

4.0 EVALUATION CRITERIA AND FACTORS

4.1 The award of the contract shall be made to the responsible offeror, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Vernon's Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate Offerors according to specific criteria and will elevate a certain number of offeror to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon "selection levels." The County recognizes that if an offeror fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining offerors or to elevate an offeror that was not elevated before. The selection levels are described in the following sections.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Offerors may, at the discretion of the County, be contacted to submit clarifications or additional information within two (2) business days. Incomplete or noncompliant RFPs may be disqualified.

LEVEL 1 – CONFORMANCE WITH MANDATORY REQUIREMENTS

Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements.

LEVEL 2 – DETAILED PROPOSAL ASSESSMENT

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

Points	Evaluation Criteria
20	General Requirements: The thoroughness of the proposal and the extent to which the content of the proposal addresses the Required Services, as detailed in this RFP. Sec (5.19 -5.26, 6.3)
25	Firm Overview: Offeror's qualifications, including licenses and certifications, documented experience and, accomplishments in providing similar services (Sec 5.19.7, 6.2)
15	Client References: Offeror's past performance in providing similar services (Sec. 6.4)

40	Cost for services: Total Cost will be calculated using average number of screens per Attachment A, for (sec 5.20.2) Basic Screens
100	Total Points

It is anticipated that the Evaluation Committee will elevate proposals scoring at least 70 points (70%) to Level 3.

LEVEL 3 – DEMONSTRATION, SITE VISITS, AND INTERVIEWS (OPTIONAL)

The Evaluation Committee may hear oral presentations (if desired). Offerors are cautioned, however, that oral presentations are at the sole discretion of the committee and the committee is not obligated to request a demonstration or interview. The oral presentation is an opportunity for the Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the offeror to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the offeror to present and the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, will be scheduled accordingly and all presenting offerors will be notified of time and date. The County reserves the right to bypass Level 3 in the evaluation process and move directly to Selection Level 4.

The following criterion is optional and will be used to evaluate those offerors elevated for interviews.

CRITERIA	VALUE
Oral Presentation/Demonstration	25
Response to clarification questions	35
Case Management and Website Demonstration	40

Proposals may be re-evaluated based upon Criteria in level 2.

LEVEL 4 –BEST AND FINAL OFFER

Offerors who are susceptible of receiving award may be elevated to Level 4 for Best and Final Offer. Offeror will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals may be re-evaluated based upon Criteria in level 2, and/or 3.

Based on the result of the Best and Final Offer evaluation, a single offeror will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other offerors that have submitted bids and enter into negotiations with them.

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 collection and testing of urine specimens for the presence of detectable drugs and prohibited substances. Specimens shall be screened by immunoassay and confirmed by LC/MS/MS or GC/MS. Panels shall include those listed 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. Additionally, proposal shall include other types of collection and testing offered, such as oral fluid testing and hair follicle testing, and how those specimens are screened and confirmed.
- 5.3 Term: Provide for a contract commencing on September 1, 2018 through August 31, 2019 with three (3) one (1) year optional renewals.
- 5.4 Type of Contract: Any contract resulting from this solicitation will be in the form of the CSCS's standard Services for Operations Agreement Community Supervision and Corrections Department agreement. (See Attachment B –Draft CSCD Agreement)
- 5.5 Confidentiality: All completed and submitted proposals become the property of Collin County. Collin County may use the proposal for any purpose it deems appropriate. Prior to Collin County approval, the proposal material is considered as "draft" and is not subject to the Texas "Public Information Act", Texas Government Code Chapter 552. After approval by Collin County, the proposal material becomes part of the contract between the vendor and Collin County. Upon signing of a contract, proposals and contracts are subject to the State of Texas "Public Information Act". If any information is to be considered proprietary, the Vendor must place it in a separate envelope and mark it "Proprietary Information". The State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.
- 5.6 Binding Effect: This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Texas. Collin County's RFP, the offeror's proposal in response to the RFP and any additional negotiated conditions reduced to writing will become part of the final contract between the successful offeror and Collin County. This agreement then constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services. Such scope of service documents will be incorporated into the contract agreement. Offeror acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations, and orders.
- 5.7 Transitional Period: Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

- 5.8 Permits, Taxes, and Licenses: The Offeror is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of the RFP. The financial burden for such expenses rests entirely with the company providing the service under the contract.
- 5.9 Price Reduction: If during the life of the contract, the offeror's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.
- 5.10 Price Re-Determination: A price re-determination may be considered by Collin County only at the anniversary date (September 1st of each year) of the contract. All requests for price re-determination shall be in written form, shall be submitted on or before April 1st of each year and shall include supporting documentation. Requests for price re-determination shall be based on the percentage increase for the previous twelve (12) month period in the medical component of the Consumer Price Index (CPI) (calculated to the next 1/19th of (1%) of the South region for All Urban Consumers) as published by the United State Department of Labor. For purposes of this contract, the Medical CPI shall not exceed an annual increase of 3.0%.
- 5.11 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 Community Supervision and Corrections Department (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.
- 5.12 County Assertion of Estimates: Any information herein is provided as an estimate of volume based on past history. This data is provided for the general information of vendors and is not guaranteed to be relied upon for future volumes.
- 5.13 Approximate Value: The estimated value of this contract is \$450,000 annual spend. Approximate value does not constitute an order.
- 5.14 Background Check: All Contractor employees that will be working on site or by VPN shall pass a criminal background check performed by Collin County before any work may be performed. The selected offeror shall be provided the required documents to submit required information for background checks.
- 5.15 Subcontractors: Offeror shall state names of all subcontractors and the type of work they will be performing. If an offeror fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself. No offeror whose proposal is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original proposal without approval in writing from the Collin County Purchasing Department.

The successful offeror further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful offeror's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub- contractors.

5.16 PROPOSAL SCHEDULE:

RFP released: Tuesday, May 22, 2018

Deadline for submission of vendor questions: Thursday May 31, 2018, 2:00 p.m.

Proposals due: ~~Thursday June 7, 2018, 2:00 p.m.~~
Thursday June 14, 2018, 2:00 p.m.

Vendors notified of selection for presentation: Optional, Approx. Date June 26th 2018

Award of Solicitation August 2018

Effective date of contract: September 1, 2018

Collin County reserves the right to change the schedule of events as it deems necessary.

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

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

5.19 REQUIRED SERVICES: The vendor's response to this RFP must address all "required services" included in this RFP. The cost for all services shall be included in the individual laboratory screening fee.

5.19.1 Provide Offeror-provided Urinalysis (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.

5.19.1.1 Qualifications of the Offeror staff that will be providing day to day services, job title, brief job description, and/or any required training, certifications, and licenses.

5.19.2 Provide Offeror-operated randomized UA testing of offenders' functionality or processes as described in this RFP, which could include offeror-operated Interactive Voice Response (IVR) call-in system.

5.19.3 Provide results in electronic format as described in section 5.25 within 48 hours of collection. Offeror is responsible for retrieving and transporting all specimens collected for laboratory testing from all locations daily (collection sites).

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

5.19.5 Offeror must agree to appear and testify in court when requested at no additional cost to Collin County or CSCD. Offeror may seek reimbursement for expenses through the State of Texas by filing a witness fee claim form.

https://search.comptroller.texas.gov/search?site=ctg_collection&client=ctg_frontend&proxystylesheet=ctg_frontend&output=xml_no_dtd&getfields=description&searchDropdown=Tax&q=witness+fee+claim+form

5.19.6 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 for 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 31st of the current year.

5.19.7 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.

5.20 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. **The Offeror shall provide automatic confirmations for all positive screens.**

5.20.1 Collection Data: Normal field collections and testing data during September 2017 through March 2018, see Attachment A.

5.20.2 Basic Screens: The normal UA test panel includes screening by immunoassay for the screens listed below:

5.20.2.1 Five (5) Panel Screen – amphetamine/methamphetamine, benzodiazepine, cocaine, Opiates, THC, and automatic confirmation by LC/MS/MS if screening is positive.

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

5.20.2.3 ETG – Alcohol **and automatic confirmation by LC/MS/MS if screening is positive**

5.20.3 Additional Screens: Screens that may be requested by CSCD for individual cases.

5.20.4 Optional Screens: 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 supplemental 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 supplemental testing is submitted to conduct the test (at additional costs to CSCD). Offeror may provide a price sheet in their proposal response stating a list of the optional screens for each drug, include confirmation fees if screening is positive.

5204.1 Provide a description of the quality control procedures for specimen collection.

5204.2 Provide Urinalysis Testing Procedures and list of supplies.

5.21 Collection Location and Hours of Operation:

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

5.21.1 900 E. Park, Plano, TX 1 male and 1 female tech on site 9:00a.m.-6:00p.m. Monday through Friday.

5.21.2 2100 Bloomdale Road, McKinney, TX 1 male and 1 female tech on site 9:00a.m.-6:00p.m. Monday through Friday.

5.22 Randomized Call-In and Scheduled UA's:

While not all offenders are required to submit to drug testing, a vast majority are required to submit to drug testing. Offenders are selected/referred for urine drug testing in a variety of manners. Many are enrolled in an automated randomized drug testing system that is maintained by the contracting Offeror's lab.

5.22.1 High risk offenders are enrolled in the system as random call-in. Random call-in requires the offender to call an IVR (Interactive Voice Response) system daily 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, or customized by the supervision officer, 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"

5.22.2 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."

5.22.3 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.

5.22.4 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.

5.23 Electronic submission of results: County staff and Officers shall be able to check vendor website for results.

5.23.1 Description of Operational Website and Case Management System, include interactive website link if available

5.24 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 with proposal 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 and approved by CSCD.

5.25 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.

5.25.1 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.

5.25.2 Statistical Reports to include the following information:

~~5.25.2.1 Number of Specimens collected and error rates (on collections, vendor and CSCD).~~

5.25.2.2 Number of specimens that were dilute, adulterated, and/or positive (by drug class).

5.25.2.3 Comparisons between collections and results reports. **Test results for all specimens collected shall be reported, including specimens that are unable to be tested for whatever reason (e.g., broken chain of custody) data shall be reported.**

5.25.2.4 Comparison between screens and confirmations.

5.25.2.5 Report of Results with Multiple Positives

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

5.25.4 RUDTP Logs (Formatted ASCII Text Files):

5.25.4.1 Daily log of persons not submitting a test as scheduled (Monday – Friday). (Failure to Submit Log – FTS.)

5.25.4.2 Weekly list of current active enrollments.

5.26 Implementation Plan:

5.26.1 Provide a timeline and implementation plan for initiating the requirements in the event

the proposal is accepted. Offerors shall include documentation of all forensic and professional licensures and certifications.

5.26.2 Detailed plan for implementing the contract. The implementation plan shall include the following elements: the estimated implementation timeframe; an overview of project phases and project assumptions.

6.0 PROPOSAL FORMAT

In accordance with the directions below, offeror shall provide a response for each item in sections 5.19 through 5.26 and 6.2 through 6.4 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not applicable” or “exception taken”, offeror shall state that and refer to Section 7.0 Exceptions, with explanation. Offeror shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If offeror does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

6.1 PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

6.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net> or manually, electronic submissions are preferred. All questions regarding the RFP shall be submitted online.

6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
Attn: Geri Osinaike, Senior Buyer
2300 Bloomdale, Suite 3160
McKinney, TX 75071

The envelope in which the proposal is enclosed must be marked:
SEALED PROPOSAL
RFP 2018-179

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. **Manual submittals shall include an electronic copy in a searchable format and one original hard copy.**

It shall be the responsibility of the offeror to ensure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

Point of Contact: Information regarding the purchasing process and the contents of this RFP may be

obtained from the Collin County Department or email gosinaike@co.collin.tx.us, Geri Osinaike, Senior Buyer.

6.2 FIRM OVERVIEW

- 6.2.1 A descriptive background of your company's history
- 6.2.2 Offeror's licenses and accreditations;
- 6.2.3 Offeror's organizational chart.
- 6.2.4 Offeror's statement of understanding of the proposal and program objectives;
- 6.2.5 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.
- 6.2.6 A list of any civil lawsuits filed or pending on or after January 1, 2007, 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.
- 6.2.7 A list of any criminal cases filed or pending on or after January 1, 2007, 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.

6.3 GENERAL REQUIREMENTS

- 6.3.1 Offeror shall provide a response for each of the requirements in Section 5.19 through 5.26 in order and include item numbers in response. Any exceptions shall be stated in Section 7.0.
- 6.3.2 Offeror shall follow format outlined in Section 6.0 when submitting responses.

6.4 CLIENT REFERENCES

The County considers references to be important in its decision to award a contract. All references provided will be contacted by the County during the selection process. Offerors shall provide at least Three (3) client references that are similar in size and complexity to this procurement (preferably Counties) that you are currently providing services or have in the last two years.

- 6.4.1 Provide for each reference company name, address, contact name, email, phone number, position of the contact in the organization.

6.4.2 Summary of services provided

6.4.3 How many locations are specimens collected, how many collection staff are on a regular first shift at each location

6.4.4 Average number of specimens collected monthly

6.4.5 Type of 5 and 6 panel screens and the average number of 5 and 6 panel screens ordered monthly

6.4.6 Start and end date of contract, if terminated early describe the circumstances

6.4.7 Estimated yearly contract value

6.5 PRICING/FEES

6.5.6 Provide fees per section 5.20.2 and 5.20.3 via <http://collincountytx.ionwave.net>

6.5.7 Provide fees per section 5.20.4 as an attachment within the proposal.

7.0 EXCEPTIONS TO THE RFP

Instructions for completing section:

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed in Section 7.0 it is understood that the offeror has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

Section Number/ Question Number	Required Service Offeror is Unable to Perform	Steps Taken to Meet Requirement