



Collin County Purchasing

2022-290

Offender Specimen Collection and Drug Testing Services

Issue Date: 6/1/2022

Questions Deadline: 6/16/2022 05:00 PM (CT)

Response Deadline: 7/7/2022 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Michelle Michaelis, Buyer II

Address: Purchasing

Admin. Building

Ste. 3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4115

Email: mmichaelis@co.collin.tx.us

Event Information

Number: 2022-290
Title: Offender Specimen Collection and Drug Testing Services
Type: Request for Proposal - Other
Issue Date: 6/1/2022
Question Deadline: 6/16/2022 05:00 PM (CT)
Response Deadline: 7/7/2022 02:00 PM (CT)

Ship To Information

Address: Please refer to Purchase Order
McKinney, TX 75071

Billing Information

Address: Auditor
Admin. Building
Ste. 3100
2300 Bloomdale Rd.
Ste. 3100
McKinney, TX 75071

Bid Activities

Deadline to Submit Questions

6/16/2022 5:00:00 PM (CT)

Bid Attachments

LEGAL_NOTICE_2022-290.pdf

Legal Notice for 2022-290 Offender Specimen Collection and Drug Testing Services

[Download](#)

General_Instructions_Proposals_09.03.21.docx

General Instructions - Proposal - updated 09.03.21

[View Online](#)

Terms_of_Contract_Proposals_-_2.10.21.docx

Terms of Contract - Proposals

[View Online](#)

Insurance updated 1-26-2015.doc

Minimum Insurance Requirements

[View Online](#)

2022-290_RFP for Offender_Specimen_Collection_and_Testing.pdf

RFP Specifications for 2022-290 Offender Specimen Collection and Drug Testing Services

[View Online](#)

Attachment_A__Tests_Used_in_2021-2022.pdf

Attachment A - Panel Tests Used in 2021-2022

[View Online](#)

Attachment_B__Drugs_Tests_2021-2022.pdf

Attachment B - Drug Tests for 2021-2022

[View Online](#)

Attachment_C - Draft Agreement.pdf

Attachment C - Sample Contract

[View Online](#)

2022-290_Information_Regarding_Conflict_of_Interest_Questionnaire.pdf

Information Regarding Conflict of Interest Questionnaire

[View Online](#)

CIQ_113015.pdf

Conflict of Interest Questionnaire

[View Online](#)

Requested Attachments

Proposal/Response to RFP

(Attachment required)

W9

(Attachment required)

Conflict of Interest Questionnaire

Optional Screens Fees

Provide fees for any optional screens per section 5.19.4.

Bid Attributes

1	<p>eBid Notice</p> <p>Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
2	<p>Contact Information</p> <p>List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p>
3	<p>Solicitation Submittals</p> <p>Purchasing will temporarily only accept IFB, RFP, RFQ and Quote submittals electronically in Ionwave (eBid) or via parcel carrier until further notice. Please do not deliver your solicitation response in person. All bid openings will be completed on schedule and witnessed by Collin County Purchasing staff to ensure all procurement statutes, policies and state laws are followed. Please initial.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>

4 Exceptions

Do you take exception to the specifications? If so, by separate attachment, please state your exceptions.

Yes No

(Required: Check only one)

5 Insurance Acknowledgement

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.

(Required: Maximum 1000 characters allowed)

6 Subcontractors

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

(Required: Maximum 4000 characters allowed)

7 Reference No. 1

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

8 Reference No. 2

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

9 Reference No. 3

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

10 Debarment Certification

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Please initial.

(Required: Maximum 1000 characters allowed)

11 Immigration and Reform Act

I 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 by Collin County. Please initial.

(Required: Maximum 1000 characters allowed)

1
2 **Disclosure of Certain Relationships**

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071. Please initial.

(Required: Maximum 1000 characters allowed)

1
3 **Anti-Collusion Statement**

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.

(Required: Maximum 1000 characters allowed)

1
4 **Disclosure of Interested Parties**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016. Please initial.

(Required: Maximum 1000 characters allowed)

1
5 **Notification Survey**

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

- Plano Star Courier Plan Room Collin County eBid Notification Collin County Website
 Other

(Required: Check only one)

1
6 **Critical Infrastructure Affirmation**

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. Please initial.

(Required: Maximum 1000 characters allowed)

1
7 **Energy Company Boycotts**

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

1
8 **Firearm Entities and Trade Associations Discrimination**

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

1
9 **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

(Required: Check only one)

20 **Preferential Treatment**

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).

1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.

(Required: Maximum 4000 characters allowed)

21 **Proposer Acknowledgement**

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. 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 Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If 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 Request for Proposal. Please initial.

(Required: Maximum 1000 characters allowed)

Bid Lines

1 **Basic Screens: 5 Panel: Screen with Automatic Confirmation of Positives Amphetamine-Methamphetamine/Cocaine/Opiates/ Benzodiazepines/THC**

(Response required)

Quantity: 1 UOM: each Unit Price: \$ Total: \$

Supplier Notes: _____

 No bid
 Additional notes
(Attach separate sheet)

2 Basic Screens: 6 Panel: Screen with Automatic Confirmation of Positives
ETG/Amphetamine/Cocaine/Opiates/THC/Benzodiazepine

(Response required)

Quantity: 1 UOM: each Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

3 Basic Screens: ETG - Alcohol: Screen With Automatic Confirmation of Positives

(Response required)

Quantity: 1 UOM: each Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

4 Additional Screens: 7 Panel: Screen with Automatic Confirmation of Positives ETG,
Amphetamine/Methamphetamine, Barbiturates, Benzodiazepines, Cocaine, Opiates, and THC

(Response required)

Quantity: 1 UOM: each Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

5 Additional Screens: 8 Panel: Screen with Automatic Confirmation of Positives ETG,
Amphetamine/Methamphetamine, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine and THC

(Response required)

Quantity: 1 UOM: each Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

6 Additional Screens: All other drugs tested Automatic Confirmation of Positives

(Response required)

Quantity: 1 UOM: each Unit Price: \$ Total: \$

Item Notes: Please attach a spreadsheet with all other drugs listed and pricing per test.

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

7 Additional Screens: (oral fluid testing): 5 Panel – Amphetamine, Methamphetamine, Cocaine, Opiates, THC, (Screen with Automatic confirmation of positive)

(Response required)

Quantity: 1 UOM: each Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

8 Additional Screens: (oral fluid testing): 5 Panel – Barbiturates, Benzodiazepines, Methadone, PCP, Propoxyphene, (Screen with Automatic confirmation of positive)

(Response required)

Quantity: 1 UOM: each Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

9 Additional Screens: (oral fluid testing): 10 Panel - Amphetamine, Methamphetamine, Cocaine, Opiates, THC, Barbiturates, Benzodiazepines, Methadone, PCP, Propoxyphene, (Screen with Automatic confirmation of positive)

(Response required)

Quantity: 1 UOM: each Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

10 Additional Screens: (oral fluid testing): ETG, (Screen with Automatic confirmation of positive)

(Response required)

Quantity: 1 UOM: each Unit Price: \$ Total: \$

Item Notes:
Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "offeror" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said 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 proposal.

Print Name

Signature

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

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

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

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 ionWave Technologies, Inc. (Collin County eBid) 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 addenda which could ultimately render your Submittal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A Submittal may not be withdrawn or canceled by the 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 Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), 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 RFPs and CSPs submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP 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. RFPs and CSPs may be submitted in electronic format via Collin County eBid.

1.9 All RFPs and CSPs submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all RFPs and CSPs submitted in hard copy paper form. RFPs, and CSPs received in the Collin 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 RFP/CSP, 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 a RFP or CSP 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 the date specified in the solicitation. 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 Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/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. **Collin County eBid** <https://collincountytx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. 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 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP 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.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

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

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

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

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

1.20 Vendor shall bear any/all costs associated with its preparation of a RFP/CSP 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 Offerors during the solicitation process is subject to release under the Act.

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

1.23 Interlocal Agreement: Successful Offeror 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. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

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 Offeror upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

1.25 Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

2.0 TERMS OF CONTRACT

2.1 A 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.

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 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 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 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.11.1 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).

2.11.2 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).

2.12 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.

2.13 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.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 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.

2.17 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.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 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.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 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.
- 2.24 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.
- 2.25 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.
- 2.26 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.
- 2.27 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.
- 2.28 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.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the Collin County Purchasing Department within five (5) working days.
- 2.30 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.

2.31 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.

2.32 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 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 proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 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.

2.34 Delays and Extensions of Time when applicable:

2.34.1 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/Enginner may determine.

2.34.2 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.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

2.38 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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

3.0 INSURANCE REQUIREMENTS

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

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

3.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

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

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

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

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

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

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

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

3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

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

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

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

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. (§§ 5.18-5.25)
25	Firm Overview: Offeror's qualifications, including licenses and certifications, documented experience and, accomplishments in providing similar services (§ 6.2)
15	Client References: Offeror's past performance in providing similar services (§ 6.4)

40	Cost for services: Total Cost will be calculated using average number of screens per Attachment A, for (§ 5.19) 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/s 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/s 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 selected Offeror 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, 2022 through August 31, 2023 with two (2) one (1) year optional renewals.
- 5.4 Type of Contract: Any contract resulting from this solicitation will be in the form of the County Community Supervision and Corrections Department (CSCD)’s standard Services for Operations Agreement Community Supervision and Corrections Department agreement. (See Attachment C – Draft of Denton 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 is 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 Approximate Usage: Approximate usage does not constitute an order, but only implies the probable quantity Collin and/or Denton Counties will use. UA tests will be ordered on an as-needed basis. Any other governmental entity who has an Interlocal Agreement with Collin County and wishes to utilize this contract will contact the vendor directly and vendor will bill the entity for their usage. UA Tests will be ordered on an as-needed basis from these entities, as well. Collin County and Denton County shall make their own requests to the vendor and shall provide their own purchase orders and billing addresses for the products and/or services they require.
- 5.13 Approximate Value: The estimated value of the contracts is \$500,000 annual spend per contract. Collin County and Denton County will issue separate contracts. 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 the 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 the 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:

Event	Date
RFP Opens	6/1/2022
Questions Due from Vendors	6/16/2022
Responses Provided for Questions (estimated)	6/23/2022
RFP Closes and all Responses Due at 2 p.m. CST via eBid portal	7/7/2022
Virtual Presentations by Finalists	Late July 2022
Estimated Award of Solicitation	August 2022
Effective date of Contract	9/01/2022

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 **REQUIRED SERVICES:** The Offeror’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. Fees shall be inclusive of, but not limited to, UA tech filling out forms, collecting urine, transportation, testing, data entry, any-and-all necessary equipment, etc.

5.18.1 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.

5.18.1.1 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.

5.18.2 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.

5.18.3 Urinalysis services meeting the highest standards established by the state and federal governments.

5.18.4 Provide results in electronic format as described in section 5.24 within 48 hours of collection. Offeror is responsible for retrieving and transporting all specimens collected for laboratory testing from all locations daily (collection sites). A detailed chain-of-custody protocol for all specimens following collection shall be discussed in offeror’s response.

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

5.18.6 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&stylesheet=ctg_frontend&output=xml_no_dtd&getfields=description&searchDropdown=Tax&q=witness+fee+claim+form

5.18.7 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.

5.18.8 It is required that the Offeror’s lab be certified by one of the following:

- Substance Abuse and Mental Health Services Administration (SAMSHA)
- TX DPS
- College of American Pathologist (CAP)

Offeror shall state their lab certifications and provide copies of any certifications with your proposal. In addition, please include all business license information and other credentials that indicate the Offeror is in good standing to conduct business.

5.18.9 On the pricing sheet, please state a percent discount that will be applied to services for either Collin or Denton County staff have to perform a UA test due to Offeror’s staff being absent and/or unavailable during working hours.

5.18.10 Offerors are required to have their staff member on site for a minimum of 40 hours per week.

5.19 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.

5.19.1 Collection Data: Normal field collections and testing data during September 2021 through April 2022, see Attachment A.

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

5.19.2.1 Collin uses 6 panel with ETG and Denton will use a 7 panel with ETG (and no PCP).

- 5.1922 Five (5) Panel Screen – amphetamine/methamphetamine, benzodiazepine, cocaine, Opiates, THC, and automatic confirmation by LC/MS/MS if screening is positive.
 - 5.1923 Six (6) Panel Screen – amphetamine/Methamphetamine, benzodiazepine, cocaine, Opiates, THC and ETG and automatic confirmation by LC/MS/MS if screening is positive.
 - 5.1924 ETG – Alcohol and automatic confirmation by LC/MS/MS if screening is positive
 - 5.1925 Seven (7) Panel Screen – ETG, Amphetamine/Methamphetamine, Barbiturates, Benzodiazepines, Cocaine, Opiates, and THC and automatic confirmation by LC/MS/MS if screening is positive.
 - 5.1926 Eight (8) Panel Screen with Automatic Confirmation of Positives ETG, Amphetamine/Methamphetamine, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine and THC
 - 5.1927 Additional Screens: Per the line listings, please provide an attachment with all other drugs tested upon an Automatic Confirmation of Positives with pricing
- 5.19.3 Optional Screens: Additionally, an officer may have an indication of use for another substance, such as steroids, ecstasy, or laboratory test results indicate a need for supplemental testing. The lab shall also 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 shall 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. This pricing will not be part of the cost of the evaluation due to the low usage and one-off nature of these tests, but will be considered firm pricing for these tests if the need arises.
- 5.193.1 Provide a description of the quality control procedures for specimen collection.
 - 5.193.2 Provide Urinalysis Testing Procedures and list of supplies.
- 5.20 Collection Location and Hours of Operation:
The contracted laboratory shall provide collectors on-site at two CSCD locations:
- 5.2021 Collin SCSD - 900 E. Park, Plano, TX. 1 male and 1 female tech on site. Times to be negotiated with winning offeror.
 - 5.2022 Collin SCSD - 2100 Bloomdale Road, McKinney, TX. 1 male and 1 female tech on site. Times to be negotiated with winning offeror.
 - 5.2023 Denton CSCD - 650 S. Mayhill Road, Denton, TX 76208. 1 male and 1 female tech on site. Times to be negotiated with winning offeror.

5.2024 Lewisville CSCD - 400 N. Valley Parkway, Suite 1064, Lewisville, TX 75067. 1 male and 1 female tech on site. Times to be negotiated with winning offeror.

5.21 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.

5.21.1 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"

5.21.2 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."

5.21.3 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.

5.21.4 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.

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

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

5.23 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 provider and provide adequate details about the provider. All Third-party providers must be identified and approved by CSCD.

5.24 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.

5.24.1 Financial – Monthly Billing Invoice (Excel is preferred) - Listing of all tests with the following information: Probationer, Cause#, Date, Chain-Of-Custody #, Test Panel Code, Charge to CSCD. If other departments/programs within the County need to use this contract, offeror need to be able to bill invoice separately to different departments/programs.

5.24.2 Statistical Reports to include the following information:

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

5.24.2.2 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.

5.24.2.3 Comparison between screens and confirmations.

5.24.2.4 Report of Results with Multiple Positives

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

5.24.4 RUDTP Logs (Formatted ASCII Text Files):

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

5.24.4.2 Weekly list of current active enrollments.

5.25 Implementation Plan:

5.25.1 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.

5.25.2 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 5.18 through 5.25 and 6.2 through 6.5 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: Michelle Michaelis, Buyer II
2300 Bloomdale, Suite 3160
McKinney, TX 75071

The envelope in which the proposal is enclosed must be marked:

SEALED PROPOSAL
RFP 2022-290 OFFENDER SPECIMENT COLLECTION AND DRUG TESTING
SERVICES

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 mmichaelis@co.collin.tx.us, Michelle Michaelis, Buyer II.

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, 2011, 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, 2011, 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) verifiable 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 5.19 via <http://collincountytx.ionwave.net>

6.5.7 Provide fees per section 5.19.2.7 as an attachment within the proposal.

6.6 VIRTUAL PRESENTATION

Offeror's may be asked to participate in a virtual presentation prior to award to demonstrate their product and/or clarify any questions that the evaluating committee might have.

7.0 EXCEPTIONS TO RFP

The exception table shall be completed for any exception from requirements identified in this RFP or any RFP attachments. 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

ATTACHMENT A

TOTAL TESTS

	5 Panel screen*	5 Panel screen*	6 Panel screen**	6 Panel screen**	7 Panel screen***	7 Panel screen***	8 Panel screen****	8 Panel screen****	ETG screen	ETG screen
	Collin County	Denton County	Collin County	Denton County	Collin County	Denton County	Collin County	Denton County	Collin County	Denton County
Sept '21	339	0	1377	0	0	0	209	794	0	0
Oct '21	366	0	1339	0	1	0	155	2197	0	0
Nov '21	349	0	1460	0	0	0	169	2245	0	0
Dec '21	329	0	1482	0	0	0	198	2264	0	1
Jan '22	240	0	1108	0	0	0	132	2169	0	0
Feb '22	331	0	1487	0	0	0	141	2097	0	0
March '22	449	0	1660	0	0	0	149	2474	0	1
April '22	390	0	1467	0	0	0	136	2498	0	1
Totals	2793	0	11380	0	1	0	1289	16738	0	3
Average	349	0	1423	0	0	0	161	2092	0	0.375

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

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

*** 7 Panel: Screen with Automatic Confirmation of Positives ETG, Amphetamine/Methamphetamine, Barbiturates, Benzodiazepines, Cocaine, Opiates, and THC

****8 Panel: Screen with Automatic Confirmation of Positives ETG, Amphetamine/Methamphetamine, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine and THC

CSCD DRUG TESTS

COLLIN COUNTY

	SEP '21	OCT '21	NOV '21	DEC '21	JAN '22	FEB '22	MARCH '22	APRIL '22
DRUG								
5 Panel Urine Tests	339	366	349	329	240	331	449	390
6 Panel Urine Tests	1377	1339	1460	1482	1108	1487	1660	1467
Ecstasy	0	0	0	0	0	0	0	0
Heroin	(part of the 5 and 6 panel test for opiates)							
LSD	0	0	0	0	0	0	0	0
Methadone	0	0	0	0	0	0	0	0
Propoxyphene	0	0	0	0	0	0	0	0
Ketamine	0	0	0	0	0	0	0	0
Buprenorphine	3	1	0	0	0	0	0	0
Spice plus Kraton	1	0	0	0	0	1	0	0
Steroids	0	1	0	0	0	0	0	0

NOTES for Collin County CSCD: With our current vendor, the 5-, 6-, and 8- panels are static. We do not substitute one drug for another within the standard panel. Thus, a 6-panel will always test for ETG, amphetamine-methamphetamine, cocaine, opiates, benzodiazepines, and THC. Specialty drugs or drugs outside of the standard panel can be added for an additional cost

DENTON COUNTY

	SEP '21	OCT '21	NOV '21	DEC '21	JAN '22	FEB '22	MARCH '22	APRIL '22
DRUG								
8 Panel Urine Tests	794	2197	2245	2264	2169	2097	2474	2498
Ecstasy	3	31	28	32	28	38	44	29
Heroin	3	29	23	26	21	28	31	19
LSD	5	12	12	17	17	19	19	16
Methadone	8	31	25	32	27	35	35	29
Propoxyphene	1	1	1	0	1	3	3	1
Ketamine	0	0	0	1	0	1	1	0
Buprenorphine	1	0	0	0	0	0	0	0
Morphine	11	0	0	0	0	0	0	0

NOTES for Denton County CSCD:

8 Panel Testing Conducted; however, the contractor allowed CSCD to swap out various drugs. The 8 listed are standard for their CSCD; additional specialty panels could be added for an additional cost.. September numbers were low due to Omicron Variant.

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

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

_____ ("VENDOR")

_____ Address

_____ City, State, Zip

as of the ___ day of _____, 2022.

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 _____, 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 \$500,000.00 per fiscal year (September 1-August 31) for September 1, 2020, through August 31, 2022. 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:

The pricing below reflects the total price for specimen collection, testing, and automatic confirmation.

8-Panel Urine/Oral Fluid Drug Test: \$.00 Per Specimen
(*to include 7 standard drugs and 1 specialty drug).

5-Panel Hair Follicle Drug Test: \$.00 Per Specimen

Additional Testing as listed in VENDOR'S Operational Plan

1.2 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 as outlined in the Operational Plan.

- A. VENDOR shall provide staff trained in the collection of human urine, oral fluid, and/or hair specimens (at least one male and one female) at the Denton and Lewisville locations Monday through Friday, except county holidays, between the hours of 9:00 am – 1:00 pm and 2:00 pm – 6:00 pm.
- B. VENDOR shall provide a system that randomly selects and notifies probationers of the requirement to submit to urine testing on any given business day. The responsibility to obtain notification may rest with the probationer.
- C. VENDOR shall submit the standard 8-panel urine specimen test results in an electronic format within 48 business hours of collection. VENDOR shall submit urine test results for some specialized panels, including but not limited to: synthetic stimulants, synthetic cannabinoids, and "street fentanyl" in an electronic format within 7 business days of collection. VENDOR shall submit hair follicle test results in an electronic format within 5 business days of collection.
- D. VENDOR shall be responsible for the retrieval and delivery of all specimens collected from the Denton and Lewisville locations on a daily basis. VENDOR will also retrieve and deliver any collected specimens by CSCD staff from the Frisco, Cross Roads, and

Flower Mound offices as needed. CSCD will be responsible for notifying VENDOR in such an instance.

- E. Oral fluid specimens may be substituted for urine specimens only when same sex collection is impossible for a legitimate medical reason (i.e. client is transitioning to a different gender).

1.3 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.

1.4 Performance Measures. The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist Defendants to change their behavior and become productive, contributing members of society by leading a life free of crime. Performance Measures, along with applicable adjustments, are as follows:

Strategy 1: Urine specimen results will be reported both qualitatively and quantitatively.

Measures: 100% of test results identified as positive will include the nanogram per milliliter concentration of the drug testing positive.

Adjustments: For each positive urine test result that does not indicate the nanogram per milliliter concentration of the drug testing positive, 50% of the cost of that test will be refunded.

Strategy 2: Monthly invoices will be accurately and timely submitted.

Measures: 100% of invoices will be submitted no later than five (5) business days following the end of the previous month.

Adjustments: For each invoice received later than the fifth business day of each month, one percent (1%) of the total invoice will be refunded.

Strategy 3: Drug testing results must be timely submitted to the CSCD.

Measures: 100% of the standard 8-panel urine drug testing results will be reported to the CSCD within 48 business hours of collection; 100% of hair follicle drug testing results will be reported to the CSCD within 5 business days of collection.

Adjustments: For each drug test result not reported to the CSCD within the established time frame above, 50% of the cost of that test will be refunded.

Strategy 4: VENDOR shall provide adequate collection staff.

Measures: A minimum of 95% of monthly urine collections shall be collected by VENDOR's staff during the hours agreed upon in Section 1.2 A. of this agreement.

Adjustments: Should CSCD staff collect more than 5% of the urine specimens during the hours agreed upon in Section 1.2 A. of this agreement in any given month, 1% of that month's invoice will be refunded.

1.5 Negotiation. The VENDOR will document performance measures and evaluation criteria submitted as the **Operational Plan** (if applicable). DEPARTMENT can negotiate with the VENDOR during the term of the AGREEMENT to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.

1.6 Referrals. The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of services. If the Defendant is determined to be in need of additional or different services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan, if applicable.

1.7 Court Testimony. VENDOR agrees to provide testimony in court and/or litigation packages, if required, at no additional cost to the DEPARTMENT.

1.8 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.

1.9 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.

1.10 Other. DEPARTMENT reserves the right to remove any VENDOR staff member from performing the services provided in this contract whenever DEPARTMENT identifies a conflict of interest.

1.11 Other. VENDOR shall agree not to set an unreasonable time limit on subsequent attempts to provide a sample when a client cannot submit a sample on the first attempt. VENDOR'S policy regarding subsequent attempts must be pre-approved by DEPARTMENT.

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 Owning. 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 C. 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 B).

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 Denton County, Texas by:

DEPARTMENT: Denton County Community Supervision & Corrections Department

BY: _____

TITLE: _____

DATE: _____

VENDOR: _____

BY: _____

TITLE: _____

DATE: _____

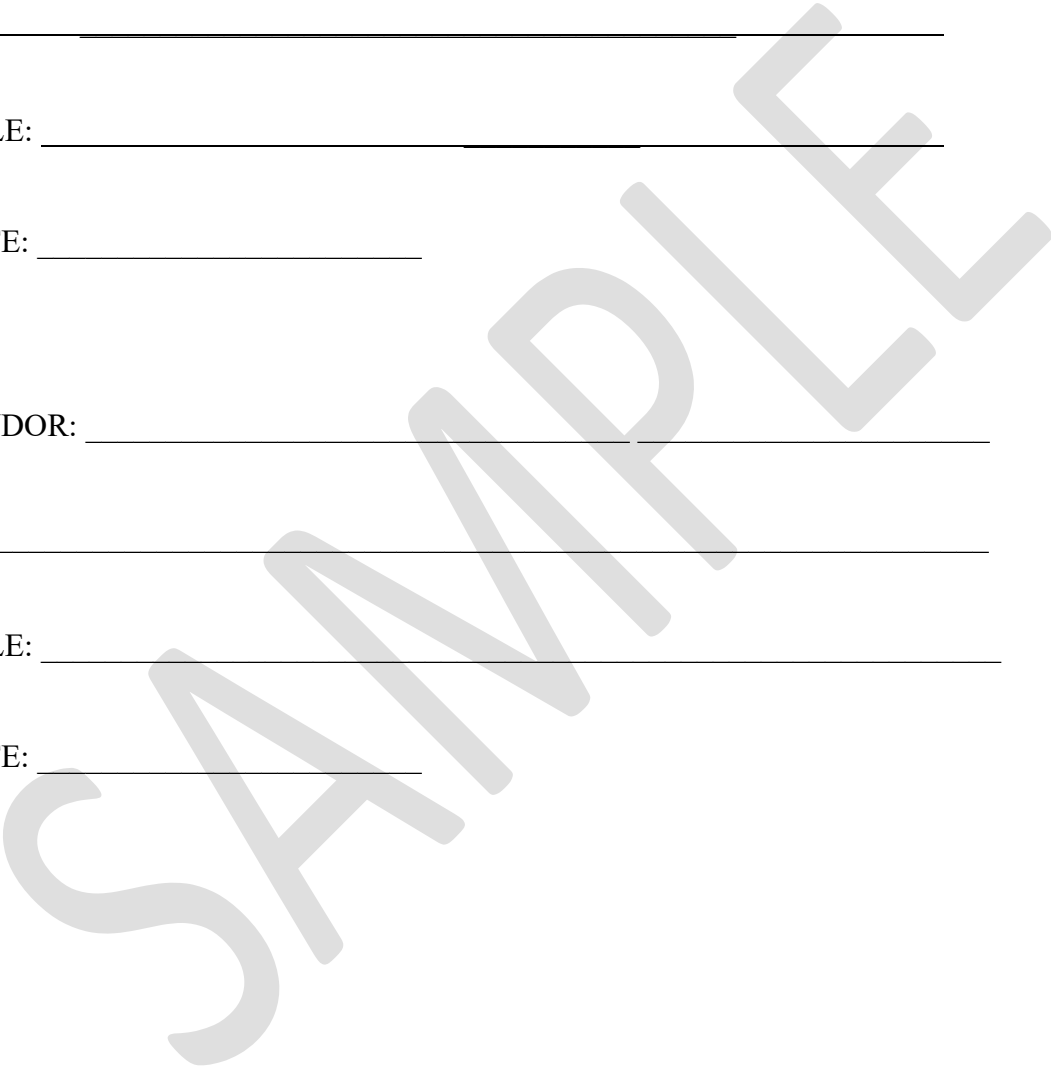


EXHIBIT A

Vendor Operational Plan

(Required for Contracts with Each Vendor Over \$100,000 & TAIP Vendors)

SEE RFP

SAMPLE

EXHIBIT B
Monthly Invoice Example

Denton County CSCD
 Attn: XXXXXX
 XXXXXXX
 XXXXX, TX

Company Name
 Address
 Phone #

Date: _____
 Billing Month: _____
 Invoice# _____

Service:	Units:	Rate:	Total:
8 Panel Standard	6	\$XX.00	\$XX.00
7 Plus 1 Specialty	28	\$XX.00	\$XXX.00
			Total:
			\$XXX.00

EXHIBIT C

Unallowable Costs

1. 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;
2. Alcoholic beverages;
3. Bad debts;
4. Building and land purchase, {with the exception of community corrections facilities (Tex. Gov't Code, § 76.010)}, rental purchase, lease purchase, renovation;
5. Cash payments to intended recipients of services;
6. 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;
7. Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;
8. Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services;
9. Fines and Penalties;
10. Firearms, Firearm Components, and Ammunition;
11. Fundraising; Marketing; and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only);
12. Legislative expenses for payment to any elected official from funds received from the CSCD;
13. Lobbying;
14. 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 CSCD; and
15. Tobacco Products.

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytx.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Yoon Kim, Director of Collin County CSCD

Larry Pintar, Assistant Director of Collin County CSCD

Toby Ross, Director of Denton County CSCD

Chris Alexander, Assistant Director of Denton County CSCD

Taylor Mariam, Supervisor of Denton County CSCD

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon, Assistant Purchasing Agent

Michelle Michaelis, Buyer II

Commissioners Court:

Chris Hill – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Darrell Hale – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

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

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

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

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

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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