

From: [Daisy Badger](#)
To: [Kristy Garcia](#); [Ed Quedens](#); [Jess Romney](#)
Cc: [Karen @prtdraws.com](#); [Support S](#)
Subject: Phlebotomy Services 2024130 - Appeal
Date: Thursday, May 09, 2024 3:31:13 PM
Attachments: [WC-2223-3437 - Dispute .pdf](#)

Good afternoon-

I hope this message finds you well. I am writing to formally submit a protest and request an appeal regarding the recent decision to award the Phlebotomy Services contract 2024130 to Desert Testing Services LLC.

As former employees of Desert Testing LLC, we have an intimate knowledge of the ethical standards and integrity of this employer. It is our deep concern regarding the practices observed during our tenure that has led us to establish Phlebotomy Response Team. Our company is committed to upholding fair employment practices, ethical standards, and professionalism at all times.

During our time at Desert Testing LLC, we observed several instances of non-compliance with federal and state pay practices, including delayed payments and discrepancies in payroll processing. These practices not only violate labor laws but also undermine the integrity of the contract awarded to Desert Testing LLC.

We are aware of Desert Testing LLC's policies and procedures and performance that do not align with the contracted expectations

1. Compliance with applicable laws.
 - a. Desert Testing LLC has been found, on a number of occasions, by the Labor Department of the Industrial Commission of Arizona, to be outside of compliance with pay practices. Specifically, *"each employer in this state shall designate two or more days in each month, not more than sixteen days apart, as fixed paydays for payment of wages to the employees adhering to paying employees"*, per A.R.S 23-351(A). A copy of one of the disputes is attached. There are several others.
 - b. Pay is regularly 2-3 months in arrears. Several employees filed complaints with the Department of Labor's Wage and Hour Division, Labor Department of the Industrial Commission of Arizona, and Department of Economic Security. Some employees filed police reports and pursued legal action against Desert Testing LLC due to the common pay practices.
 - a. Employees who resigned or were terminated were not paid, per A.R.S. 23-353. There are terminated employees, greater than 1 year, who have yet to be paid in full.
2. Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City)
 - a. Desert Testing LLC, regularly had employees report draws on their log sheet that were not completed. I.e. A phlebotomist was unsuccessful in obtaining a blood draw and another phlebotomist was called in to perform

- the draw; both phlebotomists would log the draw on their log sheet and these were submitted for payment to the city.
- b. Desert Testing LLC, employed phlebotomist with criminal background and when it was brought to the company's attention, the employee was not terminated, they were simply eliminated from drawing blood for Mesa but are being utilized to draw for other agencies..
3. Financial stability and the perceived ability to perform completely as specified.
 - a. Desert Testing LLC, regularly did not pay the employees, stating the City of Mesa had not paid the company. This is messaging that went out to employees on a regular and routine basis, verbally, via text message, and email. We are aware that the City of Mesa paid their invoices on a regular and routine basis, however the message sent out to the staff as to why they were not being paid was Mesa was behind on their billing.
 4. A back-up phlebotomist will be provided for calls the primary phlebotomist is unable to meet the response time.
 - a. Desert Testing LLC, regularly had/has staffing issues where a backup was not scheduled, for months at a time. There were countless times officers had to wait well passed the contracted response time for a phlebotomist.
 5. Providing qualified phlebotomist able to adequately draw blood in a medically appropriate and safe manner.
 - a. Desert Testing LLC has employed phlebotomist that lack the skill set to adequately and appropriately obtain blood samples. Many times, sticking suspects, often more than 3 times and sometimes as many as 6+ times and needing to utilize multiple phlebotomists to obtain the blood. A number of times Desert Testing LLC was asked to not have a particular phlebotomist draw blood for Mesa and this phlebotomist was continually scheduled and the excuse given was that Desert Testing LLC did not have funds to pay out the employee to facilitate the termination.

Our decision to protest and appeal the intent to award is driven by our commitment to upholding the highest standards of service quality, integrity, and professionalism. We firmly believe that the City of Mesa and its residents deserve a vendor that not only meets contractual obligations but also adheres to ethical and legal standards.

We appreciate your attention to this matter and respectfully request a thorough review of our appeal in accordance with Article 6 of the Procurement Rules. If you require any further information or documentation to support our appeal, please do not hesitate to contact us.

Thank you for your time and consideration.

Daisy Badger and Karen Jaress

Owners

Phlebotomy Response Team

480.939.9077

prtdraws.com



June 4, 2024

Daisy Badger, Owner
Phlebotomy Response Team LLC
245 W. 2nd St., Suite 38
Mesa, AZ 85201
Sent via email to: daisy@prtdraws.com

Subject: City of Mesa Response to Protest; Solicitation No. 2024130 ("RFP")
Phlebotomy Services

Dear Ms. Badger,

This letter is submitted to you following the City of Mesa Procurement Rules ("Procurement Rule(s)") Section 6.3 and will serve as the City of Mesa's ("City") response to your letter received by email on May 8, 2024, in which Phlebotomy Response Team protests the Solicitation Award ("Protest"). To issue this response to the Protest, the City reviewed the claims made in the protest and discussed the claims with the evaluation committee, and City staff. The City responds to each claim made by Phlebotomy Response Team in the Protest as follows:

Claim #1: We are aware of Desert Testing LLC's policies and procedures and performance that do not align with the contracted expectations.

1. Compliance with applicable laws.
 - a. Desert Testing LLC has been found, on a number of occasions, by the Labor Department of the Industrial Commission of Arizona, to be outside of compliance with pay practices. Specifically, *"each employer in this state shall designate two or more days in each month, not more than sixteen days apart, as fixed paydays for payment of wages to the employees adhering to paying employees"*, per A.R.S 23-351(A). A copy of one of the disputes is attached. There are several others.
 - b. Pay is regularly 2-3 months in arrears. Several employees filed complaints with the Department of Labor's Wage and Hour Division, Labor Department of the Industrial Commission of Arizona, and Department of Economic Security. Some employees filed police reports and pursued legal action against Desert Testing LLC due to the common pay practices.
 - c. Employees who resigned or were terminated were not paid, per A.R.S. 23-353. There are terminated employees, greater than 1 year, who have yet to be paid in full.

City Response: The City is not involved in the private pay agreement between employer/employee. City of Mesa pays for a service and the Contractor is responsible for paying their employees. Desert Testing LLC's history with the City does not reflect any pay practice issues affecting its performance under its contract with the City.

Claim #2: Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City)

- a. Desert Testing LLC, regularly had employees report draws on their log sheet that were not completed. I.e. A phlebotomist was unsuccessful in obtaining a blood draw and another phlebotomist was called in to perform the draw; both phlebotomists would log the draw on their log sheet and these were submitted for payment to the city.

City Response: Mesa does not pay for any more than one draw per report number other than cases requiring two draws at Vehicle Crimes Unit (VCU) request.

- b. Desert Testing LLC, employed phlebotomist with criminal background and when it was brought to the company's attention, the employee was not terminated, they were simply eliminated from drawing blood for Mesa but are being utilized to draw for other agencies.

City Response: Mesa does not have control over the agreements with other agencies. When made aware, Mesa did specify the Phlebotomist could not draw for Mesa any longer and she has not.

Claim #3: Financial stability and the perceived ability to perform completely as specified.

- a. Desert Testing LLC, regularly did not pay the employees, stating the City of Mesa had not paid the company. This is messaging that went out to employees on a regular and routine basis, verbally, via text message, and email. We are aware that the City of Mesa paid their invoices on a regular and routine basis, however the message sent out to the staff as to why they were not being paid was Mesa was behind on their billing.

City Response: There have been occasions where the City paid an invoice later in the month than usual. However, as stated above, Mesa is not involved in the private pay agreement between employer/employee.

Claim #4: A back-up phlebotomist will be provided for calls the primary phlebotomist is unable to meet the response time.

- a. Desert Testing LLC, regularly had/has staffing issues where a backup was not scheduled, for months at a time. There were countless times officers had to wait well passed the contracted response time for a phlebotomist.

City Response: City does not have any documented history of Desert Testing, LLC failing to meet response times on a regular basis. There have been some instances, but we have not been advised it was systemic or excessive.

Claim #5: Providing qualified phlebotomist able to adequately draw blood in a medically appropriate and safe manner.

- a. Desert Testing LLC has employed phlebotomist that lack the skill set to adequately and appropriately obtain blood samples. Many times, sticking suspects, often more than 3 times and sometimes as many as 6+ times and needing to utilize multiple phlebotomists to obtain the blood. A number of times Desert Testing LLC was asked to not have a particular phlebotomist draw blood for Mesa and this phlebotomist was continually scheduled and the excuse given was that Desert Testing LLC did not have funds to pay out the employee to facilitate the termination.

City Response: City is aware of some instances where multiple sticks were needed. There are a variety of factors that may have contributed to the situation. This is something the City would certainly expect Lt. Stokes to be notified of and he would contact Desert Testing LLC about it. Again, we do not have a documented history of this being systemic or excessive.

I appreciate you bringing your concerns to the City but my findings and consultation with City staff have determined that these concerns are not enough to move forward with the cancellation of an award to Desert Testing. The City has not identified any history of issues raising concerns about Desert Testing's ability to perform under the contract, and Desert Testing has been a trusted City Contractor for many years. These concerns are internal issues and should be dealt with internally by Desert Testing.

In summary, this award was made in the best interest of the City. The City is proceeding with an award to Desert Testing Service. Desert Testing Services has a proven history with the City of Mesa and has provided quality service and qualified staff.

After reviewing the allegations in the Protest and discussing the evaluation with City staff, the City did not find a valid basis to protest this award. For the aforementioned reasons, your Protest is denied. According to Procurement Rules Section 6.4, you may appeal this decision within seven (7) calendar days to the Chief Procurement Officer.

The City of Mesa Procurement Rules is available at <https://www.mesaaz.gov/business/purchasing> under Policy Documents.

Please address all correspondence to:

Chief Procurement Officer
City of Mesa
20 E. Main St., Suite 450
Mesa, AZ 85201

Sincerely,



Kristy Garcia, NIGP-CPP, CPPO, CPPB
Procurement Administrator