



## **OFFICE OF COUNTY MAYOR GLENN JACOBS**

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

### **Knox County Procurement Division Addendum II to Request for Proposals No. 3549 Drug and Alcohol Testing Services**

**Addendum Date: April 16, 2024**

**Buyer: Heather Whitehead**

**Closing Date: April 25, 2024 @ 2:00 p.m.**

**Total Page(s): Three (3) Pages**

The following is to be amended:

- Question 1. Could you please clarify that the contract will renew annually?  
Answer 1. Yes, this contract will be awarded for an initial 12-month period, with 4 (four) 1-year optional renewals, for a total possible of 5 (five) years.
- Question 2. Could you also confirm that price adjustments can be proposed after the initial 12-month term rather than following the initial 36 months? Please clarify what part of this contract is 36 months in length.  
Answer 2. Price adjustments may be requested during each renewal period and, if accepted, will be applicable to the upcoming term. Each term will be 12-months, not 36-months.
- Question 3. Regarding the reference form, could you elaborate on what information is being requested for "Nature of Contract"?  
Answer 3. Knox County Procurement will send out reference checks to the contacts provided. Before moving on the questions regarding the quality of service rendered, we will verify that your organization provided the services being solicited or services of a similar nature. If the reference contact does not indicate that your organization provided these services, the reference form will be scored accordingly.
- Question 4. Regarding the insurance verification form, our company does not anticipate utilizing subcontractors for this contract. How should we proceed with verifying #6?  
Answer 4. If subcontractors are not utilized, this coverage is not needed. However, if subcontractors are ever added, it will be required.
- Question 5. Regarding section 3.39, where would we find State of Tennessee registration requirements?  
Answer 5. The website of the Tennessee Secretary of State: <https://sos.tn.gov/>
- Question 6. Would the County consider contracting collections separately from laboratory testing? i.e. would you consider a laboratory-only proposal?  
Answer 6. No, both collections and laboratory testing services are required.
- Question 7. It appears that the County wants to consider the Cost Sheet after reviewing/vetting other sections. For the electronic proposal, we see you ask for a single pdf file, but would you rather have the Cost Sheet included as a separate file instead so as not to inadvertently view it during the proposal review?  
Answer 7. No, it should be included in the single file.



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- Question 8. On the Cost Sheet, for "add-on panel costs," may vendors attach a separate sheet if necessary to identify these options and varying prices for each drug?  
Answer 8. Yes.
- Question 9. On the Cost Sheet, under Volume Discount Information, the County outlines "6 standard, 2 specialty" but none of these are made separate in the first table. Should we presume this should be scratched and meant to match the "Urine screen, 8-panel" and/or "Oral screen, 8-panel" instead of a different screen?  
Answer 9. 6 standard, 2 specialty for urine and oral screens, or comparable. Additional, sperate pricing may be submitted for more panels, but a minimum of 8 required for both urine and oral, not a different screen.
- Question 10. We see per Addendum I that the County has been self-testing with instant test cups. Has the County also been sending specimens for confirmation testing at a laboratory? If so, what does the County currently pay for laboratory drug tests (even if not under the exact same contract)?  
Answer 10. Yes. \$25.00 per confirmation.
- Question 11. On page 6, the County indicates that pricing is firm for initial 12 months, following which the Contractor may request a change in price, and in the sample contract section 1, it appears that the first term is only a year long. However, in the sample contract section 2, the County indicates the first contract term / pricing would be firm for 3 years. Please clarify the contract initial term length and when the first option for pricing increases can be considered.  
Answer 11. Please see Question/Answer #1 and #2 above.
- Question 12. Please clarify the reference to a Software Management System for ELL Progress Monitoring in section 7 on page 22. Should this section be deleted or modified?  
Answer 12. The sample contract is an example only. Please disregard the reference to Software Management System.
- Question 13. Would the County accept services from a laboratory with CLIA licensure but not CAP-FDT?  
Answer 13. Yes.
- Question 14. For the initial screen, would the County accept a single screen as opposed to the repeat screen outlined in the bid? We see what appear to be conflicting answers in Addendum 1 Q&A #8 and 9. We recommend a single enzyme immunoassay screen with positives going to a confirmation test by GC-MS or LC-MS/MS for more specific, sensitive testing when needed as opposed to incurring the extra time and cost of running a re-screen on positives by immunoassay, which gains no additional information.  
Answer 14. There should be no additional cost to vendor to perform a re-screen on positives by immunoassay, a re-screen of a positive immunoassay screen is required. This expense needs to be built in to the pricing.
- Question 15. Regarding the IMS "track[ing] applicable client payments," does the County intend for clients to be paying the vendor directly for collections and testing? In Addendum 1 Q&A #6 it appears that the County is responsible for all costs. If this is the case, would the County consider striking this requirement? If not, how often are clients paying for specimens directly versus the County? Would vouchers be utilized as part of this process?  
Answer 15. No, the vendor is not required to directly collect screening fees; however, Knox County prefers an IMS that offers a module for monitoring the accounting, invoicing, or amount owed for collections performed.



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Question 16. Regarding the reference to HIPAA under Additional Requirements, does the County require clinical (i.e. for treatment or diagnosis of a medical condition) testing as part of this contract? It is our understanding from reading through the rest of the bid description that this contract would be in place to provide court-ordered testing.

Answer 16. Knox County does not require clinical testing, related to diagnosis of a medical condition, as a component of this contract.

Question 17. Does the County require observed or unobserved urine collections?

Answer 17. Observed only.

Question 18. Would the County consider an optional proposal where the preliminary screen was performed by a rapid test device and then sent to the laboratory for confirmation? Some IMS systems allow for logging rapid test results for each client and then attaching laboratory confirmation results in the same customer profile for review of the entire testing history. This would allow for a less expensive screening method with faster results.

Answer 18. No.

Question 19. What is the County's current percent positivity rate (by drug, if possible)?

Answer 19. Information not available.

Question 20. Will County staff continue to collect any specimens themselves, or will all specimens be collected by the Contractor?

Answer 20. Specimens must be collected by the contractor. On rare occasion, county staff may perform collections but this is a primary responsibility of the contractor.

Question 21. Regarding Section 2.22 Termination, please verify that a force majeure would not constitute an interruption/discontinuance that would result in a material breach of Contract.

Answer 21. That's correct, force majeure would not constitute a material breach.

Question 22. Regarding Attachment C, please verify that the County may be named as a Certificate Holder on a COI and included as an additional insured by endorsement per written contract instead of specifically named as an additional insured. We would still provide a COI as evidence of insurance indicating that the County is considered an additional insured.

Answer 22. Yes.

End of Addendum II.

Please acknowledge Addendum II in your response.

Heather Whitehead, CPPB  
Knox County Procurement