

Solicitation 2015-200

SERVICES: OFFENDER SPECIMEN COLLECTION AND DRUG TESTING

designation: Public



Collin County

2015-200

SERVICES: OFFENDER SPECIMEN COLLECTION AND DRUG TESTING

Number **2015-200**
 Title **SERVICES: OFFENDER SPECIMEN COLLECTION AND DRUG TESTING**

Start Date **In Held**
 End Date **Jul 9, 2015 2:00:00 PM CDT**
 Question & Answer
 End Date **Jul 6, 2015 12:00:00 PM CDT**

Contact **Carol Magers**
Buyer II
Purchasing Department
cmagers@co.collin.tx.us

Contract Duration **1 year**
 Contract Renewal **2 annual renewals**
 Prices Good for **90 days**

Standard Disclaimer *****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).*****

Mailing Address:

**Collin County Purchasing
 2300 Bloomdale Rd., Ste 3160
 McKinney, TX 75071**

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.

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.

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 **2015-200--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 **2015-200--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 **2015-200--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 **2015-200--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

Item **2015-200--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

Item **2015-200--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

Item **2015-200--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

Item **2015-200--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

Item **2015-200--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

Item **2015-200--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

Item **2015-200--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

Item **2015-200--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 (91st) 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, 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 56th 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 56th 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.

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| 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.

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 |
| Offeror's qualifications, including licenses and certifications, and documented experience and accomplishments in providing similar services | 25 |
| Offeror's past performance in providing similar services | 10 |
| Cost for services: Total Cost will be calculated by using: Urine panel screen and confirmation costs ETG screen and confirmation costs Methadone screen and confirmation costs Synthetic cannabinoid and stimulant screen and confirmation costs Cost for randomized call in system Cost for providing UA techs on site to collect specimens | 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) and any additional panels that vendor may wish to suggest. Proposal shall include pricing for (1) screening only, (2) confirmation after screening, and (3) screening with automatic confirmation of positives. Additional pricing may be proposed for drugs not included in the standard panel, i.e., ecstasy, steroids, etc.

5.3 Term: Provide for a contract commencing on September 1, 2015 through August 31, 2016 with two (2) one (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 proposal that includes Offeror provided UA collection staff. The staffing pattern is the Offeror'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 proposal that includes Offeror operated randomization system as described in this RFP.

5.8.3 Submit a proposal that includes Offeror operated IVR call-in system (including 3rd party).

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

5.8.5 Offeror 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. Offeror must include a statement advising of all methods of detecting these conditions.

5.8.7 Offeror must agree to appear and testify in court when requested at no additional cost to CSCD. Offeror 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, "Offerors 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 Offeror 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. Offeror shall state their lab certifications. Please provide copies of any Certifications with your proposal.

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 successful Offeror is responsible for retrieving and transporting all specimens collected for laboratory testing. All specimens must be tested for adulteration, dilution, and/or substitution. Offeror must include a statement advising of all methods of detecting these conditions.

5.9.1 Normal field collections and testing during September **2014** through April **2015**: (Please refer to Attachment A).

5.9.2 The normal test panel included screening by immunoassay for:

5.9.2.1 Five (5) Panel Screen & Confirm – amphetamine/methamphetamine, benzodiazepine, cocaine, Opiates, THC, and automatically confirmation by LC/MS/MS if screening is positive

5.9.2.2 Six (6) Panel Screen & Confirm – amphetamine/Methamphetamine, benzodiazepine, cocaine, Opiates, THC and alcohol and automatically confirmation by LC/MS/MS if screening is positive

5.9.2.3 ETG – Alcohol with automatic confirmation.

5.9.2.4 Methadone screen and confirm

5.9.2.5 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 on site 9:00am-6:00pm Monday through Friday and 1 female tech on site Monday and Tuesday 9:00 am- 6:00pm

5.10.2 2100 Bloomdale Drive, McKinney, TX 1 on site 9:00am-6:00pm Monday through Friday and 1 female tech on site Wednesday through Friday 9:00 am to 6:00 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 Offeror’s 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 Offeror’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. Offerors 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. Offerors 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.

5.16.2 Each proposal must respond to all portions of the RFP.

5.16.3 The Offeror 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 a modification to its advantage. The Offeror 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 Offeror. 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 Offeror(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 any/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 Offeror's past performance as determined by CSCD may also be used for purposes of evaluating Offeror'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 Offeror, 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 preferred method of submittal for this proposal is to enter your information online at www.bidsync.com. 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 Offeror(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).

6.2 Summary Information (No more than 5 pages total)

- 6.2.1 Identification of Offeror including a brief history of operations;
- 6.2.2 Offeror's licenses and accreditations;
- 6.2.3 Offeror'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 Offeror in the following order:

- 6.3.1 **REQUIRED INFORMATION** (See section 6.4)
- 6.3.2 **OFFEROR'S RESPONSE TO "REQUIRED SERVICES"**
- 6.3.3 **COST** – Costs may be submitted through www.bidsync.com

6.4 INFORMATION REQUIRED OF VENDOR

Each Proposal shall contain the following information:

- 6.4.1 Name, title, and telephone number of Offeror'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 Offeror's response.
- 6.4.2 Business form of Offeror (e.g., corporation, partnership, sole proprietor)
 - 6.4.2.1 If a corporation, include the date and state of incorporation.
 - 6.4.2.2 Offeror's Tax Identification Number.
 - 6.4.2.3 Names and addresses of Offeror'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 Offeror.
- 6.4.2.5 Offeror's organizational chart.
- 6.4.3 The name(s) and address(es) of the Offeror's insurance carrier(s), along with (a) statement(s) from Offeror'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 Offeror 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 Offeror 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 Offerors in connection with their status and/or conduct as sub Offerors.
- 6.4.6 A list of any criminal cases filed or pending on or after January 1, 2002, in which the Offeror, or any of its employees in connection with their status and/or conduct as employees, or any of its sub Offerors in connection with their status and/or conduct as sub Offerors have been named as defendants. Offeror shall also provide the status of each case so listed, including disposition when applicable.

6.5 FINANCIAL STATEMENTS

6.5.1 Offeror 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.

**SIGNATURE FORM
COLLIN COUNTY, TEXAS**

DELIVERY

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 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?

REFERENCES

List at least three (3) companies or governmental agencies where these same/like products /services, as stated herein, have been provided.

| | | | |
|-----------------|--|-----------------|--|
| Company/Entity: | | Contact: | |
| Address: | | City/State/Zip: | |
| Phone: | | E-mail: | |

| | | | |
|-----------------|--|-----------------|--|
| Company/Entity: | | Contact: | |
| Address: | | City/State/Zip: | |
| Phone: | | E-mail: | |

| | | | |
|-----------------|--|-----------------|--|
| Company/Entity: | | Contact: | |
| Address: | | City/State/Zip: | |
| Phone: | | E-mail: | |

COOPERATIVE CONTRACTS

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 inter-local 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

BIDDER ACKNOWLEDGEMENT

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.

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

| TOTAL TESTS | | | | | | | |
|----------------|-----------------|------------------|-------------------------|----------------|-------------|------------------|-------------------|
| | 5 Panel screen* | 6 Panel screen** | 5 or 6 Panel confirm*** | ETG screen | EtG confirm | Methadone screen | Methadone confirm |
| Sept '14 | 727 | 1152 | 468 | 660 | 44 | 59 | 0 |
| Oct '14 | 766 | 1124 | 426 | 693 | 47 | 50 | 0 |
| Nov '14 | 845 | 1167 | 425 | 741 | 38 | 53 | 0 |
| Dec '14 | 734 | 1041 | 505 | 658 | 31 | 51 | 0 |
| | | | | | | | 0 |
| Jan '15 | 786 | 1190 | 373 | 691 | 23 | 44 | 0 |
| Feb '15 | 664 | 1001 | 405 | 567 | 31 | 27 | 0 |
| March '15 | 674 | 1123 | 417 | 654 | 50 | 40 | 0 |
| April '15 | 681 | 1177 | 479 | 685 | 40 | 52 | 0 |
| Totals | 5877 | 8975 | 3498 | 5349 | 304 | 376 | 0 |
| Average | 734.625 | 1121.875 | 437.25 | 668.625 | 38 | 47 | 0 |

*5 Panel: amphetamine/methamphetamine, cocaine, opiates, benzodiazepine, and THC

**6 Panel: alcohol, amphetamine/methamphetamine, cocaine, opiates, benzodiazepine, and THC

*** Confirms for all drugs testing positive in standard 5/6 panel screens, there is an additional charge for these confirms.

PLEASE NOTE: THE ABOVE INFORMATION COVERS THE PERIOD OF SEPTEMBER 2014 THROUGH APRIL 2015

ATTACHMENT B



**SERVICES
FOR
OPERATIONS AGREEMENT
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT**

This Operations Agreement (the "AGREEMENT") is made and entered into by and between Community Supervision and Corrections Department ("DEPARTMENT"), a political entity of the Judicial District and

(VENDOR NAME)

as of the day of,.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

APPOINTMENT OF VENDOR; TERM

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

Term. This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until (DATE) , with two one-year optional renewals, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one year (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES

1.1 Vendor Rates. DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed \$(AMOUNT) for September 1, (YEAR) through August 31, (YEAR). VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for services:

5 Panel: Screen and confirm

Lot Description: Amphetamine-methamphetamine/cocaine/opiates/benzodiazepine/THC

Quantity:

Unit price: \$

6 Panel: Screen and confirm

Lot Description:

Alcohol/Amphetamine-methamphetamine/cocaine/opiates/benzodiazepine/THC

Quantity:

Unit price: \$

Additional screening tests are available as add-on drugs to any selected panel:

1. Ecstasy, Oxycontin, Soma (Carisoprodol), Heroin (6-Acetylmorphine) at
2. Suboxone (Buprenorphine) screen at \$ each, with confirmation at \$.
3. ETG available as a screen only added to a panel at \$; confirmation is \$
4. Synthetic Cannabinoids (Spice) screen available for \$; confirmation \$

1.3 Services. The VENDOR shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the services listed as follows:

See Exhibit A

1.4 Operational Plan. The proposal submitted in response to the ITB or RFP (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be

audited. **(THIS CLAUSE REQUIRED FOR ALL CONTRACTS OVER \$100,000 UNLESS VENDOR HAS BEEN CERTIFIED AS A SOLE SOURCE PROVIDER.)**

See Exhibit B

1.11 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor - means a Person with appropriate licensure who renders counseling or counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Defendant - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services.

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar.

Facility - means the licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARTMENT.

Licensure Rules - means the terms and provisions contained in applicable regulatory guidelines.

Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12:00 midnight, which number shall not include any Defendants who were previously removed on that day. Defendants on a temporary leave for less than forty-eight (48) hours shall be included in the count.

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit C.

Operational Plan - means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S policies and procedures submitted in response to the RFP or ITB (if applicable) whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of Defendants, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.

Outpatient - means any Defendant who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment.

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

Payment to VENDOR - means the mathematical product of the following: (a) Resident Defendants at non-CCFs: the VENDOR Rate calculated by the number of verified Defendants according to the Midnight Strength Report for each day of the billing month; (b) Outpatient Defendants: the VENDOR Rate calculated by the number of verified Defendants for each hour and billing day for which Outpatient Services were rendered in the billing month.

Performance Measures - means the standards whereby VENDOR and DEPARTMENT will determine the effectiveness of the Services, as set forth in Article I hereto.

Person - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

Program Budget - means the financial management system of proposed revenue and expenditures that VENDOR submitted in response to the ITB or RFP, if applicable (as same may have been amended prior to the execution hereof), whereby VENDOR implements and maintains its books regarding income and expenditures in the provision of Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system).

Resident - means any Defendant who resides at the Facility and receives Services pursuant to the terms hereof.

RFP - means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable.

Services - means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the ITB or RFP, if applicable.

Term - means the duration of this AGREEMENT as specified in Article I.

VENDOR – means Treatment Assessment Screening Center.

Vendor Rate - means the amount paid by Department to VENDOR per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I.

1.12 AND 1.13 ARE OPTIONAL CLAUSES:

1.12 Insurance. VENDOR shall provide an adequate plan of insurance that provides: (1) coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR; (2) coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR; and (3) coverage to protect the State from actions by officers, employees, or agents of VENDOR or any subcontractor(s). VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State and VENDOR with the amounts and coverages 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 subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:
1. Claims under workers compensation disability benefits, and other similar employee benefit actions;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees;
 3. 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 therefrom;
6. Claims for damages based on violations of civil rights;
7. Claims for damages arising from fire and lightning and other casualties.

B.VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain a liability insurance policy in an amount 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 injury to or destruction of property.

C.Certifications/policies of insurance shall be filed with DEPARTMENT prior to execution of this AGREEMENT. VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein.

D.Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions.

1.13 Indemnification. VENDOR shall indemnify and save the DEPARTMENT, the Texas 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 attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to 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

DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

ARTICLE II REPRESENTATIONS AND WARRANTIES

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.

2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owing. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.

2.5 Use of Payments. No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Exhibit D. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

2.7 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, 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, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III GENERAL CONDITIONS

3.1 Duties and Obligations. 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.

3.2 Visitation by State Employees. 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 the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.

3.3 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.

3.4 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative.

3.5 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the

other party thirty (30) days prior written notice. DEPARTMENT'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 DEPARTMENT shall thereafter be entitled to any other compensation.

3.6 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR 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 begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM

4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.

4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals.

4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records

and reports and to 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 DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

4.6 Independent Audit. VENDORS whose total funding from DEPARTMENTS (CSCDs) statewide exceeds \$100,000 must provide an independent audit on the funds received for each fiscal year (September 1 – August 31). These audits must be submitted to TDCJ-CJAD by December 31 following the end of the fiscal year.

4.7 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT 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 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT 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, subcontractor, 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) 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.

4.8 Withhold Payments. The DEPARTMENT 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. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contact period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.

4.9 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit C).

4.10 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article I herein.

4.11 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

ARTICLE V DEFAULT AND TERMINATION

5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:

- a. A material failure to keep, observe, perform, meet, or comply with any covenant, 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; and
- c. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such

event, **VENDOR** agrees to cooperate with **DEPARTMENT** regarding a transition to new provider of Services.

5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of **DEPARTMENT**: failure by **DEPARTMENT** to pay within thirty (30) 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.

5.4 Remedy of VENDOR. Upon an Event of Default by **DEPARTMENT**, **VENDOR'S** sole remedy shall be to terminate this **AGREEMENT**. Upon such termination, **VENDOR** shall be entitled to receive Payment from **DEPARTMENT** for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This **AGREEMENT** will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this **AGREEMENT** shall be subject to immediate modification, reduction or termination.

ARTICLE VI INDEPENDENT CONTRACTOR

VENDOR is associated with **DEPARTMENT** 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 contractor 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 **DEPARTMENT** whatsoever with respect to the indebtedness, liabilities, and obligations of **VENDOR** or any other party. **VENDOR** shall be solely responsible for (and **DEPARTMENT** 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 **DEPARTMENT** pursuant hereto, and **VENDOR** shall indemnify and hold **DEPARTMENT** 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.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.1 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.2 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

7.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.

7.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

7.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

7.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

7.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

7.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

7.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Executed in Collin County, Texas by

COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: _____

TITLE: _____

DATE: _____

TREATMENT ASSESSMENT SCREENING CENTER

BY: _____

TITLE: _____

DATE: _____

EXHIBIT A

Vendor Services

UA Collection Staff

(VENDOR NAME) will provide UA collection staff specially trained in regards to forensic observed collections and chain-of-custody procedures. Male and female staff will be provided. Currently a male technician is available in the Plano and McKinney office Monday through Friday 9 AM – 6 PM. A female technician is available in the Plano office Monday and Tuesday 9 AM-6 PM and in the McKinney office Wednesday, Thursday, and Friday 9 AM-6 PM. Back-up coverage is provided by (VENDOR NAME) staff. Collection staff coverage is managed by (VENDOR NAME).

To obtain these positive statistics in a similar high volume UA collection operation, (VENDOR NAME) utilizes LEAN Processing principles to our laboratory procedures. The utilization of these principles greatly impacts the quality and speed of our processes. Error tracking and corrective action is a crucial part of this management practice.

Contractor provided randomization

(VENDOR NAME) will provide randomization via Test Day IVR randomization program. Participant information will be entered into a database. Each participant will be assigned a unique ID number. A toll-free phone number will be provided for participants to call on a daily basis. Based on the frequency of testing required, a participant will hear a recording as to test requirements (i.e. “you are required to test today”). The Test Day program allows for great flexibility. Randomization requirements can be customized for each individual or groups of individuals. Virtually any random frequency can be assigned to individuals (monthly, weekly, 6 times per year, 5 times per month, etc.). Test Panels can be customized for each individual as well. Changes can be made quickly and easily via secure web base access.

IVR Randomization

(VENDOR NAME) will provide randomization via Test Day IVR randomization program. Offender/participant information will be entered into a database. Each participant will be assigned a unique ID number. A toll-free phone number will be provided for participants to call on a daily basis. Based on the frequency of testing required, a participant will hear a recording as to test requirements (i.e. “you are required to test today”). The Test Day program allows for great flexibility. Randomization requirements can be customized for each individual or groups of individuals. Virtually any random frequency can be assigned to individuals (monthly, weekly, 6 times per year, 5 times per month, etc.). Test Panels can be customized for each individual as well. Changes can be made quickly and easily via secure web base access.

The Test Day Randomization program will “record” the ID#’s of the individuals that call in, date and time of call, and phone number from which offender calls. Compliance reports will be maintained for offenders and CCCSCD staff may easily see what offenders are/are not calling the Test Day program as required.

The Test Day program allows for great flexibility. Randomization requirements can be customized for each individual or groups of individuals. Virtually any random frequency can be assigned to individuals (monthly, weekly, 6 times per year, 5 times per month, etc.). Test Panels can be customized for each individual as well. Changes can be made quickly and easily via secure web base access.

Test results are also accessible through the Test Day program. Results will be transferred directly from the laboratory and will be stored in Test Day, so that a drug test report history is easily obtained for each participant. The test day program also generates compliance reports that enable case managers to know whether a participant is calling the system.

CCCSCD staff may log-in to the system on the web using their personalized username and password. Each PO will only have access to the clients that are assigned to them. The system also provides for “Supervisors” to log in and see all clients for all case managers in the system. Once logged on to the system, the case manager may add new referrals, edit existing clients, i.e. switch to another participant, adjust the randomization etc. The process for adding or editing a participant is simple and quick. The system also allows the case manager to schedule a test outside of the randomization should they need to do this.

When each offender is entered into the system, they will be automatically assigned a Donor ID number. This number is the way in which the system ties everything together, randomization, compliance reporting, result reporting. When the offender calls the system, they will be prompted, in either Spanish or English, to enter their unique ID. The system will then tell the client whether or not they need to test that day based on that offender’s randomization. The system records that the offender called, at what time, and from what number, for use in reporting compliance.

Electronic Results

(VENDOR NAME) will provide results via fax and/or secure web based access. Results may be sorted by individual, location, date, and most recently by abnormal vs. negative results. The enhanced web access also allows agencies to download data in a CSV file format that may then be directed into internal databases. Chain of custody forms may also be viewed, printed and/or downloaded via this process.

(VENDOR NAME) currently provides one of the fastest turnaround times in the industry. The following chart illustrates the standard result report timeline for specimens shipped via next day service:

| Specimens Shipped Reported | Specimens Received | Specimens |
|----------------------------|--------------------|-----------|
| Monday | Tuesday | Tuesday |
| Tuesday | Wednesday | Wednesday |
| Wednesday | Thursday | Thursday |
| Thursday | Friday | Friday |
| Friday | Saturday | Saturday |

Testing will begin at approximately 7AM. As screens are completed, results will be transmitted every hour via fax and/or web database. Testing and result transmission will continue throughout the day until completion at approximately 4PM Standard Time.

Specimen Transportation

(VENDOR NAME) contracts with Lab Express to provide consolidation (collection), pick-up and transport of drug testing specimens to the laboratory. All couriers that provide services under the scope of this RFP will have completed a recent background check. Specimens will be picked up on a regular basis at both offices (Plano and McKinney) County departments. (VENDOR NAME) currently utilizes DFW Airport and American Airlines for transport of specimens to the testing facility from the Dallas-Ft. Worth Area. Specimens are transported to (VENDOR NAME) the day of pick-up by Lab Express and transported to the laboratory within approximately 16 hours.

Adulteration, Dilution and/or Substitution

(VENDOR NAME) will perform a basic adulteration screen on every specimen submitted for testing. Creatinine will be analyzed and a level will be reported for all specimens.

Routine Adulteration Testing:

(VENDOR NAME) laboratory personnel automatically order and perform an extended adulteration panel on every sample that is suspected of adulteration on the basis of:

- Unusual color
- Unusual smell or
- Unusual test results (Instrument flags)

Each urine sample is tested for creatinine. A low creatinine level (≤ 20 mg/dL) indicates a dilute sample. A Creatinine value less than 5 mg/dL automatically orders a Specific Gravity test. A specific Gravity ≤ 1.001 or

≥1.02 along with a Creatinine level ≤5 mg/dL is reported as, NOT CONSISTENT WITH NORMAL URINE.

I. Extended Adulteration Testing:

The extended panel includes the following tests:

| TEST | NORMAL | ADULTERANT | POSSIBLE PRODUCT |
|---------------------|--------------|--------------------------|------------------|
| Creatinine | >20 mg/dL | Flushing | Golden Seal |
| Ph | 4 – 9 | Strong Base or Acid | Oven cleaner |
| Specific Gravity | 1.003 – 1.02 | Most Additives | Salt, Sugar |
| Nitrite | <500 ug/mL | Potassium Nitrite | KLEAR |
| Gluteraldehyde | 0 | Gluteraldehyde | URINE AID |
| Oxidizing Substance | 0 | Sodium hypochlorite | BLEACH |
| Chromate | 0 | Pyridiniumchlorochromate | URINE LUCK |

Court Testimony

(VENDOR NAME) will provide testimony upon request via subpoena. (VENDOR NAME) accepts faxed subpoenas. (VENDOR NAME) must receive adequate notice to arrange in-person appearances. (VENDOR NAME) understands that reimbursement of expenses will be provided through the State of Texas by filling out appropriate witness fee claim form(s). (VENDOR NAME) will only provide testimony for specimens that have been confirmed within its laboratory.

In addition to in-person testimony, (VENDOR NAME) also provides telephonic testimony and/or detailed litigation packets.

Audit

(VENDOR NAME) understands and agrees to audit procedures as required by TDCJ-CJAD. (VENDOR NAME) has experience with such procedures as a vendor for several Texas CSCD Departments.

EXHIBIT B
Vendor Operational Plan
(Required for Contracts with Each Vendor over \$100,000)

EXHIBIT C
Monthly Invoice Form
~Example~

INVOICE

Collin County CSCD
 Attn: Cindy Powell
 2100 Bloomdale Road, #12262
 McKinney, TX 75071

Date: _____
 Month: _____
 Inv. #: _____
 Code: TXCLCSC

| Type of Service | Date | Units | Rate | Total |
|-----------------------------------|------|-------|------|-------|
| 5 Panel Screen and Confirm | 874 | \$ | | \$ |
| ETG – Added to 5 Panel or 6 Panel | 392 | \$ | | |
| Total Invoice | | | | \$ |

EXHIBIT D
Unallowable Costs

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities;

Alcoholic beverages;

Bad debts;

Building and Land purchase, rental purchase, lease purchase, renovation;

Cash payments to intended recipients of Services;

Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology.

Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services;

Fines and Penalties;

Firearm, Firearm Components, and Ammunition;

Fundraising; Marketing; and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only);

Legislative expenses for payment to any elected official from funds received from the CSCD;

Lobbying;

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and

Tobacco Products.

**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.

| | | | |
|---|--|---|--|
| Print or type See Specific Instructions on page 2. | 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.

| |
|---|
| Social security number : : : |
| or |
| Employer identification number : : : |

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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.

Sign Here

Signature of U.S. person ▶

Date ▶

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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,

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

Title of Officer

Name of Officer

Date:

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

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

Thank You,

Collin County Purchasing Department

Question and Answers for Bid #2015-200 - SERVICES: OFFENDER SPECIMEN COLLECTION AND DRUG TESTING

Overall Bid Questions

There are no questions associated with this bid.