

CONTRACT FOR COVID-19 NAAT TESTING KITS AND ASSOCIATED CONFIRMATION SERVICES

WHEREAS, on July 15, 2022, the Association of County Commissions of Alabama (the "Association"), through its Investing in Alabama Counties ("IAC") program, issued Invitation to Bid No. 2022-06, which is adopted as if set forth herein as Exhibit A, as part of the Association's IAC Joint Bid Program, soliciting bids for the purchase of COVID-19 testing kits and services, including specifically Line 3, Professional Use COVID-19 NAAT Collection and Supply Kits and associated Professional NAAT Confirmation Testing Services ("goods and services"); and

WHEREAS, on August 15, 2022, bids for goods and services solicited by the IAC Joint Bid Program were opened at the Association's office located at 2 North Jackson Street in Montgomery, Alabama; and

WHEREAS, at the September 12, 2022, meeting of the Elmore County Commission, the bid for the above-referenced goods and services was awarded to Achieve Health Management, LLC ("Vendor") as the lowest responsible bidder for these goods and services; and

WHEREAS, the bid specifications and the bid submitted by Vendor, with the price for each good and service, are on file at the Association's office.

NOW, THEREFORE, a result of the foregoing, this contract is entered into pursuant to *Code of Alabama 1975, § 41-16-50(b)*, between the Elmore County Commission, the awarding authority for all counties participating in the IAC Joint Bid Program, through its chairman, Troy Stubbs, and Vendor, through the undersigned authorized agent, for the purchase and sale of goods and services under the following terms and conditions:

1. Vendor agrees to provide the above-referenced goods and services as set forth in Exhibit A, Section II, *Bid Specifications*, to any county in Alabama participating in the IAC Joint Bid Program ("participating county") at the prices set forth in Vendor's Bid Form on file at the Association's office and attached hereto as Exhibit B. A list of participating counties is included herein as Exhibit C.
2. This contract shall be effective October 1, 2022, and shall continue up to and including September 30, 2023.
3. Both parties agree that Vendor may extend to a participating county purchasing its goods and services any discounts, incentives, or rebates that become available during the contract term, including any renewals, provided there are no alterations from the bid specifications as set forth in Exhibit A required in order to receive the discount, incentive, or rebate.
4. Both parties agree (i) that all purchases shall be made and completed pursuant to the procedures set forth in the *Purchase Procedures*, attached hereto as Exhibit D and incorporated herein by reference; (ii) that purchases will be made using the appropriate IAC Joint Bid Program Purchase Order available through the Association's website; (iii) and that delivery and service shall be as provided in Exhibit A or as agreed upon between Vendor and the county making the purchase.

5. Vendor further agrees that it will submit to the Association a quarterly report of all sales made pursuant to this contract on a form to be provided to Vendor by the Association. Said report shall be submitted no later than the 10th day of January, April, July, and October 2023, and thereafter, in accordance with the same reporting intervals for the duration of any renewal period.
6. Vendor further agrees that its undersigned authorized agent shall be the company representative for all contact by the counties regarding purchases under this contract, until and unless notice of change in contact person is provided in writing to the Association.
7. Both parties agree that any disputes regarding specific purchases, delivery, and/or service shall be handled directly between Vendor and the participating county involved, provided, however, that all parties shall be bound by the terms of this contract. In the event that Vendor fails or refuses to comply with any of the terms of this contract at any time during the contract period, it will forfeit its right to participate in the IAC Joint Bid Program with regard to the goods and services and shall pay a penalty equal to \$2,500 or the value of the goods and/or services at issue, whichever is greater. The penalty shall be paid to the Association as administrator of this program for the benefit of the participating counties.
8. Both parties understand and agree that the noncompliance provisions in paragraph 7 shall apply only in the event of a willful, intentional, or negligent failure to comply with the terms of this contract, and shall not apply in the event where the Vendor, through no fault of its own, is no longer a provider of goods or services which are the subject matter of this contract or is no longer doing business in the state of Alabama, provided that the above-referenced change in circumstances is immediately communicated in writing to the Association. Further, it is understood and agreed that in the event of noncompliance warranting payment to the Association as provided in paragraph 7, (i) payment shall consist of the value of the goods and/or services at issue or \$2,500, whichever is greater and (ii) shall result in the termination of the contract and forfeiture of the Vendor's right to participate in the IAC Joint Bid Program with regard to the goods and services.
9. In the event Vendor believes a participating county receiving goods and/or services available under this contract has taken action in contravention of this contract or acted in a manner that would jeopardize the Vendor's ability to continue to provide the goods and/or services to all participating counties at the price and under the terms of this contract, the Vendor may make a written request for a waiver from the Association Board of Directors ("Board") allowing the Vendor to decline to provide the goods and/or available under this contract to the participating county in question. Any waiver granted by the Board shall only apply to the particular goods and/or ordered by this participating county and only to the set of circumstances presented to the Board by the Vendor. The Vendor shall remain obligated to comply with all terms of this contract with regard to any purchase orders received from any other participating county.
10. Both parties further agree that, as provided in the Invitation to Bid, this contract may be renewed for a second and third year under the identical price, terms, and conditions upon mutual consent of both parties approved in writing by both parties no later than 120 days prior to the expiration of the existing contract.

11. All notices, reporting, or other communication required under the terms of this contract to be submitted to the Association shall be submitted by email or postage prepaid as follows:

For the Association: Katherine Jessip, IAC Assistant Director Association of County Commissions of Alabama 2 North Jackson Street, Suite 700 Montgomery, AL 36014 iac@alabamacounties.org (334) 263-7594	For the Vendor: James N. Bailey, President Achieve Health Management, LLC 221 Encinitas Blvd., Suite 200 Encinitas, CA 92024 jnbailey@achievehealthmanagement.com (772) 418-9506
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12. It is expressly understood that all or part of the cost of this contract may be made utilizing the participating county's American Rescue Plan Act ("ARPA") funds. Vendor certifies that it is not debarred or suspended from receiving federal funds and has an ongoing obligation to promptly report any such debarment or suspension to the Association should it arise during the term of this contract, including any renewal period. Any such debarment or suspension shall be cause for termination of this contract.

13. All activities under this contract are subject to relevant federal, state, and local laws, rules, and regulations, including, without limitation, the terms and conditions of the participating county's ARPA award and the minimum legal requirements set forth in Exhibit A.

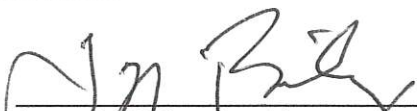
14. The parties agree that this contract, including any attachments and exhibits hereto, comprises the entirety of the agreement of the parties. Any changes, amendments, or renewals must be in writing, signed by both parties, and consistent with applicable state and federal law.

15. If any portion of this contract is held to be invalid by a court of competent jurisdiction, the offending portion of the contract shall be stricken, and the remaining terms and conditions shall remain in full force and effect.

Executed on this the _____ day of September, 2022.



Troy Stubbs, Chairman
Elmore County Commission



James N. Bailey, President
Achieve Health Management, LLC

Exhibit A

INVESTING IN ALABAMA COUNTIES

INVITATION TO BID 2022-06

COVID-19 TESTS

Section I – Invitation to Bid

NOTICE OF BID OPENING

NOTICE IS HEREBY GIVEN that the Association of County Commissions of Alabama (ACCA) Investing in Alabama Counties (IAC) program, which administers the IAC Joint Bid Program on behalf of participating Counties' governing bodies, shall receive and open bids for the COVID-19 tests as solicited by this Invitation to Bid (ITB).

By no later than **10:00 a.m. CDT on Monday, August 15, 2022**, all bids must be mailed or hand-delivered to:

**Attn: IAC Joint Bid Program
2 North Jackson Street, Suite 301, Montgomery, Alabama 36104 (Physical Address)**

Only bids received in the ACCA office by 10:00 a.m. on Monday, August 15, 2022, will be opened and considered. Bidders and any other interested individuals are invited to attend the bid opening.

THE INVITATION PACKAGE

The bid invitation package for COVID-19 tests includes this ITB and all attachments and addenda thereto. Bidders should verify that they have received all pages of the invitation package. If there are any omissions, the bidder should contact Katherine Jessip at iac@alabamacounties.org to request missing pages. It is the responsibility of the bidder to make this request in sufficient time to prepare and submit the bid in time for the bid opening.

Bidders should carefully read and comply with all parts of the invitation package, including all attachments and/or any addenda.

CONTACT REGARDING BIDS AND INVITATION

Contact initiated by a potential bidder with any County official, County employee, or member of the ACCA staff shall only be as specifically set out in this ITB. Any questions related to the bid or the IAC Joint Bid Program shall be directed to IAC staff in writing under the procedures set out in this ITB.

Additionally, a bidder may contact IAC in writing to request an appointment to review bid specifications following the bid opening. **However, there shall be no communication with any County official or County employee regarding this bid between the date of this invitation and the date of bid award.** Any other contact with a County official or employee or with the ACCA initiated by a potential bidder regarding this bid between the date of this invitation and the date of bid award shall be deemed as an attempt to unduly influence the bid award and shall be grounds for rejection of the bid submitted by the bidder initiating such other contact.

Any questions or problems related to downloading or obtaining copies of this ITB or the specifications should be directed to **Katherine Jessip** at iac@alabamacounties.org or 334-263-7594. Any other questions or requests for additional information regarding this invitation or the specifications shall be submitted **in writing** by 12:00 p.m. Central Time on August 8, 2022, to iac@alabamacounties.org, and labeled as "ITB 2022-06: COVID-19 Tests."

BID SPECIFICATIONS

The specifications for COVID-19 tests are included in Section II below. Any use of specific names and/or model numbers in the attached specifications is not intended to restrict the bidder or any seller or manufacturer, but is included solely for the purpose of indicating the type, size, and quality of materials, product services, or equipment considered best adapted to the use of the IAC Counties participating in the joint invitation to bid program.

BIDDER QUALIFICATIONS

All bidders should be prepared to submit evidence or documentation as proof that they are properly registered to do business in the state of Alabama and that the products and/or services provided meet the bid specifications and any applicable federal and state standards. Such evidence or documentation may be submitted with the bid.

BID EVALUATION

The Elmore County Commission will serve as the awarding authority for all bids and will award all contracts at a regular meeting of the Elmore County Commission.

Any and all bids submitted in compliance with this ITB shall be considered, and award will be made to the lowest responsible bidder meeting bid specifications as determined by the awarding authority in compliance with Alabama law and the County's American Rescue Plan Act (ARPA) award, as applicable. Each item will be awarded separately based on lowest responsible bid.

All bids will be reviewed and evaluated by a committee created for that purpose, which will thereafter make comments and recommendations to the awarding authority regarding the award. All factors contained in each invitation package will be evaluated in determining the successful bidder, and any omissions of the stated requirements may be cause for rejection of the bid submitted.

The awarding authority reserves the right to reject any and all bids, to waive any informality in bids, and to accept in whole or in part such bid or bids solely at its discretion.

BID AWARD

Following approval from the awarding authority, a purchase order (P.O.) will be issued for the materials and services by the individual Counties participating in the program. The initial P.O. will begin upon the date of issuance by the County and will continue until September 30, 2023. Thereafter, with approval of both the County and the selected vendor, the agreement may be renewed for up to two additional 12-month periods.

IAC and individual County agencies reserve the right to purchase any or all items bid in various quantities as needed.

It is anticipated that purchases made pursuant to the bid award may be funded, in whole or in part, with American

Rescue Plan Act state and local recovery funds (ARPA funds). However, purchases made pursuant to the bid award are not limited to those made with ARPA funds. To the extent that such purchases are funded in whole or part with ARPA funds, all costs associated with the resulting agreement must be obligated by December 31, 2024, and expended by December 31, 2026.

PREPARING AND SUBMITTING BIDS

All bids must be typed or handwritten in ink on the attached Bid Submittal Forms. Bids submitted in pencil and bids not submitted on the Bid Submittal Form will **not** be considered. Only information contained on the Bid Submittal Form or herein requested or required will be considered in evaluating bids.

The Bid Submittal Form and all required documentation shall be forwarded to the IAC's office in a sealed envelope with "**IAC ITB 2022-06: COVID-19 TESTS**" clearly marked on the outside of the envelope. Facsimiles, emails, and oral bids will not be accepted. Bids submitted by express/overnight services must be in a separate inner envelope or package sealed and identified as stated above. Bids that are prematurely opened due to failure of bidder to appropriately mark the package will not be considered. All bids must be received in the IAC office prior to the bid opening. Bids received after the deadline will be returned unopened.

The IAC Joint Bid Program reserves the right to require a performance bond from successful bidders as permitted under Alabama law. However, **no bid bond is required for this bid offering.**

CONTENT OF BIDS

The completed Bid Submittal Form (Attachment 1) shall be placed in front of and separated from all other documents included in the bid packet, such that it will be the first document viewed upon opening the bid packet.

The Bid Form (Attachment 2) must be used to provide the bidder's firm, fixed cost for goods and/or services. The cost shall remain firm for the duration of the bid term, including any agreed-upon renewals or extensions. Bid prices for these goods or services will be awarded for each of the 41 participating IAC Counties within Alabama.

Consistent with Alabama law, the following forms are also required as part of the bid package:

- Section 41-16-82 of the Code of Alabama requires a disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals submitted to the state of Alabama in excess of \$5,000.00. The form is available online at <https://www.alabamaag.gov/forms>.
- Bidder must provide a copy of the CERTIFICATE OF COMPLIANCE WITH ACT 2016-312.
- Bidder must provide a copy of its Beason-Hammon Certificate and a copy of E-Verify MOU entered into with the Department of Homeland Security. The Beason-Hammon Certificate of Compliance is available online at <https://www.alabamaag.gov/forms>.
- Bidder must provide a copy of its W-9. A Form W-9 is available online at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.

For your convenience, copies of these forms are also included as Attachment 3.

The bid must also include documentation as provided in the bid specifications in Section II below.

MINIMUM LEGAL REQUIREMENTS

Bidders shall be compliant with all relevant federal, state, and local laws, regulations, and ordinances in the performance of this contract. With respect to conflicts of law principles, Alabama law shall apply to this ITB. At a minimum, bidders must be compliant with the following:

Section 31-13-1, *et seq.*, of the Code of Alabama 1975 imposes conditions on the award of county contracts. Firms must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. By submitting a bid, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the award of County contracts. The bidder must certify that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Bidder agrees to comply with the requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by the U.S. Department of Treasury (Treasury) pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing. Bidder shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this invitation to bid.

Below is a list of federal regulations identified by Treasury as applicable to the County's ARPA award and may be applicable to this ITB. Nothing herein should be construed to impose additional obligations on the bidder not otherwise required by the following regulations:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury;
2. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-Procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19;
3. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
4. New Restrictions on Lobbying, 31 C.F.R. Part 21; and
5. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to the County's ARPA award and which may be relevant to the bidder include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601, *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101, *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101, *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Bidder agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Bidder understands that making false statements or claims in connection with the use of ARPA funds is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

In accordance with 41 U.S.C. § 4712, bidder may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing, to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A Treasury employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; or
7. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Bidder shall inform their employees in writing of the rights and remedies provided for whistleblowers in the predominant native language of the workforce.

Pursuant to Executive Order 13043, 62 F.R. 19217 (April 18, 1997), bidders are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Pursuant to Executive Order 13513, 74 F.R. 51225 (Oct. 6, 2009), bidders are encouraged to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Section II – Bid Specifications

All products and services provided by bidder shall meet or exceed specifications as outlined in this ITB as set out below. Exceptions to the bid specifications provide in this Section must be included as a separate document attached to the Bid Submittal Form with a specific reference to the excepted criteria. No other exceptions to other terms and conditions will be accepted. The awarding authority, in its sole discretion, may accept or reject these exceptions in whole or in part. The use of specific names or numbers in the specifications is not intended to restrict the bidder or any seller or supplier but is intended solely for the purpose of indicating the type and quality of material considered best adapted to the uses of participating Counties.

All material bids must be F.O.B. destination. Any freight charges and delivery fees must be included in the bid prices. F.O.B. destination is the location specified for delivery, including job site within that county. The vendor is responsible for freight charges, risk of loss, or damages to the materials up to the destination where the materials are received.

The requested COVID-19 tests shall be available within seven (7) days of Purchase Order from the County's designated representative, unless a time extension is given by the County. Supplier shall give the County's designated representative a minimum 48-hour notice in advance of delivery.

As part of its packet, bidder must include a description of the products to be provided with an explanation as to how the product meets the requisite criteria.

The requirements below have been developed to allow the awarding authority to uniformly evaluate prices submitted for the products. No warranty or guarantee of quantities needed is given or implied. It is understood that the bidder will furnish the County's needs as they arise.

Price(s) shall reflect the cost of the following COVID-19 Tests:

1. Over-the-Counter (OTC) COVID-19 Rapid Antigen Personal Test Kits:

- a. Lateral flow assay intended for qualitative detection of nucleocapsid protein antigen from SARS-CoV-2, authorized for non-prescription use with self-collected direct anterior nasal (nares) swab samples.
- b. Examples of acceptable products include, but are not limited to, Binax NOW COVID-19 Antigen Self Test and Quidel AQuick Vue At-Home OTC COVID-19 Test. **If bidding an alternate, please attach specifications.**
- c. Appropriate for use by public employees and contracted county jail staff for diagnostic and screening testing purposes as recommended by the Centers for Disease Control (CDC).

2. Professional Use COVID-19 Rapid Antigen Test Kits:

- a. Lateral flow immunoassay intended for the qualitative detection of nucleocapsid protein antigen from SARS-CoV-2 in direct anterior nasal (nares) swabs to support screening and diagnostic testing.
- b. Example of acceptable products includes, but are not limited to, BinaxNOW COVID-19 Ag Card. **If bidding an alternate, please attach specifications.**
- c. Appropriate for use by healthcare personnel on county jail staff, including contracted staff, and county jail detainees and inmates (including inmates or detainees suspected of or tested positive for COVID-19) for diagnostic and screening tests as recommended by the CDC.

3. **Professional Use COVID-19 Nucleic Acid Amplification Test (NAAT) Supplies and Services:**

- a. Viral diagnostic test for SARS-CoV-2 for the qualitative detection of the ribonucleic acid associated with SARS-CoV-2 to be collected by healthcare professionals.
- b. NAAT testing may be performed by reverse transcription polymerase chain reaction (RT-PCR) or isothermal amplification methods.
- c. Test kits must include all supplies necessary for the collection and shipping of tests to an independent confirmatory laboratory.
- d. Test collection supplies must be non-invasive and consist of nasal or mouth swabs and must include all supplies necessary for the collection and secure shipping of samples. **Specifications must be included with the bid.**
- e. Shipping supplies must include all forms needed to accompany the specimen, appropriate chain of custody forms, and prepaid packaging. **Bid must include explanation of bidder's processes.**
- f. Bidder must provide results of confirmation testing on any specimen received within five (5) calendar days. Confirmatory testing must be performed by professionals who are qualified to perform testing in appropriate laboratory conditions. **Bidder must provide an explanation of its laboratory process, including location of the lab, average turnaround time, certifications or licenses of personnel, quality control measures, customer service resources available, and method of providing confidential medical results, which may include COVID-19 contact tracing software.**
- g. Appropriate for testing on public employees and county jail staff (including staff supervising inmates or detainees suspected of or tested positive for COVID-19) for diagnostic, screening, and confirmation testing as recommended by the CDC.

Attachment 1

BID SUBMITTAL FORM

BID ITEM: COVID-19 TESTING

Company Name: _____

Address: _____

Bid Submitted by: _____

(Name of company representative)

Title: _____ Email address: _____

Phone: _____

By submitting this bid, we agree:

Initials

That the product bid meets the bid specifications for that bid item.

That the bid price will be honored for all counties participating in the IAC Joint Bid Program for the period through September 30, 2022, and upon mutual agreement of any renewal term thereafter.

That services will be rendered from awarded bidder as described in this bid at the bid price to each County participating in the IAC Joint Bid Program.

That the company representative listed above will be the source of contact for the county wishing to purchase this bid item under the IAC Joint Bid Program.

That each item will be separately awarded to the lowest responsible bidder meeting specifications as provided in the bid request.

That the bid includes the forms required under Alabama law as defined in this ITB.

That the bidder agrees to be compliant with the minimal legal terms as defined in this ITB.

That bidder will provide a performance bond upon request.

That the bidder is not suspended or debarred from contracting Pursuant to 2 C.F.R. §200.214.

Signature of company representative submitting bid: _____

Title: _____

Attachment 2

BID FORM

COVID-19 TESTS

Bidder Name: _____

Bidder must quote firm, fixed costs for products outlined in the Bid Specifications. These firm fixed costs for the project include any costs for shipping and handling. No other costs will be accepted.

Bidders are not required to bid on all items.

Item Description	Number of Kits per Box	Cost per Kit/Test	Price
OTC Rapid Antigen Test Kits			
Professional Use Rapid Antigen Test Kits			
Professional Use COVID-19 NAAT Collection and Supply Kits			
Professional NAAT Confirmation Testing Services			

By signing below, bidder agrees to supply the services at the prices bid below in accordance with the terms, conditions, and specifications of this ITB.

Submitted by :

Name (printed)

Signature

Date

Title

Attachment 3
REQUIRED FORMS



State of Alabama

Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature	Date
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Notary's Signature	Date	Date Notary Expires
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Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

State of _____)
County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN
PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- ____ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- ____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
 4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____, 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____, 20____.

WITNESS: _____

Printed Name of Witness

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

DATE: _____

Re: Contract/Grant/Incentive (describe by number or subject):

_____ by and between _____
(Contractor/Grantee) and _____ (State Agency, Department or
Public Entity.

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Alabama's Act 2016-312.
2. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Certified this _____ day of _____, 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this
_____ day of _____, 20____.

Witness: _____

Printed Name of Witness

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	6 City, state, and ZIP code
7 List account number(s) here (optional)		
8 Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Exhibit B

Attachment 2

BID FORM

COVID-19 TESTS

Bidder Name: Achieve Health Management, LLC.

Bidder must quote firm, fixed costs for products outlined in the Bid Specifications. These firm fixed costs for the project include any costs for shipping and handling. No other costs will be accepted.

Bidders are not required to bid on all items.

Item Description	Number of Kits per Box	Cost per Kit/Test	Price
OTC Rapid Antigen Test Kits	2	\$6.00	\$12.00
Professional Use Rapid Antigen Test Kits	25	\$6.00	\$150.00
Professional Use COVID-19 NAAT Collection and Supply Kits	50	\$0.00	\$0.00
Professional NAAT Confirmation Testing Services		\$50.00	\$50.00

By signing below, bidder agrees to supply the services at the prices bid below in accordance with the terms, conditions, and specifications of this ITB.

Submitted by :

James N. Bailey

Name (printed)

08/11/2022

Date

Signature

President

Title

EXHIBIT C

PARTICIPATING COUNTIES

AUTAUGA
BALDWIN
BARBOUR
BIBB
BUTLER
CALHOUN
CHAMBERS
CHOCTAW
CLARKE
CLEBURNE
COLBERT
CONECUH
COOSA
COVINGTON
CRENSHAW
CULLMAN
DALE
DEKALB
ELMORE
ESCAMBIA
FAYETTE
FRANKLIN
GENEVA
HALE
HENRY
HOUSTON
JACKSON
LAMAR
LAWRENCE
LEE
LIMESTONE
MARENGO
MARSHALL
MORGAN
PICKENS
RANDOLPH
TALLAPOOSA
WALKER
WASHINGTON

EXHIBIT D

IAC JOINT BID PROGRAM PURCHASE PROCEDURES

All purchases pursuant to the IAC Joint Bid Program shall be made by (1) mailing, faxing, or emailing the appropriate purchase order form to the Vendor who has been awarded the contract for goods and services ordered **and** (2) emailing a copy of the purchase order to the Association at iac@alabamacounties.org. Purchase order forms and all necessary information regarding the vendor and goods available can be obtained at the Association's website (<https://www.alabamacounties.org/iacprogram/>).

Each purchase order shall be signed by the person authorized by the participating county to sign and shall include the IAC Joint Bid Program Invitation to Bid Number: 2022-06 and "NATT Kits and Confirmation Testing". A copy of the form submitted shall be retained by the participating county.

The participating county shall deal directly with the company representative for the Vendor in making purchases under this program. The Vendor shall complete all orders in compliance with its contract under the IAC Joint Bid Program and shall deal directly with each participating county in processing and completing their orders and in complying with service and warranty requirements.

It is important to remember that under *Code of Alabama 1975, § 41-16-50(b)*, all purchases made pursuant to the IAC Joint Bid Program shall be subject to the terms and conditions of Alabama's Competitive Bid Law and the participating county's ARPA award. Therefore, participating counties are only authorized to purchase the specific items awarded under the program according to the bid specifications and must comply with these procedures in placing any orders.

There can be no deletions or additions to items purchased under this program, except as specifically provided for in the bid specifications.