



Request for Proposal

RFP # 21-049

Request for Proposals for COVID-19 Testing Laboratory Services

For Wake County Human Services (WCHS), Division of Public Health

Wake County, North Carolina

Raleigh, North Carolina 27602

Proposals are due by June 16, 2021 BEFORE 3:00 p.m.

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1.0 Introduction

1.1 Background

Background:

More than a year into the pandemic, Wake County Human Services (WCHS) Division of Public Health is shifting strategies; seeking to provide a targeted approach to long term county surveillance and testing for COVID-19.

Key objectives for the Wake County Public Health testing program for Fiscal Year 22 are:

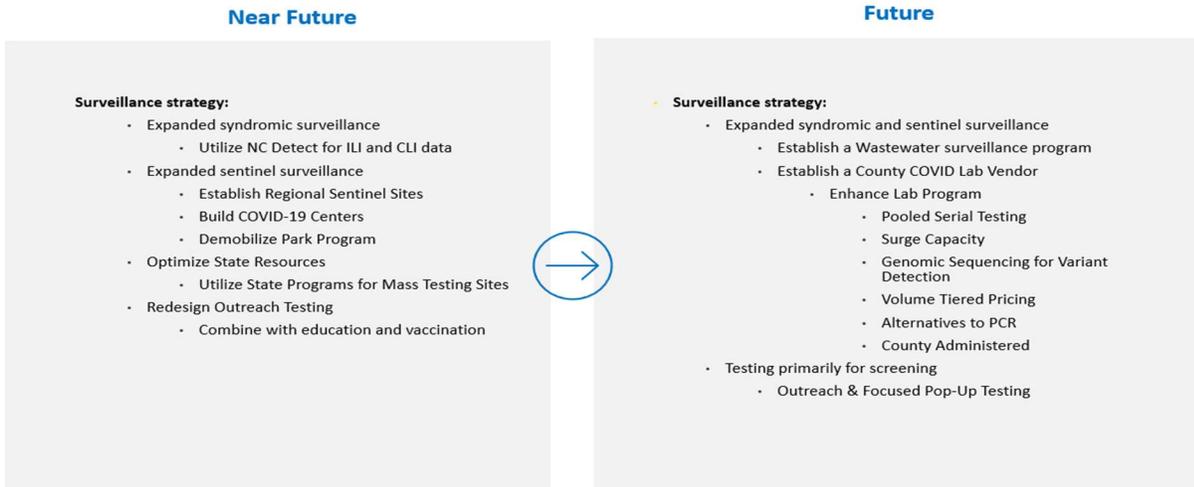
- Screening for surveillance and situational awareness
- Monitoring community testing capacity to ensure adequate data to inform intervention and treatment
- Identifying cases for public health and social measures
- Ensuring equitable access to testing for historically marginalized populations and at-risk groups
- Optimizing cost effective use of resources
- Maintaining surge capacity to provide timely results.

WCHS currently conducts testing at the Wake County Human Services building located at 10 Sunnybrook Road, Raleigh, North Carolina and at the Northern, Eastern, Southern Regional Centers, and Departure Drive Service Centers located in Wake Forest, Zebulon, Fuquay-Varina, and Raleigh, North Carolina.

2.0 Scope of Services

2.1 Overview and Anticipated Timeline

Wake County is seeking innovative proposals from qualified providers detailing a comprehensive plan to address Wake County Human Services' (WCHS) COVID-19 laboratory service needs. Proposals should include a plan for both on-site and mobile testing services.



2.2 Required Qualifications

Wake County seeks a vendor with the following capacity and/or qualifications:

1. Proven track record of implementing testing services
2. The ability to submit monthly invoices for processing and payment
3. Knowledge and use of established FDA EUA method/products
4. The Provider will meet all State of North Carolina requirements for the reporting of all COVID-19 test results
5. The Provider shall complete and remit the Wake County Business Associates Agreement (BAA) prior to delivery of the first test kit to Wake County.
6. Hours of operation:
 - a. Maximum Total Availability 8:00 am-8:00 pm, 7 days a week
 - b. Normal Hours – to be set by the county with one week’s notice for mobile and fixed locations
7. Ability to provide appropriate clinical decision making and management by providers who are properly licensed or certified in North Carolina.
8. Ensure that data sharing complies with state and federal regulations.
9. Exclusively work with laboratories that are CLIA or CAP certified and ensure all reference laboratories are onboarded to transmit all positive and negative testing results.
10. Vendor may not collect insurance information from patrons or bill insurance for any services administered.
11. Ability to provide Electronic Lab Reporting to NC Department of Health and Human Services (NCDHHS).
 - Electronically collect and timely submit the data to NC DHHS, Wake County Public Health, and patients.
 - Provide timely results of testing from sample collection to reporting, as detailed:
 - State: 24 hours
 - Clients: 24 hours
12. Provide specimen pick up at agreed upon location on at least a daily basis

- Preference: Twice Daily
 - Mobile Pick Up sites temporary established throughout Wake County
13. Provide comprehensive technical support services to support clients with Lab Client Portal
 14. Call Center to provide test results via phone for those unable to get results via portal
 15. Provide and manage a client lab portal for:
 - a. Registration of the testing kit
 - b. Distribution of clinical lab results
 16. Demonstrated ability to provide Quality Control including:
 - a. Provision of routine LAMP test verification with PCR to compare sensitivity and specificity (free of cost for quality control) upwards of 10% of all LAMP testing.
 - b. Ability to provide quality control data at Wake County's request.
 - c. Monthly report of Quality Control data and logs including calibration curves

2.3 Staffing

2.3.1 Background Checks

Contractor shall ensure that criminal clearances and background checks have been conducted for all Contractor's staff, and all Subcontractors' staff, prior to beginning and continuing work under any resulting contract. The cost of such criminal clearances and background checks is the responsibility of the Contractor whether the Contractor or Subcontractor's staff pass or fail the background and criminal clearance investigations. No use of controlled substances is permitted on any County property. The County reserves the right to immediately remove any contractor employee caught using or suspected of using controlled substances. The County can require additional background checks if desired. All checks must be by the County and state of NC.

2.3.2 Professional Competence

Contractor shall be responsible for securing and maintaining staff that possess expertise, professional competence and certifications required to provide all laboratory services and obligations imposed by the contract. In the event of a suspension, disciplinary action, or other adverse change in the certification or qualification of any personnel performing services under the contract, contractor shall no longer assign responsibilities under the contract to such personnel. Contractor is required to inform the County of any adverse changes in qualification or certification of personnel providing services during the term of the contract. In addition, if the Wake County Laboratory Manager, Medical Director, Clinical Services Director or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, does not meet the qualifications for complexity of testing or otherwise unsatisfactory, such person shall be removed immediately and not again be employed in the execution of this Contract.

2.3.3 Language Ability

Contractor's personnel, as well as all Subcontractors' staff who are performing services under this contract, shall be able to read, write, speak, and understand English in order to conduct business with the County. In addition to having competency in English, Contractor shall ensure that there is access to interpretive services and/or enough bilingual staff to meet the language needs of the community served.

2.4 Scope of Work

2.4.1 Testing Services

A. Required Services - Operations

1. Strike Team Services – Mobile Services

- a. Temporary pop up event for less than 35 operations hours a week
- b. Provide all services in a linguistically and culturally appropriate manner at every testing event
- c. Develop and implement communication and marketing plans for each testing event
- d. Provide all logistical support, including safety and security; administrative and clinical staff training; ensure sufficient clinical and administrative supplies and equipment; comply with Federal and State requirements for testing and vaccine transport, storage, handling, preparation, administration, and documentation; and testing event site management

2. 3rd Party Testing– Rate Lower

- a. Set up at a fixed location for more than 35 operational hours a week
- b. Provide all services in a linguistically and culturally appropriate manner at every testing event
- c. Develop and implement communication and marketing plans for each testing event
- d. Provide all logistical support, including safety and security; administrative and clinical staff training; ensure sufficient clinical and administrative supplies and equipment; comply with Federal and State requirements for testing and vaccine transport, storage, handling, preparation, administration, and documentation; and testing event site management

3. Wake County Administered Testing

- a. Provide test kits to allow Wake County Staff to administer and collect COVID-19 tests for those required testing noted below

B. Required Services – Testing Services

1. COVID-19 Surge Testing

- a. Turnaround time: Not to exceed 48hr after specimen collected
- b. Process maximum of 40,000 tests in 48 hours

2. COVID-19 Sequencing

- a. Maintain samples to be sent off or internally processes for complete sequencing

- b. Sample integrity:
 - (i) 100% of samples for 72 hours
 - (ii) 50% for 5 days
 - (iii) 10% for 7 days

3. COVID-19 Polymerase Chain Reaction (PCR) Testing

- a. Self-administered kits
 - (i) Sample collection tube with appropriate medium
 - (ii) Bag
 - (iii) Barcode label
 - (iv) Swab
- b. Staff trained to do PCR
- c. Test for the detection of SARS-CoV-2 virus via polymerase chain reaction (PCR) testing with 95% sensitivity and 90% specificity
- d. Provide established protocol for how PCR testing is conducted
- e. Use an established FDA EUA method/product

4. COVID-19 via Loop-mediated Isothermal Amplification (LAMP) Testing

- a. Self-administered kits
 - (i) Sample collection tube with appropriate medium
 - (ii) Bag
 - (iv) Barcode Label
 - (v) Swab
- c. Staff Trained to do LAMP
- d. Test for the detection of SARS-CoV-2 virus via Loop-mediated isothermal amplification testing with 95% sensitivity and 90% specificity
- e. Established Protocol for how LAMP is done
- f. Use an established FDA EUA method/product

C. Optional Services

- 1. COVID-19 Pooled Sample Testing**
 - a. Ability to process pooled samples
 - b. Established Protocol for how Pooling is done
 - c. Testing Turnaround Time: 24 hours
- 2. COVID-19 Polymerase Chain Reaction (PCR) Testing – Optional components**
 - a. Ability to detect Variants for 5-10% of all tests performed
- 3. COVID-19 via Loop-mediated isothermal amplification (LAMP) testing**
 - a. Ability to detect Variants for 5-10% of all tests performed
- 4. COVID-19 via Nucleic Acid Amplification testing (NAATs)**
 - a. Self-administered kits
 - i. Sample collection tube with appropriate medium
 - ii. Bag
 - iii. Barcode label
 - iv. Swab
 - b. Process tests and return results within 48 hours
 - c. Staff Trained to do NAAT

- d. Established Protocol for how LAMP is done
 - e. Use an established FDA EUA method/product
- 5. COVID-19 via Antigen Testing**
- a. Self-administered kits
 - i. Sample collection tube with appropriate medium
 - ii. Bag
 - iii. Barcode label
 - iv. Swab
 - b. Process tests and return results within 48 hours
 - c. Staff Trained to do Antigen
 - d. Established Protocol for how Antigen is done
 - e. Use an established FDA EUA method/product

2.4.2 Supplies

For all tests performed by contractor all necessary items, devices, equipment and supplies that are used to collect, process, transport, test or store specimens will be provided by contractor. The respective materials and supplies must comply with Clinical Laboratory Improvement Act (CLIA) standards. Contractor is responsible for all such costs and those costs /fees shall be all inclusive.

2.4.3 Hazardous Waste

The vendor is responsible for the safe removal of bio waste generated. The vendor will provide for off-site biohazardous waste disposal at Vendor's expense of any material generated by the testing operations. The waste must be properly disposed of and in a manner that always protects the confidentiality of the client.

2.5 Quality Assurance

2.5.1 NC Local Health Department Accreditation

Contractor shall meet all NC Local Health Department accreditation requirements and benchmarks pertaining to laboratory services and capacity as set forth in 10A NCAC 48B .0103 Accreditation Requirements.

2.6 Point of Contact:

The Contractor shall provide a point of contact that shall be responsible for the performance of the services including implementing the quality control plan. This individual shall have full authority to act for the Contractor on all matters relating to the daily operation of the contract. The Contractor shall designate this individual in writing to the Contracting Officer (CO) before the contract start date. An alternate may be designated, but the Contractor shall identify those times when the alternate shall be the primary point of contact.

2.7 Subcontractor(s)

If Contractor intends to employ a subcontractor(s) to perform some of the services described in this RFP the contractor shall notify Wake County in writing and the transmittal letter shall clearly indicate the other agency(s) involved, and Contractor shall clearly describe the role of the Subcontractor in the Proposal Package.

2.8 Information Technology

Vendor is responsible for providing and maintaining all information technology services and equipment necessary for operations, to include; all computers, servers, printers, computer hardware, telephones, on-site process control and automation systems, telecommunication assets, and other information technology-related equipment, internet, IT support,

Data transfer of testing information should be readily made available and transferable to Wake County through a secure platform/recipient administration report, no more than a day after testing event, with the following information – Sample collection address, First and Last Name, DOB, Sex, Race, Ethnicity, Phone Number, Physical Address, Date Sampled, Result, Date Resulted. E-mail address field should be added as an optional field.

Vendor will ensure accuracy of patient information collected and reported; vendor will be responsible for reconciling any incorrect information collected on their end where applicable.

3.0 General Terms and Conditions

3.1 Certification

The Proposer hereby certifies that this Request for Proposal has been carefully examined and the proposer understands the scope of the work to be done and has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that their proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies an understanding that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

3.2 Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal: (1) no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the

performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

3.3 Assignment

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

3.4 Indemnification

The Contractor will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Contractor, its subcontractors, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Contractor prompt, written notice of any such claim or suit. The County shall cooperate with Contractor in its defense or settlement of such claim or suit. This section sets forth -the full extent of the Contractor's general indemnification of the County from liabilities that are in any way related to Contractor's performance under this Agreement.

3.5 Independent Contractor

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.6 Governing Law

This RFP and any resulting contract shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract conflict with the laws of the State of

North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

3.6.1 E-Verify

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

3.6.2 Iran Divestment

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., Proposers and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to [NCGS 147 Article 6E, Iran Divestment Act](#), Iran Divestment Act Certification. Proposers and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.

In addition:

Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any Agency/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any Agency listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

3.6.3 Federal Uniform Guidance

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

3.7 Confidential Information/Public Records Law

The County assumes no responsibility for confidentiality of information offered in a proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Wake County reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and

evaluation process. Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

3.8 Compliance with Laws and Regulations

Contractor agrees to comply with all federal, state, and local statutes, regulations, and ordinances and rules applying to Contractor's performance hereunder, including applicable laws pertaining to licensing and the Health Insurance Portability and Accountability Act of 1996, PL 104-91 (HIPAA). In the event any Governmental restrictions are imposed (i.e., corporate integrity agreement) which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Wake County at once. Wake County reserves the right to cancel the contract.

3.8.1 Clinical Laboratory Improvement Act (CLIA) Requirements

Proposer must report if a CLIA certificate was ever suspended, limited, or revoked for any laboratory facility owned and operated by the contractor.

Contractor shall meet and maintain all requirements of the federal Clinical Laboratory Improvement Act (CLIA) of 1988 or as amended and provide documentation of CLIA laboratory certification prior to providing any laboratory services. After contract award, Contractor shall notify Wake County of any CLIA deficiencies acquired during inspections of any laboratory facilities owned and operated by the contractor and provide a copy of the Corrective Action Plan submitted to the Centers for Medicaid and Medicare Services. In addition, if during the course of providing laboratory services to Wake County, any CLIA certificate is suspended, limited, or revoked, Wake County reserves the right to cancel the contract.

3.9 Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed

in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

3.10 New Services

From time to time during the period of work outlined in the RFP and afterward, the County may elect to have the Proposer perform services that are not specifically described in the Scope of Work but are related to the contracted services (the "New Services"), in which event the Proposer shall perform such New Services on a time-and-materials basis, and at an hourly rate that does not exceed the hourly rate negotiated in this contract for each of the Proposer Personnel assigned to perform such New Services. This will be accomplished through an amendment to the contract.

3.11 Evaluation

The contract will be reviewed on an annual basis and shall be subject to approval by Wake County based upon evaluation of the performance of the Contractor in carrying out its responsibilities. Wake County may request a corrective action plan and/or repeat on-site evaluation to address identified deficiencies. Wake County maintains the right to revoke the delegation of any credentialing function by written notice to the Contractor.

3.12 Insurance Requirements

The Proposer must, at a minimum, be able to provide a Certificate of Insurance (COI) meeting the following coverage which will be included in any contract with the County:

The Provider shall obtain and maintain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office. If any required insurance policy expires during the term of this agreement, Provider must provide a certificate of insurance to the Wake County Finance Office as evidence of policy renewal prior to such policy expiration.

Provider's signature on this agreement indicates that Provider agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at Wake County's option.

Workers' Compensation Insurance, with limits for Coverage A: Statutory for State of North Carolina, and Coverage B - Employers Liability: \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per accident for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles

Professional Liability Insurance, applicable to any professional services provided under this Contract with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

Cyber/Privacy Liability, with limits not less than \$3,000,000 per claim/\$3,000,000 aggregate. Coverage shall include but not be limited to third party liability coverage for loss resulting from denial of service, unauthorized access, network security failure or other failure to protect sensitive information, including but not limited to personal identifying information or personal health information; breach/crisis response costs, including those required by federal and/or state statutes, including but not limited to notification, call center costs, regulatory fines and penalties, investigation, and identity theft and credit monitoring, with limits sufficient to respond to these obligations.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer and dated no more than 30 days prior to the start date of this agreement. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate coverage must be presented by Provider PRIOR TO provision of any services associated with this Agreement.

In the event that Provider uses subcontractors to perform any of the services under this Agreement, then and in that event, Provider shall contractually require such subcontractor(s) to meet all of the requirements of this section.

4.0 General Submittal Requirements

4.1 Proposal Contact

This RFP, and any subsequent action taken as a result thereof, is issued by Wake County Procurement Services on behalf of the County. Proposal responses should be directed specifically, as outlined below. In regard to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. Any attempt by a Proposer to contact or influence a member or members of the aforementioned will result in the immediate disqualification of the Proposer from award for items or services on this RFP.

Proposal Contact:

Melissa England
Wake County Finance - Procurement Services
Wake County Justice Center, 2nd Floor, Ste 2900
301 S. McDowell Street
Raleigh, North Carolina 27601
Melissa.England@wakegov.com
919-856-6327

4.2 Proposal Submittal Requirements

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. In lieu of hard copies, proposers should submit an email response to the following email address Bids@wakegov.com and enter RFP #21-049 in the subject line. By virtue of submitting an electronic response, you agree to the following:

- Response to be submitted to: Bids@wakegov.com
- Acceptable file types are: PDF, Word, Excel, and like. Zip files will be rejected.
- All files will be submitted for virus scan. Any files containing such will be rejected with no automatic re-submittal.
- Files submitted are to be directly related to the subject RFP. No promotional type material will be considered.
- Vendors should submit their responses via email to the mailbox listed above.
- File size limits are limited, the default maximum size supported for the entire email would be 35MB.
- Any failure of a file to be received, for any reason, will be totally a vendor / submitter responsibility

The County must receive proposals no later than **3:00 P.M. on June 16, 2021. Late Proposals will not be accepted.** The time of receipt shall be determined by the time in the email message. The County will not be held responsible for the failure of any file to be received prior to the stated proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted. Failure to respond to all questions and follow the instruction may result in immediate elimination from further consideration.

4.3 Proposal Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

4.4 Interpretations, Discrepancies, and Omissions

Submit written questions about this RFP to Melissa England at melissa.England@wakegov.com by 5:00 pm, June 4, 2021.

Responses to questions will be posted at:

<http://www.wakegov.com/finance/business/rfp/Pages/bids.aspx> by June 9, 2021.

The issuance of such written responses is the only official method by which interpretation, clarification or additional information will be given by the County. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarification will be without legal effect. It is the County's intent not to issue any written addenda, clarification, etc.

4.5 Award

Wake County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not

be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

Wake County expects to enter into an initial one-year contract, with the option for two additional one-year renewals.

4.5.1 Alternate Proposals

Wake County reserves the right to award (or not) for all services listed and any portion thereof. The county may consider alternative methods of service delivery consistent with providing high level of customer service while in compliance with all federal, state and local regulations.

4.6 Non-Disclosure of County Information

The Proposer and its agents shall treat all data and information gathered by the Proposer and its agents, including this RFP and all reports, recommendations, specifications, and data as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

4.7 Retention of Proposer Material

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

4.8 Nomenclature

The use of words proposer, contractor, vendor, provider, etc, all shall mean the firm, company or individual submitting an offer in response to this RFP.

5.0 Proposal Format

5.0 PROPOSAL FORMAT

5.1 Proposal Format

Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tab should be numbered and clearly labeled. The proposal should be organized into the following major sections:

PROPOSAL

SECTION	TITLE
	Title Page
	Letter of Transmittal
	Table of Contents
1.0	Executive Summary
2.0	Scope of Services
3.0	Company Background
4.0	Client References
5.0	Cost Proposal (Attachment B)

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

5.2 Executive Summary

(Proposal Section 1.0) This section of the response should be limited to a brief narrative summarizing the Proposer's proposal. The executive summary shall, at a minimum, include the identification of the point of contact that shall be responsible for the performance of the services, their credentials and a summary of the proposed services.

Please note that the executive summary should identify the primary engagement contact. Contact information should include a valid e-mail address, fax number, and a telephone number.

5.3 Scope of Services

(Proposal Section 2.0) This section of the response should include a general discussion of the Proposer's overall understanding of the project and the scope of work proposed as outlined in Section 2.0 of this RFP.

As the County is seeking the Contractor to bring substantial expertise in testing and laboratory services, the Proposer should outline a recommended integrated approach towards meeting laboratory service requirements for on-site locations and for processing specimens to be sent to other laboratory sites. This approach should include a detailed plan for staffing and providing quality assurance.

5.4 Company Background and Engagement Team Experience

(Proposal Section 3.0) Each proposal must provide the following information about the submitting Proposer's company, so that the County can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. The County, at its option, may require a Proposer to provide additional support or clarify requested information.

5.4.1 Company Background

- How long the company has been in business.
- A brief description of the company size and organizational structure.
- If and how long the company has been providing services to other County Health Departments. If so, provide name and contact information for at least 3 such clients.
- Any material (including letters of support or endorsement from clients) indicative of the Proposer's capabilities.
- Identify any litigation or governmental or regulatory action pending against your organization that might have a bearing on your ability to provide services to the County.
- Describe your contractual relationships, if any, with other organizations that will provide services described in your proposal.

5.5 Client References

(Proposal Section 4.0) The County considers references to be important in its decision to award a contract. Failure to provide this information will result in the proposal being considered non-responsive.

Please provide a comprehensive client list and indicate the number of persons employed by each. Also provide at least three current clients who we may contact and the effective date of relationship with your company. References should be clients similar in size to the County and from other local public health agencies. Please give their company name and address and the name, title, telephone number, address and effective date of the reference.

Current Reference #1 Current Reference #2 Current Reference #3

COMPANY

Contact Name

Contact Title

Contact Phone

Address

Effective Date

5.6 Cost Proposal

Proposers should submit an estimate of the costs listed below on a line item basis. (Proposal Section 5.0) in Attachment B – Pricing Sheet

The County reserves the right to contact Proposers on cost and scope clarification at any time throughout the selection process and negotiation process. The County is asking Proposers to estimate costs for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated. Items that should be included in this cost section include:

- A. Operations
 1. Strike Team Mobile Services
 2. 3rd Party
 3. County Administered Tests to be Processed by Lab Vendor

- B. COVID-19 Testing Services
 1. COVID-19 **Pooled Sample Testing**
 2. COVID-19 **Surge Testing**
 3. COVID-19 **Sequencing**
 4. COVID-19 **PCR Testing**
 5. COVID-19 **PCR Alternatives**

- C. Optional Services
 1. COVID-19 **Pooled Sample Testing**
 2. COVID-19 **PCR Testing – Optional Components**
 3. COVID-19 **LAMP Testing – Optional Components**
 4. COVID-19 **Nucleic Acid Amplification Tests (NAATs)**
 5. COVID-19 **Antigen Testing**

Please include a base per-test price and volume pricing at levels of 10,000, 25,000 and 40,000 tests monthly.

Important Deadlines

- **RFP Issued – May 25, 2021**
- **Written questions from vendors must be received no later than 5:00 pm June 4, 2021**
- **Responses to inquiries will be posted by June 9, 2021 at:**

<http://www.wakegov.com/finance/business/rfp/Pages/default.aspx>

- **Proposal Deadline-Proposals must be submitted by June 16, 2021 at 3 p.m.**

ATTACHMENT A – PROPOSAL COVER PAGE
RFP #21-049 COVID-10 Testing Laboratory Services

Proposer/Firm Name: _____

Address: _____

Name / Title of Proposal Contact: _____

Phone #: _____ Email: _____

Name / Title of Person Authorized to Sign Contract: _____

By signing below, I acknowledge that all information included in the attached Laboratory Services Proposal Package is accurate and that all appropriate forms, attachments, and documents have been provided as requested.

This form to be completed, executed and submitted with response

Chief Executive Officer

Date