



## WILLIAMSON COUNTY GOVERNMENT

January 11, 2022

To Whom It May Concern:

Williamson County is seeking providers for COVID-19 Molecular Lab Testing. The lab must be located in Williamson County and will service Williamson County Government and Williamson County School employees.

Request for Service submittals must be received by February 3, 2022, 2:00 p.m. Submit in a sealed envelope to the County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064. **Each envelope should be plainly marked: COVID-19 Testing, February 3, 2022, 2:00 p.m. Envelope must also include provider's company name. IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE BID WILL NOT BE OPENED.**

Williamson County reserves the right to reject any and/or all submittals, to waive technicalities or informalities, and to accept any proposal deemed to be in the best interest of Williamson County. **No submittal shall be valid unless signed.** No submittal shall be accepted by FAX machine.

The successful provider will be required to comply with contract and insurance requirements.

Enclosed is an *Ethical Standards Affidavit, Iran Divestment Act Affidavit, Fair Employment Affidavit, Immigration Attestation and Immigration Compliance Affidavit, and Business Tax and License Affidavit.* Please complete these documents and return them in the sealed envelope.

If you have any questions, please e-mail [leslie.mitchell@williamsoncounty-tn.gov](mailto:leslie.mitchell@williamsoncounty-tn.gov). All questions must be submitted in writing by 2:00 p.m. CST on January 27, 2022. No addenda will be issued within 48 hours of the submittal deadline.

Sincerely,

Leslie Mitchell, NIGP-CPP, CPPO, CPPB  
Purchasing Agent





**WILLIAMSON COUNTY  
GOVERNMENT  
REQUEST FOR SERVICE  
FOR  
COVID-19 MOLECULAR LAB  
TESTING**



**REQUEST FOR SERVICE**  
**WILLIAMSON COUNTY**  
**GOVERNMENT**

**I. Introduction:**

Williamson County is seeking providers for COVID-19 Molecular Lab Testing. This does not include COVID-19 antigen or antibody testing.

Laboratories shall certify that they have read and shall meet the requirements by signing Attachment 1 COVID-19 Lab Selection Requirements. The person that signs must have signatory authority.

Williamson County is seeking lab testing vendors to provide the services outlined in this RFS. Williamson County intends to award one or more labs who will service Williamson County Government employees and Williamson County School employees.

The lab must be located in Williamson County.

The project period is expected to begin on ***February 10, 2022*** and will last up to one (1) year. At that time, the County will review the performance and determine if a new request for services is necessary.

**II. Scoring Questionnaire:**

To respond to this Request for Service, please complete the **Scoring Questionnaire and submit all required documents**. The **Scoring Questionnaire** contains detailed questions about the specifics of the project.

**III. Schedule of Events:**

The following is the anticipated schedule for awarding the COVID-19 Molecular Lab Testing contracts. Williamson County reserves the right to adjust the schedule as it deems necessary.

<b>EVENT</b>	<b>TIME (Central Time)</b>	<b>DATE (all dates are state business days)</b>
1. RFS Issued		January 11, 2022



2. Written "Questions & Comments" Deadline	2:00 p.m.	January 27, 2022
3. State Response to Written "Questions & Comments"		January 31, 2022
4. Deadline for Submission	2:00 p.m.	February 3, 2022
5. Selection Notice Released	2:00 p.m.	February 7, 2022
6. Effective Start Date		February 10, 2022

#### **Questions and Answers:**

Questions regarding this request must be submitted via email to Leslie Mitchell, [lesliemitchell@williamsoncounty-tn.gov](mailto:lesliemitchell@williamsoncounty-tn.gov) and must be received no later than **2:00 PM – on January 27, 2022**. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner.

**Deadlines stated above are critical.** If the provider's proposal does not include all of the required items and information provided herein, the proposal will be deemed non-responsive and will be rejected. Proposals must adhere to all signatory requirements as instructed in this request for services. Proposers shall remain responsible for any delay in U.S., County, or any other mail services resulting in a submittal being received late by Williamson County. Williamson County assumes no responsibility for delays or delivery failures resulting from a vendor's method of submitting the proposal. Only those clarifications or interpretations of the documents that have been issued by written addenda by Williamson County will be official. Neither Williamson County nor the Purchasing Agent shall be held responsible for oral interpretations. Should any apparent discrepancies, omissions, or doubt as to meaning be found in the document, the Proposer shall at once notify the person listed herein below for administrative questions

#### **IV. Submission of Scoring Questionnaires:**

The submission must be received no later than February 3, 2022, 2:00 pm central.

All questions must be emailed to Leslie Mitchell at [leslie.mitchell@williamsoncounty-tn.gov](mailto:leslie.mitchell@williamsoncounty-tn.gov) by 2:00 p.m. on January 27, 2022.

## **V. Evaluation:**

The successful provider(s) will be chosen on the following criteria:

- A. Scoring Criteria (Attachment 2):
  - 1. Technical Experience and Turnaround: 50 total points
  - 2. Costs per test: 50 total points
  
- B. Based on highest evaluated responses, Williamson County may select multiple providers.
  
- C. Any Scoring Questionnaire that is incomplete or contains significant inconsistencies or inaccuracies shall be rejected. Williamson County reserves the right to waive minor variances or reject any or all Scoring Questionnaires. Williamson County reserves the right to request clarifications from all providers.
  
- D. Award shall be recommended to the proposer whose proposal best meets the needs of Williamson County. Williamson County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The successful proposer will receive written notification of the award, along with instructions for finalizing the agreement documents. Receipt of the fully executed contract will serve as proposer's notice to proceed with the provision of goods and services.
  
- E. Proposals shall remain valid for sixty (60) days from the due date. Williamson County reserves the right to negotiate with the successful proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this request. The cost of preparation of proposals shall be the obligation of the proposer. All proposals, whether accepted or rejected, shall become the property of Williamson County and will not be returned

## **VI. Terms and Conditions:**

Following Williamson County's evaluation, a contract will be provided to those selected proposers.

The following are general contract terms contained in similar Williamson County form contracts concerning Goods and Services. The terms contained herein are not to be viewed as an all-inclusive list of terms having the effect of excluding other terms. Williamson County reserves the absolute right to revise, delete, or add terms and obligations as the County determines are in its best interest.

1. Understanding the County is relying on these representations; the Vendor makes the following express representations to County:
  - A. The Vendor has the capability and experience to provide the Services and Goods and to fully comply with all terms and conditions of this Contract;
  - B. The Vendor is financially solvent and has sufficient working capital to perform the services and provide the goods and fulfill all other obligations under this Contract;
  - C. The Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department, State Department, or local government;
  - D. The Vendor has not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - E. The Vendor has not, within a three (3) year period preceding this Contract, had one or more public transactions (Federal, State or local governments) terminated for cause or default; and
  - F. Vendor will comply with all Federal, State, and local governmental laws, rules, and regulations relating to its provision of the goods and services and responsibilities, as set forth in this Contract.
  
2. The multi term contracts that exceed June 30 of the current year are contingent on future funding by the County's legislative body. The County warrants that it has the funds available to pay all payments until the end of your current fiscal period and shall use reasonable effort to obtain funding through the budgeting process as provided under the 2001 Williamson County Budget Act. Should the Williamson County Board of Commissioners fail to appropriate funds to pay the payments for subsequent fiscal years, then County shall provide Vendor with notice and this Contract shall terminate on the last day of the fiscal year for which funds were appropriated. Nothing contained in this Contract or any other document provided by Vendor shall be construed as binding the County to expend any sum in excess of appropriations made by County's Legislative Body for the purposes set forth in this Contract or as involving County in any contract or other obligation for the further expenditure of money in excess of such appropriations including, but not limited to, liquidated damages.
  
3. Vendor acknowledges that it shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of Vendor, a subcontractor under a contract to Vendor or a person associated therewith, as an inducement for the award of a subcontract or commercial sales order.

4. Vendor agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the Contract or the goods and services provided by Vendor. Vendor agrees that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Vendor shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.
5. **Americans with Disabilities Act of 1990 (ADA)**. The Vendor will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.
6. County may terminate this Contract for cause, in whole or in part, if Vendor, as determined by County:
  - A. engages in any conduct that may expose the County to liability;
  - B. breaches any of the material terms or obligations under the Contract, including but not limited to obtaining and maintaining, throughout the Term of the Contract, Federal and/or State voting system certification; or
  - C. fails to cure a breach within the time stated in a notice of breach provided Vendor shall be afforded no less than thirty (30) days to cure any such breach under the Contract unless otherwise mutually agreed upon by the parties.

Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material. County will only pay for amounts due to Vendor accepted by the County before the effective date of termination. Vendor must promptly reimburse to County any prepaid amounts by the State prorated to the date of such termination, including any prepaid Fees for support and licensing services. Further, Vendor must pay all reasonable costs incurred by County in terminating this Contract for cause, including administrative costs, attorneys' fees, and court costs.
  - D. County may terminate this Contract if Vendor, or any successor or assignee of Vendor, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors or if involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Vendor, or if a receiver or trustee shall be appointed for all or substantially all of the property of Vendor, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment.
7. The County may terminate this Contract at any time upon written notice to Vendor. Termination will become effect on the date of the notice of termination, unless the County's notice provides for a different termination date beyond the notice date. Vendor shall be compensated for the provision of goods and services provided prior to the termination date and which is required to fulfill Vendor's obligations.

9. Vendor's personnel performing services shall be licensed as required by applicable law and shall be neat, clean, and courteous. Vendor shall not permit its agents, servants, or employees to conduct business or otherwise act in a loud, noisy, boisterous, offensive, or objectionable manner while on County property or during the provision of services. Vendor shall be responsible for all its expenses in connection with its operation and the rights and privileges herein granted, including without limitation, taxes, permit fees, license fees, and assessments lawfully levied or assessed upon Vendor, and secure all such permits and licenses as may be lawfully required.
10. To the fullest extent permissible by applicable law, Vendor shall indemnify and hold harmless County, its officers, agents and employees from any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Vendor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the provision of the goods and services and any claims, damages, penalties, costs and attorney fees arising from any failure of Vendor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws including, but not limited to, copyright laws, labor laws, and minimum wage laws except caused by the gross negligence of County, its officers or employees.
11. Vendor acknowledges that the County is subject to the Tennessee Open Records Act. This may require County to provide requested documents to members of the public or press including, but not limited to, a copy of the Terms and Conditions or any documents submitted by or on behalf of Vendor as part of its response to bid request. Compliance by County with the Open Records Act shall not be a breach of this Contract. Should County receive a public records request that includes the provision of any document provided by Vendor, County shall give Vendor no more than five (5) working days to object to the provision of the documents including the basis for the objection.
12. The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Contract. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this section.
13. This Contract is governed, construed, and enforced in accordance with the State of Tennessee law excluding choice-of-law principles, and all claims relating to or arising out of this Contract shall be governed by Tennessee law, excluding choice-of-law principles. Any action between the parties arising from this Contract shall be maintained exclusively in the courts of Williamson County, Tennessee.
14. Vendor must notify County within seven (7) calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding involving Vendor, or an officer or director of Vendor, that arises during the term of this Contract and that could reasonably be expected to affect Vendor's ability to comply with this Contract.
15. In the event either party deems it necessary to take legal action to enforce any provisions of this Contract or in the event County prevails, Vendor shall pay all of County's expenses of such action including reasonable attorney fees and court costs at all stages of litigation.
16. Nothing contained in this Contract is intended nor will be construed as creating any requirements that County contract exclusively with Vendor. This Contract does not restrict County or its agencies from acquiring similar, equal, or like services or goods from other sources.



17. This Contract has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Contract, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever the Contract provides for one party hereto to provide authorization, agreement, approval, or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization,

approval, agreement, or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion and shall be in writing unless otherwise mutually agreed by the parties.

#### ADDITIONAL CONTRACT TERMS AND CONDITIONS

In addition to the standard terms contained in Williamson County contracts and those required by applicable law, by submitting a proposal you agree on behalf of the entity for which the proposal was submitted to the following terms and conditions:

1. **Governmental Regulations.** Vendor shall comply with all federal, state and local rules, laws and regulations. Vendor is responsible for obtaining all necessary licenses and permits required to provide the goods and services.
2. **Lobbying Prohibitions.** The Vendor certifies, to the best of its knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Engineer shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The Vendor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
3. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released Vendor shall include the statement: "This project is funded under an agreement with the State of Tennessee and/or concerns use of federal or state grant funds." Any such notices by the Vendor shall be approved by the County.
4. **Conflicts of Interest.** The Vendor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Vendor in connection with any work contemplated or performed relative to this Contract. The Vendor shall insert in all agreements entered into in connection with the provision of goods and services and shall require its Vendor to insert in each of its subcontracts, the following provision: "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, Subcontractor, or consultant to the Engineer in connection with any work contemplated or performed relative to this Agreement."

5. **Interest of Members of or Delegates to, Congress (applied to federal aid projects).** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or any benefit arising therefrom.
6. **Records.** The Vendor shall maintain documentation for all charges against Williamson County under this Contract. All costs charged to Williamson County, including any approved services, shall be supported by properly completed invoices, agreements, or vouchers evidencing in proper detail and in a form acceptable to Williamson County the nature and propriety of the charges. The books, records, and documents of the Vendor, insofar as they relate to the provision of goods and services or money received, shall be maintained and made available upon request to Williamson County at all times during the period of this Contract and for at least five (5) years after final payment is made. Copies of these documents and records shall be furnished to Williamson County or the Tennessee

Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Vendor's general accounting records, together with supporting documents and records, of the Vendor and all subcontractor providing goods or services and all other records of the Vendor and subcontractors considered necessary by Williamson County for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The aforesaid requirements to make records available to Williamson County shall be a continuing obligation of the Vendor and shall survive a termination of tis Contract.

7. **Public Accountability.** If the Vendor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if the Contract involves the provision of services to citizens by the Vendor on behalf of Williamson County or the State of Tennessee, the Vendor agrees to establish a system through which recipients of services may present grievances about the provision of goods and services, and the Vendor shall display in a prominent place, located near the passageway through which the public enters in order to receive pass through Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS ENTITY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN ENTITY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

8. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.**  
The Vendor certifies to the best of its knowledge and belief, that it and its principals:
- A. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department, State Department or Williamson County;
  - B. It has not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of other similar crimes;
  - D. It has not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
  - E. It will comply with all Federal, State, and local governmental laws, rules, and regulations relating to its responsibilities, as set forth in this Contract.

Funding under the American Rescue Plan Act.

Should Williamson County use funds received under the American Rescue Plan Act, Vendor, as a beneficiary of grant funds, shall comply with all ARPA guidelines. The full guidelines are found in the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds (version 1.1) which is incorporated in this Contract in full as if stated in verbatim. Vendor's compliance responsibilities will generally be subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal awards, 2 CFR Part 200.

9. Any successful proposers shall adopt and enforce an on-the-job seat belt policy and program for its employees when operating company owned, leased or personally owned vehicles used for the purpose of work.

10. Any successful proposers shall prohibit text messaging while operating vehicle during for the purpose of work.

## COVID-19 Lab Selection Requirements

Laboratories must meet the specifications listed below.

### A. Licensing Requirements

- A.1. Must hold a CLIA license for moderate-high complexity testing and be in good standing with the TN state medical laboratory board
- A.2. Must perform a molecular COVID-19 test that has received Emergency Use Authorization (EUA)
- A.3. Must have completed a verification or validation study for each EUA molecular COVID-19 test conducted at laboratory
- A.4. Must be successfully enrolled in a CLIA (or state) accepted Proficiency Testing (PT) Program for COVID-19. A copy of all PT results must be reported to the State Public Health Laboratory (SPHL) within one week of receipt.
- A.5. Please see scoring rubric for required documentation

### B. Specimen Supplies and Transport

- B.1. Must supply all specimen collection materials needed for testing, including swabs, transport media, biohazard bags, shipping containers and cooling devices if needed (i.e. icepacks/cool packs) and appropriately sized specimen lock boxes.
  - B.1.a Must supply and deliver additional collection kits for unscheduled urgent testing as needed by Williamson County.
- B.2. Must maintain logistical infrastructure to provide same-day or overnight transport of specimens 5 days per week, while maintaining specimen integrity to Williamson County.
- B.3. Provide high volume COVID-19 test capacity and demonstrated successful experience handling such high volumes.

### C. Requisition and Reporting

- C.1. Must have an existing electronic Lab Web Portal(s) or other electronic means for ordering and retrieval of results by both the ordering provider and patients immediately upon release of results. Lab Web Portal(s):
  - C.1.a. Must provide paper requisition as back up
  - C.1.b. Must have the capacity to provide a line list of results in a standardized Excel format with one test result per row for the ordering provider.
    - C.1.c. Must be able to display laboratory test results in the portal within 24 hours of specimen collection
    - C.1.d. Must have the capacity to share results via secure email, fax, or auto print to standard office printer for individual lab results to the ordering provider.
- C.2. Have an easily accessible patient portal that complies with the privacy and security requirements of all applicable laws and regulations
  - C.2.a. Must provide patient portal access within one business day of specimen receipt.
    - C.2.a.1. Note-patient results must be in a pdf format that can be easily printed
    - C.2.a.2. Note- must provide 12 hour per day customer technical support
- C.3. Must describe requisition process and reporting process in full detail including expected turnaround times, portal accessibility, usage and reporting methods.
- C.4. Must provide results to Williamson County Government as requested.

**D. Quality Assurance/Client Satisfaction**

- D.1** Must provide documentation of quality assurance (QA) metrics that include:
  - D.1.a** Have a mechanism in place for addressing pre-analytical issues such as discordance between labeling on samples and requisition forms, improperly packaged or leaking samples, etc.
  - D.1.b** Can provide documentation of mechanism in place for post-analytical review of results prior to reporting
  - D.1.c** Can provide documentation of QA process for lab reporting and uploading into patient/provider portals.
  - D.1.d** Documentation of discordant reporting events (when results in portal do not reflect true testing results)
- D.2.** Store all positive specimens/samples frozen at -70 °C or colder for 6 months, and negative specimens/samples at -70 °C or colder for 3 months.

## **Covid19 Lab Selection Requirement Signature Page**

By signing below, Vendor certifies that they have read and shall meet the requirements.

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Signature

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Printed Name, Company, and Title

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Email

### Scoring Requirements

Company Name:

Please provide the following documentation to be considered for the Delegated Authority. Please note that this documentation is only for COVID-19 molecular tests. This does not include COVID-19 antigen or antibody testing.

Item	Pass/ Fail or Scale	Reviewer	Vendor Submission:	Score: Pass/Fail or 1-5 (to be filled out by WCG)
<b>Section A: Pass/Fail. Any response receiving a Fail will not move forward for any further evaluation.</b>				
<b>Licensing Requirements</b>				
CLIA Certificate Number for moderate-high complexity testing	Pass/ Fail	N/A		
TN Medical Lab Board License Number	Pass/ Fail	N/A		
List the manufacturer and test name for all FDA EUA COVID-19 molecular tests	Pass/ Fail	N/A		
Provide completed verification or validation studies for each EUA molecular COVID-19 test performed by laboratory	Pass/ Fail	N/A		
<b>Specimen Supplies and Transport</b>				
Provide an inventory that demonstrates the laboratory can supply all specimen collection materials needed for testing, including swabs, transport media, biohazard bags, shipping containers with cooling devices (i.e., ice packs/cool packs) and sufficiently sized specimen lock boxes	Pass/Fail	N/A		
Provide logistical infrastructure (5 days per week) to provide same-day or overnight transport of specimens while maintaining specimen integrity	Pass/Fail	N/A		
Demonstrated successful experience handling high volume COVID-19 test capacity (at least 1500 samples/day).	Pass/Fail	N/A		

Requisition and Reporting		
Provide evidence of an existing electronic Lab Web Portal(s) for the ordering provider immediately upon release of results.	Pass/ Fail	N/A
Provide evidence of an existing electronic Lab Web Portal(s) for retrieval of results by the patient immediately upon release of results.	Pass/ Fail	N/A
Provide evidence of an existing electronic Lab Web Portal(s) or other electronic means and a paper alternative for requisition/ordering of tests	Pass/ Fail	N/A
<b>Section B: Technical. Each criterion will receive a technical evaluation score of 1-5, with 1 being low and 5 being high. The total score for technical will be scored using the formula below. The max number of points for this section is 85 points.</b>		
Licensing Requirements		
Williamson County Evaluation Committee will perform a review of all verification/validation studies to determine score	Scale	Committee Review
A copy of all Proficiency Testing (PT) results for COVID-19.	Scale	
Specimen Supplies and Transport		
Provide documentation of your daily testing capacity for COVID-19 (total number of tests/day) for the past 30 days	Scale	Committee Review
Provide documentation to show average turnaround time and volume for all COVID-19 molecular tests in the past 30 days.	Scale	Committee Review



<p style="text-align: center;"><b>Total Raw Weighted Score</b></p> <hr style="width: 20%; margin: 10px auto;"/> <p style="text-align: center;"><b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 5 x the sum of item weights above)</i></p>	<p><b>X 85</b> <i>(maximum possible score)</i></p> <p><b>= SCORE:</b></p>	
<p><b>Section C: Costs. The total score for costs will be scored using the formula below. The maximum score for costs is 15 points.</b></p>		
<p>Cost per Test (may not charge more than \$100 per test):</p>	<p>Scale</p>	<p style="text-align: center;">N/A</p>
<p><b>lowest evaluation cost amount from <u>all</u> proposals</b></p> <hr style="width: 20%; margin: 10px auto;"/> <p><b>evaluation cost amount being evaluated</b></p>		
		<p><b>x 15</b> <i>(maximum section score)</i></p> <p><b>= SCORE:</b></p>
<p><b>Total Evaluation Score:</b></p>		

## ***Business Tax and License Affidavit***

***Business Tax and License Affidavit.*** The undersigned, ("Affiant"), states that he/she has the legal authority to swear to this on behalf of \_\_\_\_\_, ("Contractor"); that Contractor is not in any manner in violation of *Tennessee Code Annotated, Section, 5-14-108(l)* which provides that "(n)o purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent." Affiant affirms and warrants that Contractor's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in \_\_\_\_\_ (County), Tennessee.

### **Affiant**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Witness: \_\_\_\_\_

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

*Ethical Standard Affidavit.*

**State of Tennessee**

**County of Williamson County**

*Ethical Standard Affidavit.* After first being duly sworn according to law, the undersigned (“Affiant”) states that he/she has the legal authority to swear to this on behalf of \_\_\_\_\_ (“Contractor”) that no part of any other governmental monies provided for the services or products contemplated in this Agreement which was received from the State of Tennessee and/or Williamson County shall be paid directly to an employee or official of the State of Tennessee or Williamson County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the County or the Contractor in connection with any work contemplated or performed relative to this Agreement. Affiant and Contractor further swears that no federally, state, or county appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any employee of the State of Tennessee, or employee of Williamson County in connection with the awarding of any federal, state, or county contract, the making or awarding of any government grant, the making of any government loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal, state or county contract, grant, loan, or cooperative agreement.

**Affiant**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

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

**FAIR EMPLOYMENT PRACTICES AFFIDAVIT**

**State of** \_\_\_\_\_ **County of** \_\_\_\_\_

***Fair Employment Practices Affidavit:*** After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the \_\_\_\_\_ (Offeror) and that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

***And Further Affiant sayeth not:***

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**IMMIGRATION ATTESTATION  
AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

CONTRACTOR'S LEGAL ENTITY NAME \_\_\_\_\_

CONTRACTOR'S TENNESSEE LICENSE NUMBER \_\_\_\_\_

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of the Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of any Services under this Agreement.

By executing this affidavit, the undersigned person or entity verifies its compliance with the Tennessee Lawful Employment Act codified at *Tennessee Code Annotated, Section 50-1-701, et. seq.*, stating affirmatively that the Contractor which is contracting with Williamson County government has registered with and is participating in the federal work authorization program commonly known as E-Verify or has obtained and maintains copies of the required documents in accordance with the applicable provisions of the Tennessee Lawful Employment Act.

The Contractor further agrees that it will continue to comply with all provisions of the Tennessee Lawful Employment Act, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who comply with the applicable provisions of the Tennessee Lawful Employment Act.

The undersigned person or entity further agrees to maintain records of the documents or of such compliance including documentation for all subcontractor(s) retained to perform such service on behalf of the Contractor for the minimum period provided in the Tennessee Lawful Employment Act.

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Name of Person or Entity)

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Witness: \_\_\_\_\_

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

**CERTIFICATION OF COMPLIANCE WITH  
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

**Certification Requirements.**

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

**CERTIFICATION:**

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Respondent Name Printed Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

Witness: \_\_\_\_\_

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