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TARRANT COUNTY PURCHASING DEPARTMENT Vendor Name:

JACK BEACHAM, C.P.M. PURCHASING AGENT ROB COX, C.P.M., A.P.P. ASSISTANT PURCHASING AGENT

RFP NO. 2010-088

REQUEST FOR PROPOSALS FOR OFFENDER SPECIMEN COLLECTION AND DRUG TESTING SERVICES FOR COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

PROPOSALS DUE JULY 26, 2010 2:00 P.M.

RFP NO. 2010-088

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PRE-PROPOSAL CONFERENCE

All bidders are encouraged to attend a Pre-Proposal Conference to be held:

DATE: FRIDAY, JULY 9, 2010

TIME: 10:00 A.M.

LOCATION: TARRANT COUNTY ADMINISTRATION BUILDING PURCHASING DEPARTMENT CONFERENCE ROOM 100 E. WEATHERFORD, SUITE 303 FORT WORTH, TX 76102

RSVP: Vendors planning to attend the pre-proposal conference should RSVP, <u>in</u> <u>writing, via facsimile</u>, no later than 5:00 p.m., Thursday, July 8, 2010.

Send RSVP'S to Dianna Lee, C.P.M., at (817) 884-2629.

Questions from proposers will be addressed at the pre-proposal conference. Any vendor who submits a proposal without attending the scheduled pre-proposal conference does so at his own risk. Such applicant who submits a proposal and does not attend the scheduled pre-proposal conference waives any right to assert claims due to undiscovered conditions.

Tarrant County is soliciting proposals for **OFFENDER SPECIMEN COLLECTION AND DRUG TESTING SERVICES**, to be provided to the Community Supervision and Corrections Department (CSCD).

THE ORIGINAL AND SIX (6) COPIES OF COMPLETED PROPOSALS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT AT 100 E. WEATHERFORD, SUITE 303 FORT WORTH, TEXAS 76102 ON OR BEFORE JULY 26, 2010 AT 2:00 P.M.

All proposals, including a "NO BID", are due in the Purchasing Department by the due date,

in sealed envelopes or boxes. All proposals must be clearly marked with the RFP Number, the name of the company/firm submitting the proposal, and date and time of opening on the outside of the envelope/box. Original proposal must be clearly marked **"ORIGINAL"** and contain all original signatures.

Any proposal received after the date and/or hour set for proposal opening will be returned unopened. Respondent will be notified and will advise Tarrant County as to the disposition by either pick up, return at respondent's expense, or destroyed with written authorization of the bidder. If proposals are sent by mail to the Purchasing Department, the respondent shall be responsible for actual delivery of the proposal to the Purchasing Department before the advertised date and hour for opening of proposals. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be returned unopened.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by proposer/respondent guaranteeing authenticity. After the official opening, proposals become the property of CSCD and Tarrant County and may not be amended, altered or withdrawn without the recommendations of the Purchasing Agent and the approval of Commissioners Court.

Tarrant County is exempt from Federal Excise and State Sales Tax. The County is not exempt from Surplus Lines Tax or Texas Stamping Tax. Therefore, only applicable taxes must be included in this proposal.

No oral explanation in regard to the meaning of the proposal specifications will be made and no oral instructions will be given before the award of the contract. Request from interested proposers for additional information or interpretation of the information included in the specifications and all questions should be directed in writing via facsimile to:

DIANNA LEE, C.P.M., SENIOR BUYER FAX: (817) 884-2629

<u>All documents associated with this RFP</u> including but not limited to, the RFP document, questions and their responses, addenda and special notices will be posted under the RFP number on the Tarrant County web site and available for download by bidders/respondents and other interested parties. No documents will be faxed or e-mailed after the initial Notice of Intent to bid prior to award. It is the bidders'/respondents' sole responsibility to review this site and retrieve all related documents prior to the RFP due date.

The deadline for receipt of <u>all</u> written questions shall be 12:00 (Noon), Fort Worth time, Monday, July 12, 2010.

Proposal Response Forms must be fully completed and included in your response. Forms that have been retyped or altered may result in rejection of proposal.

This RFP is issued in compliance with the County Purchasing Act, Section 262.030. Negotiations shall be conducted with responsible vendor(s) who submit proposals determined to be reasonably susceptible of being selected for award.

<u>CONFIDENTIALITY</u>: Any material that is to be considered confidential in nature must be clearly marked as such and shall be treated as confidential to the extent allowable in the Open Records Act. <u>Pricing information is not considered confidential</u>. Trade secrets or confidential information <u>MUST</u> be placed in a separate envelope marked "<u>CONFIDENTIAL INFORMATION</u>" and <u>EACH</u> <u>PAGE</u> must be marked "<u>CONFIDENTIAL INFORMATION</u>" and <u>EACH</u> to protect these papers from public disclosure as outlined in LGC, Section 262.030(c) of the State of Texas County Purchasing Act.

"The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Tarrant County is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to an RFP is "confidential" will not be treated as such if the County receives a request for a copy of the RFP. The County will of course make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information, but Tarrant County cannot and will not make an agreement to withhold information from the public contrary to the County's responsibilities under the Act."

Additionally, to the extent your response is incorporated into the contract, that contract will become an official record available for public inspection.

Proposals shall be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. All proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

The successful Contractor shall defend, indemnify, and hold harmless Tarrant County and CSCD from any and all liability or loss of any nature whatsoever arising out of or relating to the Contractor performing work on County premises, including, without limiting the generality of the foregoing coverage, any act or omission of the contractor, its agents, servants, employees, or invitees in the execution or performance of the contract.

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the County CSCD. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The <u>contract may be terminated</u> by either party upon written thirty (30) days notice prior to cancellation.

Proposals will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, Tarrant County reserves the right to waive any irregularities and to make award in the best interest of the County and CSCD.

Tarrant County and CSCD reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities for the best interest of the County and CSCD. Proposals may be rejected, among other reasons, for any of the following specific reasons:

- 1. Proposals received after the time limit for receiving proposals.
- 2. Proposals containing any irregularities.
- 3. Unbalanced value of any items.

Vendors may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:

- 1. Reason for believing collusion exists among the Vendors.
- 2. Reasonable grounds for believing that any Vendor is interested in more than one Bid for the work contemplated.
- 3. The Vendor not having the applicable and appropriate credentials, licenses and certifications to provide the services required in the RFP.
- 4. The Vendor being interested in any litigation against the County or CSCD.
- 5. The Vendor being in arrears on any existing contract or having defaulted on a previous contract
- 6. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- 7. Uncompleted work which in the judgement of the County or CSCD will prevent or hinder the prompt completion of additional work, if awarded.
- 8. Respondents shall not owe delinquent property tax in Tarrant County.

Failure to provide signatures, where required and/or submission of required forms, including but not limited to the Bid Proposal Signature Form, Reference Page, Bid Forms/Documents Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein, shall rest solely with the proposer. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

The successful proposer/respondent may not assign their rights and duties under an award without the written consent of the Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

SPECIAL TERMS AND CONDITIONS

Contract Terms:

Successful vendor(s) will be awarded a twelve (12) month contract(s), effective from date of award or notice to proceed as determined by Tarrant County Purchasing. At Tarrant County and CSCD's option and approval by the vendor(s), the contract(s) may be renewed for two (2) additional one (1) year periods, as further explained in Renewal Options. <u>Prices must remain firm for the entire contract</u>.

Renewal Options:

Tarrant County and CSCD reserve the right to exercise an option to renew the contract(s) of the vendor(s) for two (2) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If Tarrant County and CSCD exercise the right in writing, the Respondent shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Respondent in complete form within the time specified, Tarrant County and CSCD will rescind their option and seek a new bid solicitation.

SPECIAL TERMS AND CONDITIONS

Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among the governmental entities that are listed on the next page; therefore it would be in the vendor's best interest to help Tarrant County facilitate this cooperative effort. <u>A "NO" answer</u> could result in complete rejection of proposal.

Should other Governmental Entities decide to participate in this contract, would you, the Respondent, agree that all terms, conditions, specifications, and <u>pricing</u> would apply?

____Yes ____No

If you, the Respondent, checked yes, the following will apply:

Governmental Entities utilizing Inter-Governmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than Tarrant County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Tarrant County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/services as needed.

Delivery to governmental entities located within Tarrant County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Tarrant County shall be negotiated between the successful bidder and each governmental entity.

Vendor(s) awarded contract(s) resulting from Request for Bid (RFB) shall be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information shall be provided ninety days prior to the expiration of the contract, or as otherwise requested by Tarrant County. Failure to provide the requested information when requested could delay the renewal process.

SECONDARY/ALTERNATE AWARD:

Secondary or alternate vendors serve in a back up capacity only. In the event the primary is unable to honor the terms and conditions of the contract, the secondary vendor may be called. If the secondary vendor is unable to honor the terms and conditions of the contract the alternate may be called. The primary vendor is the first contact. Use of the secondary or alternate must be approved, in writing, by the Tarrant County Purchasing Agent or his designee.

In the event the secondary or alternate vendors are called upon, they will offer the goods and services at the bid prices, or better. Any attempt to increase the original bid price may be cause to remove the vendor from the contract.

If the secondary or alternate vendor represents themselves as the primary vendor without written authorization from the Tarrant County Purchasing Agent, or his designee, the secondary or alternate vendor may be removed from the contract. Would you, the Respondent, be willing to accept a secondary/alternate award based on the above?

____Yes ____No

SPECIFICATIONS

I. PROGRAM DESCRIPTION

A. <u>PURPOSE</u>

The purpose of this proposal is to provide to the Community Supervision and Corrections Department of Tarrant County (hereinafter referred to as "CSCD") offender specimen collection and drug testing services.

B. <u>OBJECTIVES</u>

CSCD, a political entity of the Judicial District of Tarrant County, implements program supervision in accordance with the orders of the criminal courts and utilizes them toward the accomplishment of its mission by:

- 1. Effectively managing and positively motivating offenders.
- 2. Enforcing compliance with court orders.
- 3. Responding quickly to violations.
- 4. Employing a progressive sanctions model.
- 5. Applying evidence-based practices to supervision strategies.
- 6. Promoting restorative practices for victims, community and offenders.
- 7. Promoting victim support.
- 8. Increasing public awareness.
- 9. Promoting successful community integration.
- 10. Collaborating with our community partners.

II. <u>GENERAL CONDITIONS, REQUIREMENTS, FORMATS FOR PROPOSAL,</u> <u>INFORMATION REQUIRED OF VENDOR, LIABILITY INSURANCE, AND BUDGET</u> <u>SUMMARY</u>

A. <u>CONTRACT PERIOD</u>:

The initial contract period for Specimen Collection and Drug Testing Services shall be for twelve (12) months with two (2) options to renew for successive, additional twelve (12) month periods <u>at no increase in prices</u>, at the discretion of Tarrant County and CSCD. Anticipated start date of contract is September 1, 2010. Services provided will be paid for from the appropriate fiscal year funds provided by the Texas Department of Criminal Justice - Community Justice Assistance Division (TDCJ-CJAD). All representations made by Tarrant County and CSCD are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, or the Community Justice Assistance Division.

B. <u>PROPOSAL SUBMISSION REQUIREMENTS</u>:

- Each proposal should be in the format described in Section II.C. of this RFP. Proposals must be typed or printed on standard (8 ½" x 11") white paper (accompanying drawings may be on larger sheets of paper but should be kept to the smallest practical size). Pages should be numbered and a table of contents should be included in the format required by Section II.C. of this RFP.
- 2. Each proposal should respond to all portions of the RFP.
- 3. The vendor may submit no changes, amendment(s) or modifications once it has submitted a proposal. However, Tarrant County and CSCD, at their sole discretion, after the time set for receipt of proposals may negotiate a change, amendment, or modification to their advantage. The vendor may, however, withdraw and resubmit a proposal any time prior to the final date and time set for receipt of proposals.
- 4. Tarrant County and CSCD reserve the right to waive any technicality noted in the submission process. Submission of proposals confers no legal rights upon any vendor. Tarrant County and CSCD reserve the right to reject any or all proposals submitted.
- 5. Tarrant County and CSCD reserve the right to negotiate a contract with one (1) or more vendor(s) who, in their opinion, offers the most advantageous proposal(s) for the purpose intended.
- 6. Each proposal shall be valid for 180 calendar days after the opening date of the proposal and shall constitute an irrevocable offer to Tarrant County and CSCD for the 180-calendar day period. The 180-calendar day period may be extended by mutual agreement of the parties.
- 7. After opening of proposals and prior to award, Tarrant County and CSCD reserve the right to make a pre-award site visit of any or all proponent's facilities to be used in the performance of work under this solicitation. Vendor agrees to allow all reasonable requests for inspection of such facilities with two (2) days advance notice. Failure to allow such an inspection shall be cause for rejection of proposals as non-responsive. Tarrant County and CSCD reserve the right to reject facilities as unacceptable for performance under this solicitation as a result of such site visit survey.
- 8. The vendor's past performance as determined by Tarrant County and CSCD may also be used for purposes of evaluating vendor's suitability for award under this solicitation.
- 9. Each proposal submitted to Tarrant County becomes the property of Tarrant County and CSCD. All proposals submitted shall remain confidential until after contract award has been approved.
- 10. Questions from vendors will be addressed at the pre-proposal conference. Any vendor who submits a proposal without attending the scheduled preproposal conference does so at its own risk and waives any right to assert claims due to undiscovered information.

- 11. Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the vendor, shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.
- 12. Proposals should not contain promotional or display materials, except as they may directly answer, in whole or in part, questions contained in the RFP. Such materials shall be clearly marked with a reference to the applicable section in the RFP.

C. <u>PROPOSAL FORMAT REQUIREMENTS</u>:

Each section of the proposal should be clearly designated (by using tabs) to make the information easily accessible to the viewer. All proposals shall be submitted in the following format:

- 1. <u>Cover Page</u>:
 - a. RFP number.
 - b. Subject of proposal.
 - c. Name, address, phone and fax numbers, and e-mail address of vendor(s).
 - d. Name, title, and signature of the official authorized to execute the contract.
- 2. <u>Summary Sheet(s)</u>: brief summaries (1 to 3 pages each) of the proposal relating to:
 - a. Identification of vendor including a brief history.
 - b. Vendor's licenses and accreditations.
 - c. Vendor's statement of understanding of the proposal and program objectives.
 - d. Resources to be utilized to implement the proposal.
 - e. Qualifications, certifications, licenses, and educational level of staff providing services.
 - f. Indicate if any of the staff are <u>currently</u> under State, Tribal, and/or Federal indictment or legal supervision including, but not limited to: community supervision, probation, parole, mandatory release, pretrial or preprosecutorial supervision or on bond awaiting trial and/or appeal.
- 3. <u>Attachments</u>: Shall include all information required of each vendor in the following order:
 - a. REQUIRED INFORMATION (REFER TO II.D.)
 - b. LIABILITY INSURANCE (REFER TO II.E.)
 - c. COST SPECIFICATIONS (REFER TO III)
 - d. VENDOR'S RESPONSE TO SECTION V.

D. INFORMATION REQUIRED OF VENDOR:

Each Proposal shall contain the following information:

- 1. Name, title, and telephone, and fax numbers of vendor's contact person for all inquiries. The contact person shall be responsible for fielding all inquiries from Tarrant County and CSCD and providing the vendor's response.
- 2. Business form of vendor (e.g., corporation, partnership, sole proprietorship, etc.), if applicable.
 - a. If a corporation, include the date and state of incorporation.
 - b. Vendor's Tax Identification Numbers.
 - c. Names and addresses of vendor's principal officers, directors, and/or partners.
 - b. A brief biography and complete resume of the person or persons who will operate/manage the services provided by vendor.
 - e. Vendor's organizational chart.
- 3. The name(s) and address(es) of the vendor's insurance carrier(s), along with a statement(s) from vendor's insurance carrier(s) that insurance as specified in Section IV. of this RFP is either in force and/or available upon vendor's request.
- 4. List of all public institutions or agencies to which the vendor provides or has provided similar services.
- 5. A list of any civil lawsuits filed or pending on or after January 1, 2000, which were filed against or on behalf of the vendor in connection with its operations, or any of its employees in connection with their status and/or conduct as employees or any of its subvendors in connection with their status and/or conduct as subvendors.
- 6. A list of any criminal cases filed or pending on or after January 1, 2000, in which the vendor or any of its employees in connection with their status and/or conduct as employees or any of its subvendors in connection with their status and/or conduct as subvendors have been named as defendants. Vendor shall also provide the status of each case listed, including any disposition where applicable.
- 7. A copy of vendor's most recent financial statement (i.e., monthly, quarterly) and most recent audited financial statement, each to include corresponding balance sheet, income statement and statement of cash flow. Vendor must include an affidavit certifying that vendor is a duly qualified, capable and otherwise bondable business entity, that vendor is not in receivership, is not contemplating receivership, has not filed bankruptcy, and is not contemplating bankruptcy.
- 8. Other organizational, biographical, or financial information deemed relevant by the vendor.
- 9. A Computerized Criminal History (CCH) Authorization Form (see Attachment A) signed by each vendor employee working in the State of Texas who may provide services or have access to information regarding services requested in the RFP.

- 10. If vendor is currently providing specimen collection and drug testing services, indicate the average collection rate of fees.
- 11. Required Submittal Forms
 - a. Proposal Signature Form
 - b. Certification of Eligibility
 - c. Deficiencies and Deviations Form
 - d. Vendor References
 - e. Disadvantaged Business Enterprises (DBE) form (if applicable)
 - f. Special Terms and Conditions (mark yes or no) See page 6.
 - g. Cost Specification Spreadsheets

E. <u>LIABILITY INSURANCE</u>:

The vendor shall provide a plan for insurance coverage which satisfies the requirements set forth in RFP Section IV., paragraph 23 of the attached Standard Contract Provisions.

F. <u>TEST SAMPLES:</u>

For test and evaluation purposes, the vendor shall provide to Tarrant County and CSCD, samples of each type of equipment/service proposed to be utilized during contract period. Test samples should be included in proposal submission. If any sample fails testing for any reason, that is sufficient reason to reject a proposal.

III. COST SPECIFICATIONS

- A. Responses to all costs must be submitted on forms located on pages 42-54. Vendor may submit proposed pricing for one or any sections. However, vendor must submit pricing for all line items within a section. If vendor chooses not to submit a response for specific sections and CSCD determines that section to be critical to future process the vendor may be eliminated from consideration.
- B. **Quantities** indicated on the Proposal Price Sheets are estimates based upon the best available information. Tarrant County and CSCD reserve the right to increase or decrease the quantities to meet its actual needs without any adjustments in the proposed price.

IV. STANDARD CONTRACT PROVISIONS

- A. Any agreement between Tarrant County, CSCD and Vendor to provide specimen collection and drug testing services under the terms of this RFP will contain the following standard provisions:
 - 1. <u>Duties and Obligations</u> Vendor shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal, and Court Ordered requirements, whether now in effect or hereafter effected or implemented. Vendor shall comply with Tarrant County and CSCD Policies and Procedures and unless otherwise required by this agreement shall be

free to establish procedures such that the Services attain the goals established by such Tarrant County and CSCD Policies, provided that any deviations are approved in writing by Tarrant County and CSCD prior to their implementation. The vendor shall develop procedures for assumption of Services by Tarrant County and CSCD in the event of vendor's bankruptcy or inability to perform its duties hereunder.

- 2. <u>Payments to Vendor</u> Payments to vendor shall be subject to the provision of number 17 (Withhold Payments). Vendor shall deliver a monthly invoice within fifteen (15) days following each month of service to CSCD, ATTN: Fiscal Manager, at 200 West Belknap Street, Fort Worth, Texas 76196. The invoice shall be accompanied by a report for the month signed by the Service Provider, and listing each offender served by name with the date that he/she received services and the services provided.
- 3. <u>Visitation by State Employees</u> Vendor shall at all times allow employees/agents of the Governor, members of the Legislature, and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by Tarrant County and CSCD and the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the vendor.
- 4. <u>No Subvendors</u> No subvendor may be utilized by vendor unless Tarrant County and CSCD have furnished prior written approval thereof.
- 5. <u>Confidentiality</u> When applicable in accordance with Federal guidelines, vendor shall maintain the confidentiality of offender records and information, including but not limited to, compliance with federal regulations concerning substance abuse treatment set forth in 42 CFR part 2, sections 2.1-2.67, and Section 18 of the Texas Code of Criminal Procedure. No personal information of any Defendant may be divulged or made known in any manner to any person except as may be necessary to provide the Services. Vendor shall notify Tarrant County and CSCD in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from Tarrant County and CSCD's Authorized Representative.
- 6. <u>Non-Collusion</u> Vendor warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this agreement with Tarrant County and CSCD, and Vendor has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, Tarrant County and CSCD shall have the right to terminate this agreement without liability, or in their discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.
- 7. <u>Termination at Will</u> Any party may terminate this agreement for any reason whatsoever, without cause and at any time, by furnishing to the other party sixty (60) days prior written notice. Tarrant County's and CSCD's only obligation for terminating this agreement pursuant to this section shall be the

payment to vendor of Payments earned hereunder up to the date of termination. Vendor's only obligation for terminating this agreement pursuant to this section shall be to provide Services until the date of termination. Neither vendor nor Tarrant County nor CSCD shall thereafter be entitled to any other bonus, damage, settlement, or compensation for expected or lost profits or otherwise.

- 8. <u>Misspent Funds</u> Any expenditure of funds by vendor which is deemed inappropriate based on the Financial Management Manual for TDCJ-CJAD Funding or the Contract Management Manual for TDCJ-CJAD Funding by TDCJ-CJAD Staff, CSCD Staff or any CSCD or state designee will be subject to refund by the vendor.
- 9. <u>Availability of Funds</u> This agreement is subject to the availability of state funds as appropriated by the State Legislature and as made available by TDCJ-CJAD. If such funds become reduced or unavailable, this agreement shall be subject to immediate modification, reduction or termination,
- 10. Payment to Employees or Agents of Tarrant County and CSCD Vendor warrants that no employee or agent of Tarrant County or CSCD have been retained to solicit or secure this agreement and that vendor has not paid or agreed to pay any employee of Tarrant County or CSCD any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the making of this agreement or as an inducement for entering into this agreement. The unauthorized offering or receipt of such payments may result in the immediate termination of this agreement by Tarrant County and CSCD.
- 11. <u>Administrative Controls</u> Vendor shall establish, document, and maintain adequate administrative and internal controls to ensure that only allowable costs are billed hereunder.
- 12. <u>Governing Board Responsibility</u> The appropriate governing board or entity of vendor shall bear full responsibility for the integrity of the Program, including accountability for all Payments, compliance with Tarrant County policies, CSCD policies, and applicable federal and state laws and regulations, and the Texas Department of Criminal Justice-Community Justice Assistance Division (TDCJ-CJAD). Ignorance of any contract provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.
- 13. <u>Conflict of Interest</u> Vendor shall establish safeguards to prohibit members of the governing board, contractual personnel, consultants, volunteers, and employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family or business relationships.
- 14. <u>Remuneration</u> Staff of vendor shall not pay or receive any commission, consideration, or benefit of any kind related to the referral of an offender for treatment or engage in fee-splitting with other professionals.

- 15. <u>Audits</u> Vendor agrees to furnish Tarrant County, CSCD and/or TDCJ with such information as may be required relating to the Services rendered hereunder. Vendor shall permit Tarrant County and CSCD to audit and inspect records and reports and evaluate the performance of Services at any time. Vendor shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services and expenditures, including cooperation with Tarrant County and CSCD in their performance of random or routine audits to determine the accuracy of vendor reports.
- 16. <u>Disclosure</u> Vendor is required to immediately disclose to Tarrant County, CSCD and TDCJ-CJAD the following:
 - a. If any Person who is an employee or director of vendor is required to register as a lobbyist under Texas Government Code Chapter 304, at any time during the term hereof, vendor shall provide to Tarrant County, CSCD and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
 - b. If any Person who is an employee, subvendor, or director of vendor is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
 - c. The receipt by vendor of funds other than, or in addition to, those paid by Tarrant County or CSCD for Services hereunder, it being agreed that in such event Tarrant County and CSCD shall be entitled to reimbursement of such portion of such funds as it is attributed to the provision of Services hereunder. As used in this subparagraph, the term "funds" means any amounts received by vendor on behalf of any Offender who is receiving Services; and
 - d. Report any actions or citations by Federal, State, or local governmental agencies that may affect vendor's licensure status or its ability to provide Services hereunder.
- 17. <u>Withhold Payments</u> Tarrant County and CSCD may withhold payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate, or untimely claim is resubmitted and/or corrected by vendor. Tarrant County and CSCD reserve the right to suspend Offender services, withhold Payments, or require the return of Payments in the case of noncompliance with Tarrant County or CSCD Policies, including, but not limited to, recurring acts of noncompliance and expenditures for unallowable costs.
- 18. <u>Retention</u> All records pertinent to the provisions of Services hereunder shall be retained for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begin after Tarrant County and CSCD have made the final payment hereunder.

- 19. <u>Default by Vendor</u> Each of the following shall constitute an Event of Default on the part of vendor:
 - a. material failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of vendor of written notification thereof;
 - b. (1) admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order; (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; or,
 - c. the discovery by Tarrant County or CSCD that any statement or representation of warranty in this agreement is false, misleading, or erroneous in any material respect.
- 20. <u>Remedy of Tarrant County and CSCD</u> Upon the occurrence of an Event of Default by vendor, Tarrant County and CSCD shall notify vendor of such Event of Default, and subject to the time provisions of Section 20 hereof, Tarrant County and CSCD shall have the right to pursue any remedy they may have at law or in equity, including, but not limited to, (a) reducing its claim to a judgment; (b) taking action to cure the Event of Default, in which case Tarrant County and CSCD may offset against any Payments owed to vendor all reasonable costs incurred by Tarrant County or CSCD in connection with its efforts to cure such Event of Default; and (c) termination and removal of vendor as provider of Services. In the event of vendor's removal due to an Event of Default, Tarrant County and CSCD shall have no further obligations to vendor after such removal and in such event, Vendor agrees to cooperate with Tarrant County and CSCD regarding a transition to new provider of Services.
- 21. <u>Default by Tarrant County and CSCD</u> The following shall constitute an Event of Default on the part of Tarrant County and CSCD: failure by Tarrant County and CSCD to pay within forty-five (45) days after Payment is due, any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.
- 22. <u>Remedy of Vendor</u> Upon an Event of Default by Tarrant County or CSCD, vendor's sole remedy shall be to terminate this agreement. Upon such termination, vendor shall be entitled to receive Payment from Tarrant County and CSCD for all Services satisfactorily furnished hereunder up to and including the date of termination.

- 23. <u>Insurance</u> Vendor shall provide an adequate plan of insurance that provides: (1) coverage to protect Tarrant County, CSCD and the State against all claims, including claims based on violations of civil rights arising and from the Services performed by vendor; (2) coverage to protect Tarrant County, CSCD, and the State from actions by a third party against vendor or any subvendor of vendor as a result hereof; and (3) coverage to protect Tarrant County, CSCD, and the State from actions by officers, employees, or agents of vendor or any subvendor(s). Vendor shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of Tarrant County, CSCD, the State, and vendor with the amounts and coverage's as required by law, in accordance with the following:
 - a. Claims that may arise out of or result from vendor's actions/operations hereunder, whether such actions/operations are by vendor or by a subvendor of vendor, or by anyone directly or indirectly employed by or acting on behalf of vendor or a subvendor where liability may arise for:
 - 1. Claims under workers compensation disability benefit, and other similar employee benefit actions;
 - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any vendor employees;
 - Claims for damages because of bodily injury, sickness or disease, or death of any Person other than vendor's employees;
 - 4. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by vendor, or by (b) any other Person;
 - 5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from;
 - 6. Claims for damages based on violations of civil rights;
 - 7. Claims for damages arising from fire and lightning and other casualties; and,
 - 8. Claims for damages and/or injuries resulting from the use of motor vehicles.
 - b. The insurance required by this section shall be written for not less than any limits of liability specified by Tarrant County or CSCD or required by law, whichever is greater, and shall include contractual liability insurance as applicable to vendor's obligations hereunder. In any event, vendor shall maintain liability coverage in amounts not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death, and \$100,000 for each single occurrence for damage to or destruction of property.

- c. Certifications/policies of insurance shall be filed with Tarrant County prior to execution hereof. These certificates/policies shall contain a provision that coverage afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to Tarrant County and CSCD.
- d. Compliance with the foregoing insurance requirements shall not relieve vendor from any liability under the indemnity provisions.
- 24. Indemnification – Vendor shall indemnify and save Tarrant County, CSCD, the Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents, and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management, or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of vendor in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of vendor or licensees, or arising from any accident, injury, or damage whatsoever caused to any person, firm, or corporation and from and against all costs, reasonable whatsoever caused to any person, firm, or corporation and from and against all costs, reasonable attorney's fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought against Tarrant County, CSCD or the State by reason of any such claim. In any such action brought against Tarrant County, CSCD or the State, vendor, upon notice from Tarrant County, CSCD, or the State, shall defend against such action or proceeding by counsel satisfactory to Tarrant County, CSCD, or the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of Tarrant County, CSCD, the State, or their respective agents, vendor's, employees, or licensees contributed in part to the loss or damage indemnified against.
- 25. <u>Criminal History Background Investigations</u>
 - a. Vendors employees and staff members, including account managers, customer support personnel, and other personnel, who provide services or have access to information regarding services provided under any agreement shall be subject to a criminal history background investigation and acceptance by Tarrant County and CSCD. Vendor will be required to furnish to Tarrant County and CSCD the personal identification information, as well as signed release forms, for current employees/staff within ten (10) days from the date of execution of any contract with Tarrant County and CSCD and upon Vendor's selection of new employees/staff members.
 - b. Vendor will immediately notify Tarrant County and CSCD if any employee of Vendor is arrested during the term of any agreement. At the request of Tarrant County or CSCD, vendor's employees providing services or having access to information regarding services provided

under any agreement, will be subject to a criminal history background check prior to Tarrant County and CSCD's exercise of their option to renew any agreement for an additional twelve (12) month period.

- c. Vendor will ensure that only those employees who have provided to Tarrant County and CSCD a signed release form, have had a criminal history background check, and have been accepted by Tarrant County and CSCD, will be authorized to provide services under the terms of this RFP.
- 26. Independent Vendor – Vendor is associated with Tarrant County and CSCD only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, vendor is and shall be an independent vendor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for Tarrant County and CSCD whatsoever with respect to the indebtedness, liabilities, and obligations of vendor or any other party. Vendor shall be solely responsible for (and Tarrant County and CSCD shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by vendor arising out of vendor's association with Tarrant County and CSCD pursuant hereto, and vendor shall indemnify and hold Tarrant County and CSCD harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

V. <u>GENERAL INFORMATION</u>

- A. Participants are required to pay the vendor the cost of testing at the time of the collection, but <u>no one</u> will be refused to submit a specimen due to the lack of payment. Historically about 1/3 pay upfront and the rest are billed to CSCD at the end of the month.
- B. It is CSCD's desire to award the entirety of this proposal to one vendor. However, CSCD reserves the right to segment the proposal and award portions to more than one vendor.
- C. CSCD is currently in contract with Norchem Laboratories, 1760 E. Route 66, Suite 1, Flagstaff, AZ 86004. Under the terms of the contract, Norchem provides the following services:
 - 1. Staffing for two collection sites (male and female).
 - 2. Collections of urine specimens and associated processing (bagging, shipping, etc).
 - Full laboratory screening of all specimens for Amphetamine / Methamphetamine / Benzodiazepine (or Alcohol) / Cocaine / Opiates / THC (2 panels – one with alcohol and one with benzo instead of alcohol).

Automatically determined by profile designated in the computer to generate the correct testing code on the chain-of-custody.

- 4. With automatic confirmations on all positive screens.
- 5. At a cost of \$11.00 per specimen tested.
- 6. This accounts for at least 95% of the drug testing.
- 7. The remaining 5% are collected in the field by CSCD staff at a cost of \$7.50 (field units) and a 7-panel test from the IDT program (Amphetamine / Methamphetamine / Benzodiazepine / Alcohol) / Cocaine / Opiates / THC). Currently only about 1% are pre-screened at the field kit level. Also within the 5% is included a small quantity of saliva tests for persons on dialysis and/or other related extreme medical conditions (probably 20 or fewer a month). Additionally CSCD recently began a pilot project with hair testing, at this time only a dozen or so specimens have been processed.
- D. All collections will be completed by forensic (direct observation) standards, i.e., direct observation of the specimen leaving the body.
- E. <u>Collection of payments from probationers:</u> Currently, the vendor collects an \$11 payment (in the form of a money order) from the individuals as they submit a specimen. CSCD is billed for the balance for those who do not pay at the time of the collection. Due to the various options listed previously, collection requirements and processes will be mutually developed between CSCD and the awarded vendor at the time of contract negotiations. The normal collection rate is approximately 33% at the time of collection.
- F. Collection Location and Hours of Operation: The contracted laboratory provides collectors on-site at two CSCD locations and one Direct Court location:

1.	3210 Miller, Fort Worth	2 male techs and 1 female tech M-F (plus 1 PT Female	
	Monday – Thursday	Continuous male coverage 7:00 am	– 7:00 pm
		Female coverage 9:00 am to 7:00 pr	n
	Friday	Male and Female coverage 7:00 am	to 4:45 pm
		Volume is approx. 150 – 175 p	per day.
2.	200 W. Belknap, Fort Worth	1 male and 1 female M-F	
	Monday – Friday	7:45 am to 4:45 pm	
		Volume is approx. 200 – 275 p	per day.
3.	300 W. Belknap, Fort Worth	1 male (currently)	DIRECT Court
	Monday – Friday	7:45 am to 4:45 pm	

All specimens that screen negative are to be saved for thirty (30) days after testing. Specimens that test positive are to be retained for a minimum of one year.

Collection Locations:	Central Offices** Miller Complex**	200 W. Belknap, Fort Worth, TX 3210 Miller, Fort Worth, TX
Remote Locations:	Northeast FSU Southeast FSU South FSU IDT** Southwest FSU Northwest FSU	201 Plaza Blvd., Hurst, TX 724B Border, Arlington, TX 650 Justice Blvd, Mansfield, TX 650 Justice Blvd, Mansfield, TX 3829 Altamesa Blvd., Fort Worth, TX 3800 Adam Grubb, Lake Worth, TX

** Courier pickup locations **FSU** – Field Service Unit

NOTE: All locations/address subject to change. Periodically, a unit/program may be relocated to another office or another building as provided by the County.

- G. Tarrant County CSCD currently contracts with a private company to provide laboratory testing urine samples collected for drug testing under a variety of situations. The current standard for testing is urine with LC/MS/MS confirmation. However, there are some "Dip-Test field kits" utilized when appropriate and some laboratory tested saliva samples utilized for specific medical-needs individuals (estimated to be under 5% of the total collections). The contracted vendor is responsible for retrieving and transporting all specimens collected for laboratory testing.
- H. Normal field collections and testing: approximately <u>85,700</u> (7,150 per month) specimens were collected by the contract laboratory company onsite (CSCD) and shipped to their laboratory for testing. The normal test panel included screening by immunoassay for amphetamine / methamphetamine, benzodiazepine, cocaine, Opiates, THC, and automatically tested for confirmation LC/MS/MS if screening was positive. The breakdown of the positive test results are as follows:

	<u>2006*</u>	<u>2009</u>	(cut-off levels)
Amphetamines	4.7%	2.4%	1000 ng/ml
Benzodiazepine	2.1%	1.6%	300 ng/ml
Cocaine	3.6%	1.9%	300 ng/ml
Opiates	6.8%	3.8%	300 ng/ml
THC	8.5%	10.2%	50 ng/ml
Alcohol		8.0%	.02 ng/ml

* Prior to the 2-panel system, alters the percentage results

I. Recently the Department has developed and implemented an optional "Alcohol Profile" panel where alcohol replaces benzodiazepine for testing. The regular panel includes Amphetamine, MethAmp, Benzodiazapines, Cocaine, Opiates, and THC. On the alcohol panel, benzo is replaced with alcohol. This skews the percentages on the reports.

- J. Additionally, an officer may have an indication of use for another substance, such as steroids or ecstasy, or laboratory test results indicate a need for alternative testing. Additionally, the lab may voluntarily conduct additional testing to further refine or clarify indications of the initial results. When either of the first two situations occurs, a "Request for Additional Testing" is submitted to request these tests be conducted (at additional costs to CSCD).
- K. Approximately 1,000 specimens are collected in the field by CSCD staff and "field tested" via dip test strips, and subsequently sent to the lab for testing (screening and confirmation). The "field test" screens include the same items as number one (1) above. While the numbers are low, the confirmation tests reveal a positive distribution comparable to that listed above. These collections are restricted to individuals who may exhibit signs of inebriation or impairment and it would not be advisable to release the person to go across town to a contractor's collection site.
- L. CSCD operates a specialized drug treatment program called the Intensive Day Treatment Program (IDT). This program does approximately 5,000 staff collected urine specimens a year that are submitted directly to the contract laboratory for screening and automatic confirmation (when positive for screening). This panel includes <u>amphetamine / methamphetamine, benzodiazepine, cocaine, Opiates, THC, and alcohol</u>. Tuesday through Friday, participants are randomly selected for urine drug test.

The breakdown of the positive test results for this group are as follows:

1.4%
5.8%
3.3%
4.3%
7.8%
10.7%

VI. RANDOMIZED CALL-IN AND SCHEDULED UA'S

While not all probationers are required to submit to drug testing, the greatest majority are required. Probationers are selected / referred for urine drug testing in a variety of manners. Most are enrolled in an automated randomized drug testing system that is maintained by the contracting vendor lab.

A. High risk individuals are enrolled in the system as Level 1. Level 1 requires them to call an IVR (Interactive Voice Response) system daily (Monday – Friday, excluding county holidays) to retrieve a message as to whether or not they are required to test that day. Persons on Level 1 are scheduled by the Contractor's computerized randomization program to report and provide a specimen, at a minimum, twelve times (or as designated) during the following year on a random basis. The IVR system records the date, time, and number from which they called. A file is retrieved each day and provided to CSCD with this information as well as those who failed to call the system for that day.

- 1. IVR call-in response (level 1) read in the nature of either of the following messages:
 - a. "No test today" (repeated).
 - b. "You must report for testing today or tomorrow before 6:30 pm at the Miller location, or today or tomorrow before 4:15 pm at the central bond unit location" (repeated).
- 2. Probationers are not required to call on weekends or holidays. Randomization actually only occurs Monday thru Thursday, with Friday being a "No Test" day because of the two-days to test rule and not being open on Saturdays, anyone selected on Friday would not be able to test on Saturday.
- 3. The call-center is open from midnight until 6:00 pm Monday Thursday, and Midnight until 4:15 pm on Fridays.
- 4. Under the current system, the probationer/defendant has to report to submit a specimen by the end of business the day following the notification (i.e., the probationer calls in on Monday and receives a notice to test, they must report by the close of business on Tuesday). This requirement may change to require him/her to report the same day. Vendor's system must be able to accommodate a requirement to report either the day of the message, or the day following the message.
- 5. Currently, CSCD also has a level 2 quarterly randomization whereby the officer is notified of the selection during the quarter. <u>This level is planned for elimination</u>.
- B. Some offenders are required to submit a specimen on a regular and consistent basis, i.e., weekly, 2 times per week, etc. These are referred to as "Scheduled UAs", and consists of about 200-300 individuals at any given time.
- C. Other individuals have schedules or other situations that preclude them in the regular randomized programs and are monitored / referred by their officer consistent with the requirements of the court and case management needs.
 - 1. Additionally, a few (8 to 10 at any given time) offenders have medical situations that preclude urine drug testing and are being tested with alternative methods.
- D. The proposal for the future system will be similar except that persons will be randomized for a specified number of tests per period as designated by their supervising officer. For example, instead of being randomized for once each month, the individual would be randomized to report 12 times a year (or as designated by the officer) thus taking out the probationer's ability to project "open periods" during which he/she would not be selected.
- E. Proposals should reflect the vendor's cost to operate the randomization system, specifically:
 - 1. Operation of the randomized tracking system.

2. Operation of the Offender Call-in System (IVR) with adequate lines so that no one is unable to make contact with the system to determine their testing status for that day.

VII. ELECTRONIC SUBMISSION OF RESULTS

A. At the current time, the results of all testing are faxed directly to the supervising officer's duty station, and electronically transmitted to the IS Group (Information Systems Group) for import in to the CSCD case management system (PIN). While the electronic transmission of the results is a requirement, we would like to work toward the elimination of the facsimile backup. CSCD is interested in improving the performance, reliability and robustness of this system. Vendor may propose utilization of some other means to transfer this information, including the use of different transfer methods and/or formats. However, CSCD may ultimately require the selected vendor to utilize all or portions of the existing system if a better mutually agreeable alternative cannot be found.

VIII AUTOMATED CHAIN-OF-CUSTODY AND REQUISITION SYSTEM

A. UA collections (requisitions) are tracked and Chain-of-Custody (COC) forms generated via a CSCD developed computer application referred to as RUDTP (Random Urine Drug Testing Program). This application is utilized by both CSCD and current vendor staff. This process minimizes the errors associated with handwritten COC processing. At the end of the day an electronic file of the daily activity (requisitions - See Layout 4 in Part 3 - File Layouts) is uploaded to a County-operated FTP server and subsequently downloaded by the vendor. Likewise, the results of that day's testing (See Layout 3 in Part 3 – File Layouts) are uploaded to the same FTP server by the vendor for download by CSCD. CSCD processes the daily result data to incorporate results into the automated case management system. CSCD cannot provide a demo application of the RUDTP with this RFP because it relies on the existence of several other CSCD applications and databases (i.e., it is not a stand-alone application program), but CSCD can provide a demonstration of the RUDTP application at the pre-proposal conference. CSCD is interested in improving the performance, reliability and robustness of this system. Vendor may propose utilization of some other means to transfer this information, including the use of different transfer methods and/or formats. However, CSCD may ultimately require the selected vendor to utilize all or portions of the existing system if a better mutually agreeable alternative cannot be found.

IX. FILE LAYOUTS:

CSCD is interested in improving the performance, reliability and robustness of the automated drug testing processes of the CSCD casemanagement system. {as outlined in previous section above and file layouts below}. Vendor may propose utilization of some other means to transfer this information, including the use of different transfer methods and/or formats. However, CSCD may ultimately require the selected vendor to utilize all or portions of the existing system if a better mutually agreeable alternative cannot be found.

Layout 1 - Daily Call-In Logs Results – from Vendor to CSCD

The current version of CSCD programs are written in Visual BASIC 6.0. CSCD plans to utilize the Microsoft Net Framework in the future and plans to upgrade / re-develop all current applications in VB.Net in the future.

This is a fixed format ASCII text file, named callog.txt that contains CID#, required to call?, log date, call start date, call start time, call end date, call end time, telephone number call originated from, and number called (IVR number). Sample contents follow:

```
111111Y2004041504/15/200401:27:0604/15/200401:27:3381722226516817288161041111Y2004041504/15/200412:06:1104/15/200412:06:568172227095817288161061111Y20040415/:/::71111Y2004041504/15/200410:03:2204/15/200410:04:168172222504817288161081111Y2004041504/15/200407:51:5104/15/200407:52:1181722295962817288161091111Y20040415/:/:
```

Layout 2 - Monthly Listing of Level 2's scheduled for testing that month – from Vendor to CSCD

Level 2 will be eliminated in the near future.

Layout 3 - Daily log of results from that day's testing – from Vendor to CSCD

This is a comma delimited ASCII text file, named results.txt that contains all the test results processed by the lab since the prior transmission. Because of the "width" of the sample data for this format, it has not been included. Sample data files will be distributed at the pre-proposal conference. The column definition for this file is as follows:

- 1. CSCD offender ID number BigInt
- 2. Offender Last Name Char(20)
- 3. Offender First and Middle Name Char(15)
- Currently assigned Community Supervision Officer (from NTE|CSO: field) Char(15)
- 5. Date / time specimen processed in Lab in MMDDYYYY HH:MMxM format SmallDateTime
- 6. Chart Number (unused) Char(10)
- 7. Specimen Number Char(7)
- 8. Room and Bed (unused) Char(10)
- 9. Age (unused) Char(2)
- 10. Age Unit (unused) Char(1)
- 11. Test Name (text description) Char(30)
- 12. Test Comments Char(210)
- 13. Test Result Char(10)
- 14. Test Result Comment Char(165)
- 15. Test Abnormal Flag Char(1)
- 16. Test Reference Ranges Char(30)
- 17. Batch Accession Number Char(9)

Data in this file is to be transmitted in a manner and sequence that will allow CSCD to electronically reproduce the "look and feel" of a printed lab report.

Layout 4 - Daily collection requisition file for that day's collections – from CSCD to Vendor

This is a formatted ASCII text file, named requisitions.txt that utilizes a modified (simplified) HL7 format. All record layouts are column delimited with | (vertical bar) characters.

PID records identify the probationer submitting the sample. One PID record is generated per specimen. PID records contain the following columns:

- 1. CSCD offender ID number
- 2. Last Name, First Name, Middle Name/Initial ^ delimited
- 3. Date of Birth in YYYYMMDD format
- 4. Sex
- 5. Unused
- 6. Unused
- 7. Unused
- 8. Social Security Number (when known)

NTE records contain one of several single-format formatted "comment" records. They are generally at least two NTE records per specimen (CSO: and LOC:) and there can be five or more when required.

- 1. CSO: columns contain the officer code for the current supervising Community Supervision Officer
- 2. LOC: columns contain the location code for the physical location the probationer reports to (not the collection location)
- 3. MO#: columns contain the money order which was submitted for payment for the UA collection
- 4. Unlabeled entries are general comments entered into the RUDTP comments field by the UA technician. Generally, this field is used to record each collection attempt that is made when there is a stall condition.
- 5. OBR records contain the test request(s). There will be one or mode OBR records per specimen. OBR records contain the following columns:
- 6. Specimen Number
- 7. Test Code
- 8. Specimen Collection Date formatted as YYYYMMDDHHMMSS
- 9. Account Code test is to be charged to
- 10. Unknown Always string literal of 'R'

Sample contents follow:

PID|123456|SMITH^LARRY^J|19730307|M|||888771234 NTE|ATTEMPTS@11:05AM NTE|CSO: H397 NTE|LOC: C200 NTE|MO#: 08-019608491

OBR | 156244T | 5004 | 20040415110500 | 1928 | R PID|234567|CARTER^EDWARD^W|19810713|M|||888771234 NTE|CSO: W302 NTE|LOC: C200 OBR | 156240T | 665 | 20040415114500 | 1928 | R OBR | 156240T | 5004 | 20040415114500 | 1928 | R PID|345678|JOHNSON^TRUDY^|19620307|F|||888771234 NTE|CSO: H466 NTE | LOC: NE OBR|161402T|665|20040415114100|1928|R OBR | 161402T | 5004 | 20040415114100 | 1928 | R PID | 456789 | BROWN^SHELBY^ | 19551201 | M | | | 888771234 NTE|CSO: S226 NTE | LOC: MLR OBR|160857T|665|20040415114900|1929|R OBR|160857T|5004|20040415114900|1929|R PID|567890|COFFMAN^JOSHUA^S|19730220|M|||888771234 NTE|CSO: P749 NTE|LOC: C200 NTE | MO#: 2001969918 OBR | 156239T | 5004 | 20040415115500 | 1928 | R PID|678901|WESSON^RODNEY^L|19480320|M|||888771234 NTE|CSO: P569 NTE|LOC: C200 OBR | 156238T | 665 | 20040415115600 | 1928 | R OBR|156238T|5004|20040415115600|1928|R PID|789012|JONES^KENYON^D|19791216|M|||888771234 NTE|CSO: S226 NTE | LOC: MLR OBR | 160855T | 665 | 20040415115700 | 1929 | R OBR | 160855T | 5004 | 20040415115700 | 1929 | R PID|890123|CUMMINGS^BOBBIE^J|19771018|F|||888771234 NTEICSO: G747 NTE | LOC: MLR NTE | MO#: 08-019531078 OBR | 160847T | 5004 | 20040415115700 | 1929 | R PID|112345|SAMPSON^GREGORY^P|19621128|M|||888771234 NTE|CSO: K500 NTE|LOC: NE NTE | MO#: 06-581482103 OBR | 156237T | 5004 | 20040415120900 | 1928 |

X. SECTION 1- VENDOR SUPPLIES STAFFING, COLLECTION AND PRE-SCREENING

- A. In this section Vendor supplies Collection/Testing Staff with approximately 95% of the urine specimens pre-screened by the collectors and only specified positive specimens submitted to the laboratory for screening/confirmation.
- B. Vendor will submit a bid for providing adequate staffing (collection technicians) for the forensic (direct observation) collection of specimens (urine, hair, etc.) and performing pre-screening urine testing as a standard on all collections unless indicated otherwise. Collections will occur at the following locations:
 - 1. Central Lab location (Male and Female collections 200 W. Belknap, FW 76196-0255)
 - 2. Miller Complex location (Male and Female collections, 3210 Miller, FW 76119)

- 3. <u>Male</u> collections at various other CSCD locations throughout the county on a rotational basis (*schedule to be mutually developed*).
- C. Describe staffing, scheduling and cost for the following options:
 - 1. Option A: Monday through Friday
 - 2. Option B: Monday through Saturday
 - 3. Option C: Monday through Friday with random Saturdays (such as one time per month)
 - 4. Provide proposed number of hours and hourly rate for each option on the Proposed Pricing Form located on page 44. Vendor may also include additional information on separate pages.
- D. Pre-Screening Device(s)
 - 1. Provide cost for Urine Pre-Screen device(s) on the Proposed Pricing Form located on page 45. Vendor may recommend alternative devices not listed.
 - 2. If recommending alternative devices provide a complete description and justification for usage.
 - Cost per item cannot exceed the State of Texas contract rate. Contract is available at the following website location: <u>http://www.window.state.tx.us/procurement/cat_page/cat_193_a2_0707.html</u>
- E. Laboratory Testing
 - 1. Provide cost for laboratory testing on the Proposal Pricing Form located on pages 42-43.
 - 2. Vendor may submit additional pricing for other recommended test on separate pages.

XI. <u>SECTION 2 - VENDOR SUPPLIES STAFFING, COLLECTION AND OCCASIONAL</u> <u>ONSITE PRE-SCREENING</u>

- A. This section alters Section 1 to modify the "prescreening" requirement to an "occasional basis – 95% submitted to the laboratory for testing / Confirmation and 5% pre-screened on site (i.e., operation substantially consistent with current procedures).
- B. Provide cost for laboratory testing on the Proposal Pricing Form located on pages 46-47
- C. Provide proposed number of hours and hourly rate for each option on the Proposed Pricing Form located on page 48.

XII. <u>SECTION 3 – HAIR TESTING</u>

A. While urine drug testing will remain the primary testing methodology for Tarrant County CSCD, we intend to utilize hair testing as secondary method for select conditions. At this point there is no volume determined or estimated.

B. Provide pricing on Proposed Pricing Sheet located on page 49. Include on separate pages with proposed procedures and recommendations.

XIII. SECTION 4 – ORAL FLUID TESTING

- A. CSCD has a very small number of persons with extreme medical conditions (such as dialysis) where neither urine or hair testing is a viable alternative.
- B. Provide pricing on Proposed Pricing Sheet located on page 50. Include on separate pages with proposed procedures and recommendations.

XIV. SECTION 5 - DRUG COURT

- A. Vendor will submit a bid for providing adequate staffing (collection technicians) for the forensic (direct observation) collection of specimens with preparation and submission of specimens for laboratory testing (95%) with occasional onsite prescreening (5%), and vendor supplied tracking system with on-line access. Collections will occur at 300 W. Belknap, FW 76196-0255 (or any designated location) with provisions for the following:
 - 1. Male collections only
 - 2. Male and female collections.
- B. The current contract includes one full-time male collector, 300 W. Belknap, 4th Floor, Fort Worth, TX at a cost of \$11.50 payable to the vendor at the time of the collection.
- C. The program is an allied program of the courts and CSCD with its own case management system. Therefore, randomization, notification, and tracking are accomplished independent of the CSCD. Currently, the program uses the Norchem Sentry program for tacking, randomization, and results.
- D. NOTE: All locations/address subject to change. Periodically, a unit/program may be relocated to another office or another building as provided by the County.
- E. Provide pricing on Proposed Pricing Sheet located on pages 51-52. On separate pages describe proposed staffing and scheduling plan.

XV. SECTION 6 - REQUESTS FOR ADDITIONAL TESTING

- A. In addition to the standard panels listed on proposal price sheets, the vendor must be able to provide testing for additional drugs listed below. The cost of these tests shall be a flat fee in addition to any standard panel initially requested.
 - 1. Alcohol
 - 2. Alcohol EtG
 - 3. Amphetamine/Methamphetamine
 - 4. D vs L Isomer
 - 5. Anabolic Steroids
 - 6. Barbiturates

- 7. Benzodiazepine
- 8. Buprenorphine
- 9. Cocaine
- 10. Gammahydroxybutyrate (GHB)
- 11. Hydrocodone
- 12. LSD
- 13. MDMA (Ecstasy)
- 14. Methadone
- 15. Opiates
- 16. Fentanyl (opiate family)
- 17. Oxycodone
- 18. Phencyclidine (PCP)
- 19. THC (Cannabinoids)
- B. Other tests may be required on occasion. Vendors are encouraged to suggested additional tests based on their experience in other areas of new technology.
- C. Provide pricing on Proposed Pricing Sheet located on pages 53-54.

XVI. REQUIRED SERVICES

- A. Submit a bid with an option for contractor provided UA collection staff. The staffing pattern is the contractor's option as long as it is sufficient to adequately handle the volume of traffic, including arrangements for backup coverage for court testimony, vacation, sick, etc.
- B. Submit a bid that includes contractor operated randomization system as described in this RFP.
- C. Submit a bid that includes contractor operated IVR call-in system.
- D. Submit a bid that includes contractor submission of results in electronic format as described in this RFP within 48 hours of collection.
- E. Contractor is responsible for retrieving and transporting all specimens collected for laboratory testing from all locations daily (collection sites), within 48 hours in remote locations.
- F. All specimens, sent for confirmation, must be tested for adulteration, dilution, and/or substitution. Vendor must include a statement advising of all methods of detecting these conditions.
- G. Contractor must agree to appear and testify in court when requested at no additional cost to CSCD. Vendor may seek reimbursement for expenses through the State of Texas by filing a witness fee claim form.

http://www.window.state.tx.us/taxinfo/taxforms/73-317.pdf http://www.cpa.state.tx.us/taxinfo/taxforms/96-762.pdf

H. Credit Payments for testing: Vendors may factor in the expected cost of using credit card collections in to the bid proposal.

- I. Reports on positive THC must include the level, creatinine level and ratio.
- J. Required Reports: All reports are expected to be provided in electronic format to include fax, Excel, and ASCII text file formats for automated exchange with the Department's case management system.
 - 1. Financial Monthly Billing Invoice (in Excel) Listing of all tests with the following information: Probationer, CID#, Date, Chain-Of-Custody #, Test Panel Code, Charge, Paid by Probationer, Due from CSCD.
 - 2. Statistical Reports to include the following information:
 - a. Number of Specimens collected and error rates (on collections, vendor and CSCD).
 - b. Number of specimens that were dilute, adulterated, and/or positive (by drug class).
 - c. Comparisons between collections and results reports.
 - d. Comparison between screens and confirmations.
 - e. Report of Results with Multiple Positives
 - 3. Access to Lab Data: Automated Search/Lookup of Results (missing or suspected missing reports).
 - 4. RUDTP Logs (Formatted ASCII Text Files):
 - a. Daily Call-In Logs Results (level 1's who did and did not call-in that day, and whether they were scheduled to report that day). (Failure to Call Log FTC.) See Layout 1 in Part 3 File Layouts
 - b. Daily log of results from that day's testing (Monday Friday). See Layout 3 in Part 3 File Layouts.
 - c. Daily log of persons not submitting a test as scheduled (Monday Friday). (Failure to Submit Log FTS.)
 - d. Weekly list of current active enrollments.
- K. Implementation Plan: Proposals must include a time-line and implementation plan for initiating the requirements of this bid in the event the proposal is accepted.
- L. Proposal must include documentation of all forensic and professional licensures and certifications.
- N. Vendor must specify the proposed methodology for laboratory screening. Laboratory confirmation must be accomplished by GCMS or LCMSMS. Vendor must specify which method they will utilize.
- O. All Third-party providers must be identified to and approved by CSCD.

XVII. EVALUATION FACTORS

The objective of the CSCD is to enter into a contract with the Vendor that proposes the best services at the best price. An evaluation process utilizing a numeric score will be used to review the proposals. The review process may include an opportunity for a brief oral presentation by the proposer(s) before the Tarrant County CSCD Review Committee. The evaluation factors and point values are as follows:

Does the vendor have the applicable and appropriate credentials, licenses and certifications to provide the services required in the RFP.

Yes No____

If yes, proposal will be reviewed and scored.

If no, proposal will not be reviewed or scored because without the applicable and appropriate credentials, licenses and certifications the vendor will not be able to provide the services requested by this RFP.

FAC	OR			<u>SCORE</u>
1.	The thoroughness of the proposal and the extent to which the content of the proposal addresses the elements of the required services, as detailed in this RFP.			
	a. b. c. d.	Collection protocols Laboratory Testing Chain of Custody/Tracking capabilities Automated processes/record reporting	20 pts 20 pts 10 pts 10 pts	0 – 60
2.	. Previous contractor experience and quality of performance based on information from references provided.			0 – 15
3.	Cos	t (s) for services		0 – 25
		TOTAL POSS	IBLE POINTS	100

XVIII. RIGHTS OF THE COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

- A. The CSCD reserves the right to waive, change, add, or delete any terms or conditions of this RFP. The CSCD reserves the right to reject any or all proposals or portions of proposals submitted in response to this RFP. All proposals become the property of the CSCD. The CSCD reserves the right to use, for its benefit, ideas contained in the proposals submitted. The CSCD is not liable for any costs or any damages that may be incurred by a Vendor(s) of prospective Vendor(s) in the preparation, formulation, or presentation of a proposal. In case of ambiguity, disagreement or lack of clarity concerning the terms or conditions of this RFP, the CSCD may adopt such interpretations as may be most advantageous to the CSCD. The CSCD may, at its discretion, request Vendor(s) to make an oral presentation to CSCD and/or its designee(s) in support of their proposals. Upon review of proposals received, CSCD may select the proposal which in its judgment is most advantageous to the CSCD and thereupon select the Vendor with whom to negotiate a contract. Such determination shall be solely at the discretion of the CSCD.
- B. CSCD's consideration and/or receipt of any proposal(s) submitted in response to any RFP shall not preclude CSCD's exercising its option(s) to renew any existing agreement(s).
- C. CSCD reserves the right, at its sole discretion, to make awards to and enter into agreements with more than one Vendor for the provision of services indicated in this RFP.

D. All representations made by the CSCD are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the Community Justice Assistance Division, or the CSCD.

XIX. STANDARDS FOR SERVICE -- REQUIRED SERVICES

A. Vendor's response to this RFP must address all "Required Services" included in this RFP. Responses to all costs should be submitted on the forms provided. Vendors may attach additional documentation, justification, or other information.



TARRANT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

<u>Historically underutilized businesses (HUBs)</u>, also know as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

<u>Certified HUBs</u> includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

<u>Businesses</u> include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

<u>Statutory bid limit</u> refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$25,000.

III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County may recognize other agencies' certification processes recognized by the State of Texas. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
 - 1. Target goals should consider:
 - the availability of HUB firms within the specific category of goods or services to be procured; and
 - the diversity of the county's population.
 - 2. The goals should be reviewed and amended periodically.
 - 3. The program may apply to all County procurements including construction and professional services.
 - 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
 - 5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - 1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - 2. Continuing to seek new communication links with HUB vendors, professionals and contactors to involve them in the procurement process.
 - 3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
 - 4. Continuing to provide copies of bid specifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - 1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - 2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - 4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
 - 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
 - 5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

510 Historically Underutilized Businesses Policy

Adopted: Court Order 64788 (December 17, 1990) Amended: Court Order 69958 (December 7, 1993) Amended: Court Order 99651 (December 28, 2006)

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Tarrant County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Building and Procurement Commi	ission	North Central Texas				
Statewide HUB Program		Regional Certification Agency				
1711 Jacinto Blvd.		624 Six Flags Drive, Suite 216				
PO Box 13047	OR	Arlington, TX 76011				
Austin, TX 78711-3047		(817) 640-0606				
(512) 463-5872						

If your company is already certified, attach a copy of your certification to this form and return with proposal.

COMPANY NAME:	
REPRESENTATIVE:	
ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE NO	_ FAX NO

Indicate all that apply:

Minority-Owned Business Enterprise Women-Owned Business Enterprise Disadvantaged Business Enterprise

VENDOR REFERENCES

Please list three (3) references, **other than CSCD** or **Tarrant County**, who can verify your performance as a vendor. Performance includes but shall not be limited to, sales and/or services, delivery, invoicing, and other items as may be required for Tarrant County to determine your firm's ability to provide the intended goods or service of this RFP. The County prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this RFP. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your proposal.

	REFERENCE ONE	
GOVERNMENT/COMPANY NAME:		
CONTRACT PERIOD:		
	REFERENCE TWO	
GOVERNMENT/COMPANY NAME:		,
ADDRESS:		
CONTACT PERSON AND TITLE:		
TELEPHONE NUMBER:		
E-MAIL ADDRESS:		
SCOPE OF WORK:		

CONTRACT PERIOD:

REFERENCE THREE

GOVERNMENT/COMPANY NAME:	
ADDRESS:	
CONTACT PERSON AND TITLE:	
TELEPHONE NUMBER:	
E-MAIL ADDRESS:	
SCOPE OF WORK:	
CONTRACT PERIOD:	

THE ORIGINAL AND SIX (6) COPIES OF THIS FORM MUST BE RETURNED WITH PROPOSAL!

PROPOSAL SIGNATURE FORM

The undersigned agrees this proposal becomes the property of CSCD and Tarrant County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be one hundred eighty (180) calendar days unless a different period is noted by the bidder.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Bidder, nor any employee of CSCD or Tarrant County, and that the contents of this proposal have not been communicated to any other bidder or to any employee of CSCD or Tarrant County prior to the official opening of this proposal.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 <u>et seq.</u>, and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, <u>et seq</u>.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package.

NAME AND ADDRESS OF COMPANY:

AUTHORIZED REPRESENTATIVE:

	Signature	 	
Tel. No			
E-Mail Address:			
AFTER HOURS EMERGENCY CONTACT:			
Name:	Tel. No	 	
COMPANY IS:			
Business included in a Corporate Income Tax Return?		 _YES	NO
Corporation organized & existing under the laws o	f the State of _		
Partnership consisting of		 	
Individual trading as		 	
Principal offices are in the city of		 	
THE ORIGINAL AND SIX (6) COPIES OF THIS FORM	MUST BE RETU	TH PROPOS	SAL!

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CERTIFICATION OF ELIGIBILITY (This provision applies if the anticipated contract exceeds \$25,000)

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Authorized Signature

THE ORIGINAL AND SIX (6) COPIES OF THIS FORM MUST BE RETURNED WITH PROPOSAL!

DEFICIENCIES AND DEVIATIONS FORM

Following is a list of ALL deficiencies and deviations from the requirements and/or provisions as outlined in this Request for Proposal. Unless specifically listed here, your proposal will be considered to be in FULL compliance with the RFP. Proposer assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of the RFP stipulated must be fulfilled at no additional expense.

·	 	

THE ORIGINAL AND SIX (6) COPIES OF THIS FORM MUST BE RETURNED WITH PROPOSAL!

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BID PROPOSAL

Section 1 - Vendor Supplies Staffing, Collection and Pre-Screen Cost for Laboratory Testing

		Description		Pre	e-Screen Only	(95%)		No Pre-Scree Collections (
Item				Est.	Unit	Extended	Est.	Unit	Extended
No.	Panel	Drugs To Be Tested	Action	Qty.	Cost	Cost	Qty.	Cost	Cost
1.	13-Panel	Alchol/Amphetamine/Methamphetamine/ Benzodiazepine/Barbiturates/Cocaine/ MDMA/Methodone/Methaqualone/Opiates/ PCP/Propoxyphene/THC	Screen with Automatic Confirmation	0 - 1,400	\$	\$	0 - 400	\$	\$
2.	same	same	Screen Only	0 - 1,400	\$	\$	0 - 400	\$	\$
3.	same	same	Confirm	0 - 1,400	\$	\$	0 - 400	\$	\$
4.	8-Panel	Amphetamine/Methamphetamine/ Benzodiazepine/Cocaine/MDMA/ Methadone/Opiates/THC	Screen with Automatic Confirmation	0 - 1,400	\$	\$	0 - 400	\$	\$
5.	same	same	Screen Only	0 - 1,400	\$	\$	0 - 400	\$	\$
6.	same	same	Confirm	0 - 1,400	\$	\$	0 - 400	\$	\$
7.	9-Panel	Alchol/Amphetamine/Methamphetamine/ Benzodiazepine/Cocaine/MDMA/ Methadone/Opiates/THC	Screen with Automatic Confirmation	0 - 1,400	\$	\$	0 - 400	\$	_\$
8.	same	same	Screen Only	0 - 1,400	\$	\$	0 - 400	\$	\$
9.	same	same	Confirm	0 - 1,400	\$	\$	0 - 400	\$	\$

BID PROPOSAL

Section 1 - Vendor Supplies Staffing, Collection and Pre-Screen Cost for Laboratory Testing

		Description		Pr	e-Screen Only	v (95%)		No Pre-Scre Collections	
Item				Est.	Unit	Extended	Est.	Unit	Extended
No.	Panel	Drugs To Be Tested	Action	Qty.	Cost	Cost	Qty.	Cost	Cost
10.	6-Panel	Amphetamine/Methamphetamine/ Benzodiazepine/Cocaine/Opiates/THC	Screen with Automatic Confirmation	0 - 1,400	\$	_\$	0 - 400	\$	_\$
11.	same	same	Screen Only	0 - 1,400	\$	\$	0 - 400	\$	\$
12.	same	same	Confirm	0 - 1,400	\$	\$	0 - 400	\$	\$
13.	n/a	Etg Only	Screen with Automatic Confirmation	n/a	n/a	n/a	0 - 40	\$	\$
		TOTAL EXTENDED	PRICE	\$_			\$		

BID PROPOSAL

Section 1 - Vendor Supplies Staffing, Collection and Pre-Screening Staffing Hourly Rate

ltem No.	Description	Number of Staff	Number of Hours Required	Hourly Rate	Total Extension
1.	Option A Staff Office Monday - Friday			\$	\$
2.	Option B Staff Office Monday - Saturday			\$	\$
3.	Option C Staff Office Monday - Friday with random Saturdays			\$	\$

BID PROPOSAL

Option 1b	- Pre-	Screening	Devices
------------------	--------	-----------	---------

		Description Pre-Screen Only (Urine Pre-Screen Device)												
Item No.		Drugs To Be Tested	Cassette	Cost (Per UA)	Extended Cost		Cost (Per UA)	Extended Cost		Cost (Per UA)	Extended Cost	Other	Cost (Per UA)	Extended Cost
1.	13-Panel	Alcohol/Amphetamine/ Methamphetamine/ Benzodiazepine/Barbiturates/ Cocaine/MDMA/Methadone/ Methaqualone/Opiates/PCP/ Propoxyphene/THC	0 - 8,000	\$	\$	_ 0 - 8,000	\$	\$	_ 0 - 8,000	\$	\$	0 - 8,000	\$	\$
2.		Amphetamine/Methamphetamine/ Methamphetamine/ Benzodiazepine/Cocaine/ MDMA/Methadone/Opiates/THC	0 - 8,000	\$	\$	_ 0 - 8,000	\$	\$	_0 - 8,000	\$	\$	0 - 8,000	\$	\$
3.		Methamphetamine/ Benzodiazepine/Cocaine/ Opiates/THC	0 - 8,000	\$	\$	_ 0 - 8,000	\$	\$	_0 - 8,000	\$	\$	0 - 8,000	\$	\$
4.		NDOR RECOMMENDATION		\$	\$	-	\$	\$	-	\$	\$		\$	\$
5.				\$	\$	-	\$	_\$	-	\$	_\$		\$	\$
				COST PE	R ITEM CAN	NOT EXC	EED THE S	TATE CON	FRACT RA	TE				

BID PROPOSAL

Section 2 - Vendor Supplies Staffing, Collection and Occasional Onsite Pre-Screen Testing Laboratory Testing Only

		Description		Pre-S	creen Positives	: Only (5%)		No Pre-Scree Collections (9		
Item		Description		Est.	Unit	Extended	Est	Est. Unit Extend		
No.	Panel	Drugs To Be Tested	Action	Qty.	Cost	Cost	Qty.	Cost	Cost	
		Alchol/Amphetamine/Methamphetamine/ Benzodiazepine/Barbiturates/Cocaine/ MDMA/Methodone/Methaqualone/Opiates/ PCP/Propoxyphene/THC	Screen with Automatic Confirmation		·	_\$				
2.	same	same	Screen Only	0 - 400	\$	\$	0 - 7,600	\$	\$	
3.	same	same	Confirm	0 - 400	\$	\$	0 - 7,600	\$	\$	
4.	8-Panel	Amphetamine/Methamphetamine/ Benzodiazepine/Cocaine/MDMA/ Methadone/Opiates/THC	Screen with Automatic Confirmation	0 - 400	\$	\$	_ 0 - 7,600	\$	_\$	
5.	same	same	Screen Only	0 - 400	\$	\$	0 - 7,600	\$	\$	
6.	same	same	Confirm	0 - 400	\$	\$	0 - 7,600	\$	\$	
7.	9-Panel	Alchol/Amphetamine/Methamphetamine/ Benzodiazepine/Cocaine/MDMA/ Methadone/Opiates/THC	Screen with Automatic Confirmation	0 - 400	\$	_\$	_ 0 - 7,600	\$	_\$	
8.	same	same	Screen Only	0 - 400	\$	\$	0 - 7,600	\$	\$	
9.	same	same	Confirm	0 - 400	\$	\$	0 - 7,600	\$	\$	

BID PROPOSAL

Section 2 - Vendor Supplies Staffing, Collection and Occasional Onsite Pre-Screen Testing Laboratory Testing Only

Description			Pre-Screen Positives Only (5%)		No Pre-Screen All Collections (95%)				
ltem No.	Donal		Action	Est.	Unit	Extended Cost	Est.	Unit	Extended
INO.	Panel	Drugs To Be Tested	Action	Qty.	Cost	Cost	Qty.	Cost	Cost
10.	6-Panel	Amphetamine/Methamphetamine/ Benzodiazepine/Cocaine/Opiates/THC	Screen with Automatic Confirmation	0 - 400	\$	_\$	_ 0 - 7,600	\$	_\$
11.	same	same	Screen Only	0 - 400	\$	\$	0 - 7,600	\$	\$
12.	same	same	Confirm	0 - 400	\$	\$	0 - 7,600	\$	\$
13.	n/a	Etg Only	Screen with Automatic Confirmation	n/a	n/a	n/a	0 - 40	\$	_\$
		TOTAL EXTENDED	PRICE	\$_			\$ <u>_</u>		

BID PROPOSAL

Section 2 - Vendor Supplies Staffing, Collection And Occasional OnSite Pre-Screen Testing Staffing Hourly Rate

ltem No.	Description	Number of Staff	Number of Hours Required	Hourly Rate	Total Extension
1.	Option A Staff Office Monday - Friday			\$	\$
2.	Option B Staff Office Monday - Saturday			\$	\$
3.	Option C Staff Office Monday - Friday with random Saturdays			\$	\$

BID PROPOSAL

Section 3 - Hair Testing

ltem No.	Description	Est. Qty.	Unit Cost	Extended Cost
1.	Hair Testing (Vendor collects sample)	0 - 100	\$	_ \$
2.	Hair Testing (CSCD collects sample)	0 - 100	\$	_ \$

BID PROPOSAL

Section 4 - Oral Fluid Testing

ltem No.	Panel	Description	Action	Est. Qty.	Unit Cost	Extended Cost
1.	6-Panel	Amph/Meth/Ben/Coc/Op/THC (50) Oral Fluid Drug Screen (Sample collected by vendor)	Screen Only	0 - 50	\$	\$
2.	Same	Same	Confirm	0 - 25	\$	\$
		Current cost with office	r collectior	n is \$14.0	0 per unit.	

BID PROPOSAL

Section 5 - Drug Court (Cost of Laboratory Testing)

Description			Pre-Screen Positives Only (5%)			No Pre-Screen All Collections (95%)			
Item	Item			Est. Unit Extended			Est. Unit Extended		
No.	Panel	Drugs To Be Tested	Qty.	Cost	Cost	Qty.	Cost	Cost	
1.	9-Panel	Alchol/Amph/Meth/ Barb/	0 - 850	\$		0 - 850	\$	\$	
1.		Benz/Cocaine/Opiates/ PCP/THC	0 - 000	Ψ	_	0 = 000	Ψ	_	
2.	9-Panel	Alchol(EtG)/Amph/Meth/ Barb/Benz/Cocaine/ Opiates/PCP/THC	0 - 850	\$	\$	0 - 850	\$	\$	
3.	12-Panel	Alchol/Amph/Meth/Barb/ Benz/Buprenorphine/ Cocaine/MDMA/ Methadone/Opiates/ PCP/THC	0 - 850	\$	\$	0 - 850	\$	\$	
4.		EtG Only	0 - 850	\$		0 - 850	\$	\$	
	Current Cost: \$11.50 (includes collector) screen with automatic confirmation								

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BID PROPOSAL

Section 5 - Drug Court (Staffing Hourly Rate)

ltem No.	Description	Number of Staff	Number of Hours Required	Hourly Rate	Total Extension
1.	Option A Staff Office Monday - Friday		5	β	\$
2.	Option B Staff Office Monday - Saturday		5	β	\$
3.	Option C Staff Office Monday - Friday with random Saturdays		5	§\$	\$

BID PROPOSAL

ltem No.	Description	Est. Qty.	Unit Cost	Extended Cost
1.	Alcohol	0 - 1	\$	\$
2.	Alcohol - EtG	0 - 1	\$	\$
3.	Amphetamine/Methamphetamine	0 - 1	\$	\$
4.	D vs L Isomer	0 - 1	\$	\$
5.	Anabolic Steriods	0 - 1	\$	\$
6.	Barbiturates	0 - 1	\$	\$
7.	Benzodiazepine	0 - 1	\$	\$
8.	Buprenorphine	0 - 1	\$	\$
9.	Cocaine	0 - 1	\$	\$
10.	Gammahydroxybutyrate (GHB)	0 - 1	\$	\$
11.	Hydrocodone	0 - 1	\$	\$
12.	LSD	0 - 1	\$	\$
13.	MDMA (Ecstasy)	0 - 1	\$	\$
14.	Methadone	0 - 1	\$	\$

BID PROPOSAL

Description	Est. Qty.	Unit Cost	Extended Cost
Opiates	0 - 1	\$	\$
Fentanyl (opiate family)	0 - 1	\$	\$
Oxycodone	0 - 1	\$	_ \$
Phencyclidine (PCP)	0 - 1	\$	_ \$
THC (Cannabinoids	0 - 1	\$	_ \$
	Opiates Fentanyl (opiate family) Oxycodone Phencyclidine (PCP)	DescriptionQty.Opiates0 - 1Fentanyl (opiate family)0 - 1Oxycodone0 - 1Phencyclidine (PCP)0 - 1	DescriptionQty.CostOpiates0 - 1\$Fentanyl (opiate family)0 - 1\$Oxycodone0 - 1\$Phencyclidine (PCP)0 - 1\$

Vendors are encouraged to suggest additional tests and provide pricing.

ATTACHMENT "A" CCH AUTHORIZATION FORM

TARRANT COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

COMPUTERIZED CRIMINAL HISTORY AUTHORIZATION FORM (VENDOR)

I, ________ do hereby authorize and declare that I voluntarily agree to allow the Tarrant County Community Supervision and Corrections Department to conduct a search of criminal record data bases operated by Tarrant County, the Texas Department of Public Safety, the Federal Bureau of Investigation, and all state agencies participating in the FBI's automated criminal history data base system (NCIC III). I also authorize the search of driving history and warrant record data bases under the control of these agencies. I authorize the Tarrant County Community Supervision and Corrections Department and its designated Terminal Operator to release to the Requestor all information obtained in said CCH, driving history, and warrant record searches. I also authorize any other authorized agency to perform the CCH function of this search should the Tarrant County Community Supervision and Corrections Department be unable to access such data (equipment failure, etc.)

I hereby release from any claim of liability of any type, the Tarrant County Community Supervision and Corrections Department, the Texas Department of Public Safety, the Federal Bureau of Investigation, and other agencies involved with the CCH search.

I acknowledge that I may challenge data obtained in said CCH search per federal and state protocols.

		/
Vendor Employee (printed name)	Vendor Employee (signature)	Date
Michelle A. Keim, CSCD Staff		/
Requestor (printed name)	Requestor (signature)	Date
PE	RSONAL DATA	
Full name (last, first, middle):		
Former Names :		
Driver's license number/State:	/	
Social Security Number:		
Agency:		