

## Solicitation 05231-12

### Services: Offender Specimen Collection & Drug Testing



Collin County

## Bid 05231-12

### Services: Offender Specimen Collection & Drug Testing

Bid Number	05231-12
Bid Title	Services: Offender Specimen Collection & Drug Testing
Bid Start Date	In Held
Bid End Date	Jun 28, 2012 2:00:00 PM CDT
Question & Answer End Date	Jun 22, 2012 5:00:00 PM CDT
Bid Contact	Sara Hoglund CPPB Contract Administrator Purchasing Department 972-548-4104 shoglund@co.collin.tx.us
Contract Duration	1 year
Contract Renewal	2 annual renewals
Prices Good for	90 days
Standard Disclaimer	<p>***Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).***</p> <p>Mailing Address: Collin County Purchasing 2300 Bloomdale Rd., Ste 3160 McKinney, TX 75071</p> <p>Prices bid/proposed shall only be considered if they are provided in the appropriate space (s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.</p> <p>All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.</p>
Bid Comments	Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare an RFP response for the testing of urine specimens for the presence of detectable drugs. Specimens shall be screened by immunoassay and confirmed by LC/MS/MS and/or GC/MS . Panels shall include those listed on the bid form (Bid Sync) and any additional panels that vendor may wish to suggest. Bid shall include pricing for (1) screening only, (2) confirmation after screening, and (3) screening with automatic confirmation of positives. Additional pricing shall be bid for drugs not included in the standard panel, i.e., ecstasy, steroids, etc.

#### Item Response Form

Item	05231-12--01-01 - 13 Panel Test : Screen and (Automatic) Confirm
Lot Description	Alcohol/Amphetamine/Methamphetamine/Benzodiazepine/Barbiturtes/Cocaine/ MDMA/Methodone/Mehaqualone/Opiates/PCP/ Propoxyphene/THC
Quantity	1 each
Unit Price	

Delivery Location

  
**Collin County**Collin County- See P.O.

See P.O. for Delivery Location

2300 Bloomdale Rd.

Ste. 3160

McKinney TX 75071

**Qty 1****Description**

Screen and (Automatic) Confirm

Item

**05231-12--01-02 - 13 Panel Test : Screen Only**

Lot Description

**Alcohol/Amphetamine/Methamphetamine/Benzodiazepine/Barbiturtes/Cocaine/MDMA/Methodone/Mehaqualone/Opiates/PCP/ Propoxyphene/THC**

Quantity

**1 each**

Unit Price

Delivery Location

**Collin County**Collin County- See P.O.

See P.O. for Delivery Location

2300 Bloomdale Rd.

Ste. 3160

McKinney TX 75071

**Qty 1****Description**

Screen Only

Item

**05231-12--01-03 - 13 Panel Test : Confirm**

Lot Description

**Alcohol/Amphetamine/Methamphetamine/Benzodiazepine/Barbiturtes/Cocaine/MDMA/Methodone/Mehaqualone/Opiates/PCP/ Propoxyphene/THC**

Quantity

**1 each**

Unit Price

Delivery Location

**Collin County**Collin County- See P.O.

See P.O. for Delivery Location

2300 Bloomdale Rd.

Ste. 3160

McKinney TX 75071

**Qty 1****Description**

Confirm

Item

**05231-12--02-01 - 5 Panel: Screen and Confirm**

Lot Description

**Amphetamine-Methamphetamine/Cocaine/Opiates/ Benzodiazpine/THC**

Quantity

**1 each**

Unit Price

Delivery Location

**Collin County**Collin County- See P.O.

See P.O. for Delivery Location

2300 Bloomdale Rd.

Ste. 3160

McKinney TX 75071

**Qty 1****Description**

Screen and Confirm

Amphetamine-Methamphetamine/Cocaine/Opiates/Benzodiazpine/Opiates/THC

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Item **05231-12--02-02 - 5 Panel: Screen Only**  
 Lot Description **Amphetamine-Methamphetamine/Cocaine/Opiates/ Benzodiazpine/THC**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **Collin County**  
Collin County- See P.O.  
 See P.O. for Delivery Location  
 2300 Bloomdale Rd.  
 Ste. 3160  
 McKinney TX 75071  
**Qty 1**

**Description**  
 Screen  
 Amphetamine-Methamphetamine/Cocaine/Opiates/Benzodiazpine/THC

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Item **05231-12--02-03 - 5 Panel: Confirm**  
 Lot Description **Amphetamine-Methamphetamine/Cocaine/Opiates/ Benzodiazpine/THC**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **Collin County**  
Collin County- See P.O.  
 See P.O. for Delivery Location  
 2300 Bloomdale Rd.  
 Ste. 3160  
 McKinney TX 75071  
**Qty 1**

**Description**  
 Confirm  
 Amphetamine-Methamphetamine/Cocaine/Opiates/Benzodiazpine/THC

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Item **05231-12--03-01 - 6-Panel: Screen and Confirm**  
 Lot Description **Alcohol/Amphetamine/Cocaine/Opiates/THC/Benzodiazepine**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **Collin County**  
Collin County- See P.O.  
 See P.O. for Delivery Location  
 2300 Bloomdale Rd.  
 Ste. 3160  
 McKinney TX 75071  
**Qty 1**

**Description**  
 Screen and Confirm

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Item **05231-12--03-02 - 6-Panel: Screen Only**  
 Lot Description **Alcohol/Amphetamine/Cocaine/Opiates/THC/Benzodiazepine**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **Collin County**

Collin County- See P.O.  
 See P.O. for Delivery Location  
 2300 Bloomdale Rd.  
 Ste. 3160  
 McKinney TX 75071  
**Qty 1**

**Description**  
 Screen Only

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Item **05231-12--03-03 - 6-Panel: Confirm**  
 Lot Description **Alcohol/Amphetamine/Cocaine/Opiates/THC/Benzodiazepine**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **Collin County**  
Collin County- See P.O.  
 See P.O. for Delivery Location  
 2300 Bloomdale Rd.  
 Ste. 3160  
 McKinney TX 75071  
**Qty 1**

**Description**  
 Confirm

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Item **05231-12--04-01 - 7-Panel: Screen and Confirm**  
 Lot Description **Alcohol/Amphetamine/Methamphetamine/Cocaine/Benzodiazepene/Opiates/THC**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **Collin County**  
Collin County- See P.O.  
 See P.O. for Delivery Location  
 2300 Bloomdale Rd.  
 Ste. 3160  
 McKinney TX 75071  
**Qty 1**

**Description**  
 Screen and Confirm

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Item **05231-12--05-01 - ETG - Alcohol: ETG - Alcohol with Confirmation**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **Collin County**  
Collin County- See P.O.  
 See P.O. for Delivery Location  
 2300 Bloomdale Rd.  
 Ste. 3160  
 McKinney TX 75071  
**Qty 1**

**Description**  
 ETG - Alcohol with Confirmation

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Item **05231-12--06-01 - Additional Tests: State Pricing for Additional Tests**  
 Lot Description **Pricing for any additional tests**

Quantity            **1 each**  
Unit Price             
Delivery Location   **Collin County**  
                          Collin County- See P.O.  
                          See P.O. for Delivery Location  
                          2300 Bloomdale Rd.  
                          Ste. 3160  
                          McKinney TX 75071  
                          **Qty 1**

**Description**

Additional pricing shall be bid for drugs not included in the standard panel, i.e., ecstasy, steroids, etc.



## **COLLIN COUNTY, TEXAS TERMS AND CONDITIONS**

### **1.0 GENERAL INSTRUCTIONS**

#### **1.0.1 Definitions**

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Quoter/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 CSP: refers to Competitive Sealed Proposal

1.0.1.9 Quotation: refers to Request for Quotation

1.1 If Bidder/Quoter/Offeror do not wish to submit an offer at this time, please submit a No Bid Form.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (91<sup>st</sup>) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), Competitive Sealed Proposal (CSP), and Quotation, and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's, RFP's, CSP's, RFQ's, and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI/CSP/Quotation number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's, CSP's, and RFI's, may be submitted in electronic format via **BidSync**.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), and Request For Information (RFI), submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ, CSP, and/or RFI.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), Request For Information (RFI), submitted in hard copy paper form. IFB's, RFP's, RFQ's, CSP's, RFI's, received in County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB/RFQ/RFP/CSP/RFI/, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid/Request For Qualifications/Request For Proposal/Request for Information/Competitive Sealed Proposal, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via **BidSync**, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **BidSync** at [www.bidsync.com](http://www.bidsync.com), telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County

Employees.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder/Quoter/Offeror shall state these exceptions in the section provided in the IFB/RFQ/RFP/CSP/Quotation or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:

1.19.1 have adequate financial resources, or the ability to obtain such resources as required;

1.19.2 be able to comply with the required or proposed delivery/completion schedule;

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's/Quoter's/Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of an RFI/IFB/RFQ/RFP/CSP/Quotation submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

## 2.0 TERMS OF CONTRACT

2.1 A bid/quote/proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment and/or a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, CSP, Quotation is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

- 2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.
- 2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.
- 2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
- 2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.
- 2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.
- 2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.
- 2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:
- 2.17.1 Collin County Purchase Order Number;
  - 2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;
  - 2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
- 2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.19 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror 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/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention

Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

**NOTE:** All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI/CSP/Quotation Solicitation documents as Special Terms, Conditions and Specifications.

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 Commercial General Liability insurance at minimum combined single limits of (\$500,000 per-occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.

3.1.2 Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the TWCC at (512)440-3789).

3.1.2.1 Definitions: Certificate of coverage ("certificate"). A copy of a certificate of authority of self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, OR TWCC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 406.096) includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

3.1.2.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

3.1.2.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

3.1.2.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

3.1.2.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

3.1.2.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

3.1.2.5.2 no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

3.1.2.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

3.1.2.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

3.1.2.9 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

3.1.2.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

3.1.2.9.4 obtain from each other person with whom it contracts, and provide to the contractor:

3.1.2.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and

3.1.2.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

3.1.2.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

3.1.2.9.6 notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

3.1.2.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or

misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

3.1.2.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

3.1.3 Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

3.1.4 Professional Liability Insurance at minimum limits of \$2,000,000. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

3.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

3.3 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

3.3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.3.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.3.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.3.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.4 All insurance shall be purchased from an insurance company that meets the following requirements:

3.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

3.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.5.2 Sets forth the notice of cancellation or termination to Collin County.

#### 4.0 EVALUATION CRITERIA AND FACTORS

The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other 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 Collin County CSCD Review Committee. The evaluation factors and point values are as follows:

The evaluation criteria will be grouped into factors as follows:

CRITERIA	VALUE
The thoroughness of the proposal and the extent to which the content of the proposal addresses the Required Services, as detailed in this RFP.	25
Vendor's qualifications, including licenses and certifications, and documented experience and accomplishments in providing similar services	25
Vendors past performance in providing similar services	10
Cost for services: Total Cost will be calculated by using: 822 x 5 panel, screen & confirm cost 836 x 6 panel, screen & confirm cost 418 x ETG cost	40
Total Value	100

#### 5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

5.1 Authorization: Sealed proposals will be received for Services: Offender Specimen Collection & Drug Testing.

5.2 Intent of Request for Proposal: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare an RFP response for the testing of urine specimens for the presence of detectable drugs. Specimens shall be screened by immunoassay and confirmed by LC/MS/MS or GC/MS. Panels shall include those listed on the bid form ([www.bidsync.com](http://www.bidsync.com)) and any additional panels that vendor may wish to suggest. Bid shall include pricing for (1) screening only, (2) confirmation after screening, and (3) screening with automatic confirmation of positives. Additional pricing shall be bid for drugs not included in the standard panel, i.e., ecstasy, steroids, etc.

5.3 Term: Provide for a contract commencing on September 1, 2012 through August 31, 2013 with two (2) two (1) year optional renewals.

5.4 Funding: 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). Contracts are subject to availability of TDCJ-CJAD funds. 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, or the Community Justice Assistance Division.

5.5 Delivery/Setup/Installation Location: See Section 5.9.

5.6 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.

5.7 Background: The current vendor for these services is Treatment Assessment Screening Center.

5.8 RFP REQUIRED SERVICES - VENDOR'S RESPONSE TO THIS RFP MUST ADDRESS ALL "REQUIRED SERVICES" INCLUDED IN THIS RFP.

5.8.1 Submit a bid that includes 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.

5.8.2 Submit a bid that includes contractor operated randomization system as described in this RFP.

5.8.3 Submit a bid that includes contractor operated IVR call-in system (including 3<sup>rd</sup> party).

5.8.4 Submit a bid that includes contractor submission of results in electronic format as described in this RFP within 48 hours of collection.

5.8.5 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.

5.8.6 All specimens must be tested for adulteration, dilution, and/or substitution. Vendor must include a statement advising of all methods of detecting these conditions.

5.8.7 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>

5.8.8 According to the TDCJ-CJAD Financial Manual, “Vendors who provide offender services in amounts that exceed \$100,000 statewide (one or more CSCDs) must have an annual independent audit of the funds received from CSCDs.” The winning vendor must provide an independent audit on the total funds received from CSCD or each Fiscal Year (September 1 – August 31) if the \$100,000 threshold is reached. This audit must be completed in accordance with TDCJ-CJAD Audit Guidelines and be submitted to TDCJ-CJAD by December 31.

5.8.9 Preference will be given to labs that are SAMSHA, TX DPS and CAP certified. Contractor shall state their lab certifications.

#### 5.9 Collections and Panels:

Collin County CSCD currently contracts with a private company to provide laboratory testing of urine samples collected for drug testing under a variety of situations. The current standard for testing is urine with LC/MS/MS confirmation but GC/MS is also acceptable. However, there are some “Dip-Test field kits” utilized when appropriate. The contracted vendor is responsible for retrieving and transporting all specimens collected for laboratory testing. All specimens must be tested for adulteration, dilution, and/or substitution. Vendor must include a statement advising of all methods of detecting these conditions.

#### 5.9.1 Normal field collections and testing during September 2011 through April 2012:

TOTAL			
	5 Panel Screen & Confirm	6 Panel Screen & Confirm	ETG with auto confirm
Sept '11	776	872	465
Oct '11	756	884	466
Nov '11	835	787	474
Dec '11	833	760	411
Jan '12	814	823	377
Feb '12	836	829	396
March '12	938	911	382
April '12	789	825	370
Totals	5788	5866	2971
<b>Average</b>	<b>822 tests per month</b>	<b>836tests per month</b>	<b>418 tests per month</b>

The normal test panel included screening by immunoassay for:

1. 5 Panel Screen & Confirm - amphetamine/methamphetamine, benzodiazepine, cocaine, Opiates, THC, and automatically confirmation by LC/MS/MS if screening is positive
2. 6 Panel Screen & Confirm - amphetamine/methamphetamine, benzodiazepine, cocaine, Opiates, THC and alcohol and automatically confirmation by LC/MS/MS if screening is positive.

## 3. ETG – Alcohol with automatic confirmation.

The breakdown of the positive test results are as follows:

	% of test pos.	(cut-off levels)
Amphetamines	4.3%	1000ng/ml
Benzodiazepine	3.2%	300 ng/ml
Cocaine	1.4%	300 ng/ml
Opiates	3.5%	300 ng/ml
THC	7.6%	50 ng/ml

The following table is the results for **September 2011** & illustrates a typical month:

	Tests		
	Tests	Positives	%
Amphetamines	1636	63	3.9%
Alcohol	855	5	0.6%
Benzodiazepine	1632	59	3.6%
Cocaine	1633	21	1.3%
Opiates	1636	54	3.3%
THC	1631	113	6.9%
ETG	465	32	6.9%

	# of Samples Collected	Positive Samples	% positive
Sept '11	1638	309	18.9%
Oct '11	1651	312	18.9%
Nov '11	1667	325	19.5%
Dec '11	1553	338	21.8%
Jan '12	1650	316	19.2%
Feb '12	1758	362	20.6%
March '12	1718	325	18.9%
April '12	1640	328	20.0%
Totals	13275	2615	
<b>Average</b>	<b>1659 samples per month</b>	<b>327 positive per month</b>	<b>19.7% tests positive per month</b>

	# of Individuals tested	# of positive individuals	% positive
Sept '11	1301	282	21.7
Oct '11	1302	279	21.4
Nov '11	1324	276	20.8
Dec '11	1253	278	22.2
Jan '12	1356	290	21.4
Feb '12	1404	316	22.5
March '12	1386	289	20.9
April '12	1340	287	21.4
Totals	10666	2297	
<b>Average</b>	<b>1333 individuals per month</b>	<b>287 positive per month</b>	<b>21.5% test positive per month</b>

5.9.2 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. The lab may also 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).

#### 5.10 Collection Location and Hours of Operation:

The contracted laboratory provides collectors on-site at two CSCD locations:

5.10.1 900 E. Park, Plano, TX 1 male tech and 1 female tech,  
Monday – Tuesday 9:00 am – 5:30 pm

5.10.2 1800 N. Graves, McKinney, TX 1 male tech and 1 female tech, W - F  
Wednesday - Friday 9:00 am to 5:30 pm

#### 5.11 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.

5.11.1 High risk individuals are enrolled in the system as random call in. Random call in 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 random call in are scheduled by the Contractor’s computerized randomization program to report and provide a specimen at least one (1) time per month. 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. Immediate electronic notification is preferred.

IVR call-in response (level 1) read in the nature of either of the following messages:

- 1) “No test today” (repeated).
- 2) “You must report for testing today”

5.11.2 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.”

5.11.3 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.

5.11.4 Additionally, a few (3 to 4 at any given time) offenders have medical situations that preclude urine drug testing and are being tested with alternative methods.

5.12 Electronic submission of results:  
Officers shall be able to check vendor website for results.

5.13 Alternative Testing:  
Historically, urine has been considered the “gold standard” for forensic drug testing and the Department has and anticipates continuing to use it as the primary methodology of choice. However, the Department recognizes that there have been significant technology advances in the field and is willing to review proposals for alternative testing methodologies. Vendors may submit a proposal for alternative testing for primary or special situations (as needed) alternatives.

Occasional situations present themselves whereby urine testing does not provide for drug testing within the parameters of special circumstances. Vendors may negotiate with a third party provider to accomplish the testing, but the vendor must disclose any third party vendor and provide adequate details about the provider. All Third-party providers must be identified to and approved by CSCD.

#### 5.14 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.

5.14.1 Financial – Monthly Billing Invoice (in Excel) - Listing of all tests with the following information: Probationer, Cause#, Date, Chain-Of-Custody #, Test Panel Code, Charge to CSCD.

5.14.2 Statistical Reports to include the following information:

- 5.14.2.1 Number of Specimens collected and error rates (on collections, vendor and CSCD).
- 5.14.2.2 Number of specimens that were dilute, adulterated, and/or positive (by drug class).
- 5.14.2.3 Comparisons between collections and results reports.
- 5.14.2.4 Comparison between screens and confirmations.
- 5.14.2.5 Report of Results with Multiple Positives

5.14.3 Access to Lab Data: Automated Search/Lookup of Results (missing or suspected missing reports).

5.14.4 RUDTP Logs (Formatted ASCII Text Files):

- 5.14.4.1 Daily log of persons not submitting a test as scheduled (Monday – Friday). (Failure to Submit Log – FTS.)
- 5.14.4.2 Weekly list of current active enrollments.

#### 5.15 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. Proposal must include documentation of all forensic and professional licensures and certifications.

#### 5.16 Other Requirements

5.16.1 Proposals must be typed or printed on standard (8-1/2" x 11") white paper accompanying drawings may be on larger sheets of paper but should be kept to the smallest practical size). Pages must be numbered and a table of contents must be included. Proposals may also be submitted electronically via [www.bidsync.com](http://www.bidsync.com).

- 5.16.2 Each proposal must respond to all portions of the RFP.
- 5.16.3 The Vendor may submit no changes, amendment(s), or modifications once it has submitted a proposal. However, the CSCD, in its sole discretion, after the time set for receipt of proposals may negotiate a change, amendment, or modification to its advantage. The Vendor may, however, withdraw and resubmit a proposal anytime prior to the final date and time set for receipt of proposals.
- 5.16.4 The CSCD reserves the right to waive any technicality noted in the submission process. Submission of proposals confers no legal rights upon any Vendor. CSCD reserves the right to reject any or all proposals submitted.
- 5.16.5 The CSCD reserves the right to negotiate a contract with the Vendor(s) who, in its opinion, offer(s) the most advantageous proposal(s) for the purpose intended.
- 5.16.6 Each proposal shall be valid for 90 calendar days after the opening date of the proposal and shall constitute an irrevocable offer to the CSCD for the 90 calendar day period. The 90 calendar period may be extended by mutual agreement of the parties.
- 5.16.7 After opening of proposals and prior to award, the CSCD reserves 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. The CSCD reserves the right to reject facilities as unacceptable for performance under this solicitation as a result of such site visit survey.
- 5.16.8 The Vendor's past performance as determined by CSCD may also be used for purposes of evaluating Vendor's suitability for award under this solicitation.
- 5.16.9 Each proposal submitted to Collin County and the CSCD becomes the property of Collin County and the CSCD. All proposals submitted shall remain confidential until after contract award has been approved.
- 5.16.10 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.
- 5.16.11 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.

## **6.0 PROPOSAL FORMAT**

### **6.1 PROPOSAL FORMAT REQUIREMENTS**

The proposal shall, at a minimum, include a Table of Contents detailing sections and corresponding page numbers, and shall be printed on letter-size (8-1/2"x 11") paper and if submitting manually, assembled with spiral-type bindings or staples. **DO NOT USE METAL-RING HARD COVER BINDERS** (If providing hard copy). If submitting hard copies, submit one (1) original and four (4) copies.

- 6.1.1 Cover Page
- 6.1.2 RFP number;
- 6.1.3 Subject of proposal;
- 6.1.4 Name, address, and phone and fax number of Vendor(s); and
- 6.1.5 Name, title, and signature of the official authorized to execute the Contract – (may submit signature page via [www.bidsync.com](http://www.bidsync.com)).

### **6.2 Summary Information (No more than 5 pages total)**

- 6.2.1 Identification of Vendor including a brief history of operations;
- 6.2.2 Vendor's licenses and accreditations;
- 6.2.3 Vendor's statement of understanding of the proposal and program objectives;
- 6.2.4 Resources to be utilized to implement the proposal;
- 6.2.5 Qualifications, certifications, licenses, and educational level of staff providing services; and
- 6.2.6 Whether any of the staff are currently under State, Tribal, and/or Federal indictment or legal supervision including, but not limited to community supervision, probation, parole, mandatory release, pretrial or pre-prosecutorial supervision, and on bond awaiting trial and/or appeal.

### **6.3 Attachments shall include all information required of each Vendor in the following order:**

- 6.3.1 **REQUIRED INFORMATION** (See section 6.4)
- 6.3.2 **VENDOR'S RESPONSE TO "REQUIRED SERVICES"**
- 6.3.3 **COST** – Costs may be submitted through [www.rfpdepot.com](http://www.rfpdepot.com)

### **6.4 INFORMATION REQUIRED OF VENDOR**

Each Proposal shall contain the following information:

- 6.4.1 Name, title, and telephone number of Vendor's contact person for all inquiries. The contact person shall be responsible for fielding all inquiries from the County and/or CSCD and providing the Vendor's response.
- 6.4.2 Business form of Vendor (e.g., corporation, partnership, sole proprietor)
  - 6.4.2.1 If a corporation, include the date and state of incorporation.
  - 6.4.2.2 Vendor's Tax Identification Number.
  - 6.4.2.3 Names and addresses of Vendor's principal officers, directors, or partners.
  - 6.4.2.4 A brief biography and complete resume of the person(s) who will operate/manage the services provided by Vendor.
  - 6.4.2.5 Vendor's organizational chart.

- 6.4.3 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 the Attachment is in force.
- 6.4.4 Complete reference information for all public and private institutions or agencies to which the Vendor provides or has provided similar services.
- 6.4.5 A list of any civil lawsuits filed or pending on or after January 1, 2002, 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 sub Vendors in connection with their status and/or conduct as sub Vendors.
- 6.4.6 A list of any criminal cases filed or pending on or after January 1, 2002, in which the Vendor, or any of its employees in connection with their status and/or conduct as employees, or any of its sub Vendors in connection with their status and/or conduct as sub Vendors, have been named as defendants. Vendor shall also provide the status of each case so listed, including disposition when applicable.

## 6.5 FINANCIAL STATEMENTS

6.5.1 Offer or is requested to submit recent financial statements with their proposal. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If offeror's firm does, however, have audited statements, please include a copy with your proposal.

**AFFIDAVIT OF COMPLIANCE**

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company	<input type="text"/>
Title of Officer	<input type="text"/>
Name of Officer	<input type="text"/>
Date:	<input type="text"/>

**SIGNATURE FORM  
COLLIN COUNTY, TEXAS**

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

**COMPANY INFORMATION/PROFILE/REFERENCES**

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas?       Yes       No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage:  Yes  No

if "yes", what is that dollar increment or percentage?

**Company Profile: IS YOUR FIRM?**

- Sole Proprietorship  Yes  No
- General Partnership  Yes  No
- Limited Partnership  Yes  No
- Corporation  Yes  No
- Other   Yes  No

List Legal Names in Company:

**List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.**

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?  Yes  No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	<input type="text"/>
Street Address of Principal Place of Business	<input type="text"/>
City, State, Zip	<input type="text"/>
Phone of Principal Place of Business	<input type="text"/>
Fax of Principal Place of Business	<input type="text"/>
E-mail Address of Representative	<input type="text"/>
Federal Identification Number	<input type="text"/>
Date	<input type="text"/>
Acknowledgement of Addenda	#1 € #2 € #3 € #4 € #5 € #6 €
Authorized Representative Name	<input type="text"/>
Authorized Representative Title	<input type="text"/>
Signature (Required for paper bid submission)	<input type="text"/>

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>FORM CIQ</b> <b>For vendor or other person doing business with local governmental entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>          Date Received
1	<b>Name of person doing business with local governmental entity.</b>  <input style="width: 90%; height: 20px;" type="text"/>
2	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b>  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	<b>Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</b>  <div style="border: 1px solid black; height: 150px; width: 95%;"></div>
4	<b>Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</b>  <div style="border: 1px solid black; height: 150px; width: 95%;"></div>

Adopted 11/02/2005

**FORM CIQ**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**Page 2**

**For vendor or other person doing business with local governmental entity**

**5 Name of local government officer with whom filer has affiliation or business relationship.  
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?  Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?  Yes  No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  Yes  No

D. Describe each affiliation or business relationship.

Empty text box for describing affiliation or business relationship.

**6**

Signature line

Signature of person doing business with the governmental entity

Date line

Date

Adopted 11/02/2005

**COLLIN COUNTY**

OFFICE OF COUNTY AUDITOR  
2300 Bloomdale Road • Suite 3100  
McKinney, Texas 75071  
(972) 548-4731 • Metro (972) 424-1460  
Fax (972) 548-4696

Dear Vendor:

In order for Collin County to comply with Internal Revenue Service Guidelines, we are required to keep a W-9 on file for each vendor to whom we have remitted payment(s). Collin County is in the process of up dating their files.

Please complete the attached/faxed W-9 form and **fax** to (972) 548-4696 OR **mail** the original to 2300 Bloomdale Road, Suite 3100, McKinney, Tx 75071. Failure to do so may result in delay(s) of future payments.

Thank you in advance for your assistance in this matter.

Sincerely,

Jeffry May  
Collin County Auditor

JM/pac

Form **W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
:                    :
:                    :
or
Employer identification number
:                    :

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette?	€	Yes	€	No
Plan Room?	€	Yes	€	No
Collin County Web-Site?	€	Yes	€	No
Facsimile or email from BidSync?	€	Yes	€	No
Other <input type="text"/>				

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?	€	Yes	€	No
Downloaded from Company Computer?	€	Yes	€	No
Requested a Copy from Collin County?	€	Yes	€	No
Other <input type="text"/>				

Thank You,

Collin County Purchasing Department

### COLLIN COUNTY, TEXAS STATEMENT OF NO BID

Collin County is very conscious and extremely appreciative of the time and effort you expend in preparing and submitting solicitations to the County. If you do not intend to bid on this requirement, please complete this form electronically via BidSync or forward to: Michalyn Rains, Contracts Manager, Collin County, 2300 Bloomdale Road, Suite 3160, McKinney, Texas 75071, fax 972-548-4694 or email [mrains@co.collin.tx.us](mailto:mrains@co.collin.tx.us).

We, the undersigned, have declined to bid on your IFB/RFP/RFI/RFQ#  for the following reason(s):

- Specifications too "tight", i.e. geared toward one brand or manufacturer only. (Please explain reason below)
- Specifications unclear. (Please explain below)
- Insufficient time to respond to solicitation.
- We do not offer this product/s or equivalent. (If you wish to remain on the bidders list for other commodities and/or services, please go to [www.bidsync.com](http://www.bidsync.com) to review your previous selections and make the required changes.)
- Our product schedule would not permit us to perform.
- Unable to meet specifications.
- Job too large.
- Job too small.
- Cannot provide required bonding.
- Cannot provide required insurance.
- Bidding through dealer.
- Do not wish to do business with Collin County. (Please explain below)
- Other (Please specify below)

REMARKS:

Company Name:

Address:

City:

State:

Zip:

Contact Name:

Title:

**Business Telephone Number:**

**Fax:**

**Email Address:**

**Company's Internet Web Page URL:**

## Question and Answers for Bid #05231-12 - Services: Offender Specimen Collection & Drug Testing

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.