resolution of invoice discrepancies and other issues that may occur.
- 5.7.2 Contractor will respond to DPH communications or concerns within 24 hours of receiving a request for support or reporting a service problem.

## **5.8 Billing**

- 5.8.1 Invoices are due to County by the 15th of the subsequent month following the monthly service period. Services must be billed monthly to DPH, itemized by location, name of phlebotomist, and total number of hours worked, accompanied by documentation supporting time worked. This can include Contractor timesheets or payroll reports that identify the phlebotomist, total time worked, and location.
- 5.8.2 Invoices will be sent electronically to [DPHAP@stlouiscountymo.gov](mailto:DPHAP@stlouiscountymo.gov), or faxed to the attention of Accounts Payable at (314) 615-8303.

## **5.9 Staffing Standard**

- 5.9.1 All clinic locations will be staffed as listed in Section 5.2. Deviation from this Standard will be documented by DPH and may result in the following actions:
  - A. The first time Contractor fails to provide adequate staffing the Contractor may be warned, either verbally or in writing.

- B. Any subsequent time Contractor fails to provide adequate staffing, the County will receive a credit on the following month's invoice equal to twice the contracted hourly rate for each hour services could not be provided. For example, if the contracted rate is \$30.00 per hour and 8 hours were not filled, the credit placed on the following month's invoice would be \$480.00. This credit is provided to remedy the service level failure and to compensate County for the missed service.

## **5.10 Contract Deliverables/Reporting**

5.10.1 When necessary, Contractor will submit to the Health Center Administrator or designee a written account of actions taken in response to staff or operational concerns raised by County.

5.10.2 Contractor will conduct quarterly business reviews with County.

## **5.11 Initial Term**

5.11.1 The initial term of the contract will be 3 years from the date of full execution or October 1, 2026, whichever is later. Prices are to remain firm during the initial term.

## **5.12 Renewal Term**

5.12.1 The County may renew for one additional 2-year period at the same terms and conditions and, if necessary, price increase or decrease if substantiated by the vendor and approved by the County. Prices will then remain firm during the renewal period.

## **5.13 Price Adjustment**

5.13.1 Adjustments to unit costs will be those unit costs shown in the bid form or subsequent contract amendment(s), adjusted upward or downward in the same percentage proportion as exist between All Items, Midwest Region, of the October, 2026 Consumer Price Index for All Urban Consumers (CPI-U) in the U.S., Midwest, US Department of Labor, Bureau of Labor Statistics and the August Price Indexes for the renewal year. Subsequent renewals will be adjusted upward or downward in the same percentage proportion between the first renewal year term and second renewal year term.

## **5.14 REQUIRED SUBMITTALS**

**Note: \*No bids or quotations will be accepted by email or facsimile.**

#### 5.14.1 Submittals REQUIRED WITH BID

- A. ATTACHMENT "A" PRICING (EXCEL document not .pdf)
  
- B. COUNTY FORMS
  - P105 VENDOR INFORMATION FORM
  - P108 VENDOR BACKGROUND INFORMATION AND REFERENCE FORM
  - P127 E-VERIFY WORK AUTHORIZATION AFFIDAVIT AND MOU ATTACHMENT
  - ANY ADDENDA IF ISSUED
  
- C. **BIDDING CONTRACTOR** to submit with bid **resumes, proof of credentials and licenses** for phlebotomists performing services, including anyone submitted on a roster (if roster submitted). These credentials are outlined in Section 5.3.5.
  
- D. **BIDDING CONTRACTOR** to submit with bid County IT Data Security Agreement.

#### 5.14.2 Submittals REQUIRED AT AWARD

- A. **AWARDED CONTRACTOR** will agree to terms set forth in County's Business Associate's Agreement and complete and submit within 7 calendar days of Notice of Award.
  
- B. **AWARDED CONTRACTOR** will provide full contact information for Contract Coordinator within 7 calendar days of Notice of Award.
  
- C. **AWARDED CONTRACTOR** will provide full contact information for all Key Contacts within 7 calendar days of Notice of Award.
  
- D. **AWARDED CONTRACTOR** will provide proof of a background check from the Missouri State Highway Patrol, inclusive of fingerprint submission and security awareness certification for each phlebotomist providing services within 7 calendar days of Notice of Award.

### SECTION 6 - MINIMUM QUALIFICATIONS

#### 6.1 Qualifications of Service Providers

- 6.1.1 Phlebotomists must have a minimum of three years' experience in the field.

6.1.2 Phlebotomists must hold a certification from an organization or educational institution as outlined in Section 5.3.5.

Bids from companies that do not meet the requirements will be rejected.







## VENDOR BACKGROUND INFORMATION AND REFERENCES

Company Name: \_\_\_\_\_

|  |        |
|--|--------|
| How many years has your company been in business?  |        |
| What was your average annual revenue for the last 3 years?   |        |
| <b>In the last five years, has your company or a related company with common management:</b>                                 |        |
| Filed for bankruptcy?  | Yes No |
| If yes, explain:   |        |
| Had a contract terminated by government or public entity?  | Yes No |
| If yes, explain  |        |
| Been penalized or fined for a work-related issue associated with a contract?   | Yes No |
| If yes, explain:   |        |
| In the past five years has the company or a manager been indicted or convicted of a crime?                                   | Yes No |
| If yes, explain:   |        |
| Failed to complete the work it was contracted to do?   | Yes No |
| If yes, explain:   |        |
| Are there any pending claims or lawsuits against your company that may prevent the completion of the work for this contract? | Yes No |
| If yes, explain:   |        |

| <b>What other projects does your company have scheduled during the time this project will be underway?</b> |       |            |                   |
|--|-------|------------|-------------------|
| Project Description  | Value | Start Date | Expected End Date |
|  |       |            |                   |
|  |       |            |                   |
|  |       |            |                   |
|  |       |            |                   |
|  |       |            |                   |
|  |       |            |                   |

Company Name: \_\_\_\_\_

Provide three references for which you have provided similar types and quantities of goods or services over the past three years.

| REFERENCE 1   |             |              |              |
|---|-------------|--------------|--------------|
| Name of Entity  |             |              |              |
| Description of Service  |             |              |              |
| Dollar Value of Contract  |             |              |              |
| Contact Person  |             |              |              |
| Contact E-Mail  |             |              |              |
| Business Phone  |             | Mobile Phone |              |
| REFERENCE 2   |             |              |              |
| Name of Entity  |             |              |              |
| Description of Service  |             |              |              |
| Dollar Value of Contract  |             |              |              |
| Contact Person  |             |              |              |
| Contact E-Mail  |             |              |              |
| Business Phone  |             | Mobile Phone |              |
| REFERENCE 3   |             |              |              |
| Name of Entity  |             |              |              |
| Description of Service  |             |              |              |
| Dollar Value of Contract  |             |              |              |
| Contact Person  |             |              |              |
| Contact E-Mail  |             |              |              |
| Business Phone  |             | Mobile Phone |              |
| NAICS CODES   |             |              |              |
| What are your North American Industry Classification System (NAICS) codes and titles? | NAICS Codes |              | NAICS Titles |
|   |             |              |              |



**PROCUREMENT BID QUESTION AND COMMENT FORM**

**ANY AND ALL QUESTIONS PERTAINING TO THE BID MUST BE TYPED OR PRINTED AND SUBMITTED ON THIS FORM TO THE DESIGNATED POINT OF CONTACT PER BID SPECIFICATION INSTRUCTIONS.**

INQUIRY NO. \_\_\_\_\_

Date: \_\_\_\_\_

**INVITATION FOR BIDS IFB-2026-05-2279-PL ON-SITE PHLEBOTOMY SERVICES  
ST. LOUIS COUNTY DEPARTMENT OF PUBLIC HEALTH**

BIDDER \_\_\_\_\_

SUBMITTED BY (NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

\_\_\_\_ ZIPCODE \_\_\_\_\_ PHONE \_\_\_\_\_

Sheet \_\_\_\_\_ of \_\_\_\_\_

| Question No. | Spec Section Article & Paragraph Number | Questions by Bidder(Please type or print legibly)<br><b>LAST DAY FOR QUESTIONS: JUNE 29, 2026<br/>AT 8:00 A.M. PREVAILING CENTRAL TIME</b> |
|--------------|---|--|
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|              |   |  |
|              |   |  |

- ALTERNATE BID CLAUSES OR EXCEPTIONS TO BID CLAUSES** - Bidders must submit all alternate bid clause or exceptions to County bid clauses no later than 5 days prior to the bid opening unless stated otherwise on this form. Failure to submit this information may be cause for rejection of bid. The bidder may not offer additional terms or agreements after the bid opening date.

The County will review the bid clause for acceptance and an addendum will be issued by the Director of Procurement to include the approved or rejected bid clause. Bids for disapproved clauses, or for clauses not submitted to the Director of Procurement prior to the required date will not be considered for award.