



Company Name:

TARRANT COUNTY
PURCHASING DEPARTMENT

MELISSA LEE, C.P.M., A.P.P.
PURCHASING AGENT

CHRIS LAX, CPSM
ASSISTANT PURCHASING AGENT

RFP NO. 2022-018

**REQUEST FOR PROPOSALS
FOR
ANNUAL CONTRACT FOR
DRUG AND ALCOHOL LABORATORY
TESTING SERVICES**

**PROPOSALS DUE OCTOBER 28, 2021
2:00 P.M. C.S.T**

RFP NO. 2022-018

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This Table of Contents is intended as an aid to Respondents and not as a comprehensive listing of the proposal package. Respondents are responsible for reading the entire proposal package and complying with all specifications.

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PRE-PROPOSAL CONFERENCE

All Respondents are encouraged to attend a Pre-Proposal Conference.

A Pre-Proposal GoToMeeting Video Conference will be held:

MONDAY, OCTOBER 18, 2021 AT 2:00 P.M., CST

RSVP: Vendors planning to attend the Pre-Proposal GoToMeeting Video Conference must RSVP to Wanyu Chen, Senior Buyer, via fax 817-884-2629 or, if unable to fax, email to BidQuestions-RSVP@tarrantcounty.com by 5:00 p.m. CST, Friday, October 15, 2021. Confirmed receipt by Tarrant County of this email is required.

A RSVP must be completed by each company representative wishing to participate in the GoToMeeting and an email address must be provided for each.

After the RSVP deadline, a GoToMeeting invitation will be sent to participants.

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

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Tarrant County is soliciting proposals for its **RFP FOR ANNUAL CONTRACT FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES** for the **COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT**.

Original and Five (5) Copies
OF
COMPLETED PROPOSALS
MUST BE RECEIVED IN THE
TARRANT COUNTY PURCHASING DEPARTMENT
AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76196-0104
ON OR BEFORE OCTOBER 28, 2021 AT 2:00 P.M.

All proposals are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All proposals must be clearly marked with the Proposal Number, the name of the company submitting the proposal package, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. The original proposal must be clearly marked "**ORIGINAL**" and contain all original signatures. "No-Bid" response to be returned on the form included in the section under Forms.

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

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

Tarrant County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this proposal. Tarrant County is not exempt from Surplus Lines Tax or Texas Stamping Tax.

Tarrant County reserves the right to accept or reject in part or in whole any proposals submitted and to waive any technicalities for the best interest of Tarrant County.

No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the proposal specifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee. Requests from interested bidders for additional information or interpretation of the information included in the specifications should be directed in writing, via fax or via email, to:

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WANYU CHEN, SENIOR BUYER

Fax: 817-884-2629

Email: BidQuestions-RSVP@tarrantcounty.com

All documents relating to this proposal including but not limited to, the proposal document, questions and their responses, addenda and special notices will be posted under the proposal number on the Tarrant County website and available for download by interested parties. No documents will be faxed or emailed after the initial Notice of Intent prior to award. **It is the Respondent's sole responsibility to review this site and retrieve all related documents prior to the Proposal due date.**

The deadline for receipt of all questions is 12:00 p.m., CST, Tuesday, October 19, 2021. After this deadline, all questions and responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed Wanyu Chen, Senior Buyer, via fax at **817-884-2629** or, if unable to fax, emailed to BidQuestions-RSVP@tarrantcounty.com.

Faxed Questions: Faxed questions **must** reflect the RFB number **or** include the RFB cover page.

Emailed Questions: The email **must** include the RFB No. in its subject and confirmation of receipt by Tarrant County is **required**.

All Proposal Response Forms and questionnaires must be fully completed and included in your response. Detailed specifications have been provided, and any deviations or exceptions must be referenced on the designated response forms that have been provided. Unless deviations are specifically stated herein, benefits will be provided according to the specifications at no additional charge.

The Proposal is issued in compliance with the County Purchasing Act, Section 262.030. Negotiations may be conducted with responsible Respondent(s) who submit Proposals determined to be reasonably susceptible of being selected for award.

It is the Respondent's sole responsibility to print and review all pages of the Proposal document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on this form renders the Proposal non-responsive. Failure to complete and submit all required forms, including but not limited to References, Compliance with Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire Proposal.

CONFIDENTIALITY: Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Texas Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked **"CONFIDENTIAL INFORMATION"** and **EACH PAGE** must be marked **"CONFIDENTIAL INFORMATION."** Tarrant County will make every effort to protect these papers from public disclosure as outlined in Texas Local Government Code, Section 262.030(c).

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The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Tarrant County is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to a Proposal is "confidential" will not be treated as such if Tarrant County receives a request for a copy of the Proposal. Tarrant County will, of course, make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information per the procedure outlined in Texas Government Code Section 552.305. Notice to your company under Section 552.305 may be sent via either certified mail or e-mail using the contact information provided by you on the signature form. Please be advised that Tarrant County cannot and will not make an agreement to withhold information from the public contrary to Tarrant County's responsibilities under the Act.

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

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

All proposals shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of the proposal. Tarrant County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Proposals which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Tarrant County Purchasing Agent, the review, inspection, and processing procedures can be completed as specified.

Invoices shall be sent directly to the Tarrant County Auditor's Office, Attention: Accounts Payable, 100 East Weatherford, Room 506, Fort Worth, Texas 76196, or email to SAP-invoices@tarrantcounty.com. In accordance with the Prompt Payment Act, it is the intention of Tarrant County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Tarrant County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

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

The **contract may be terminated** by either party upon written thirty (30) day notice prior to cancellation.

Proposals will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistency of any kind. However, Tarrant County reserves the right to waive any inconsistencies and to make an award in the best interest of Tarrant County.

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Proposals may be deemed non-responsive, among other reasons, for any of the following specific reasons:

1. Proposals containing any inconsistencies.
2. Unbalanced value of any items.

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

1. Reason for believing collusion exists among the Respondents.
2. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated.
3. The Respondent being interested in any litigation against Tarrant County.
4. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work that in the judgment of Tarrant County will prevent or hinder the prompt completion of additional work, if awarded.
7. Respondents shall not owe delinquent property tax in Tarrant County.
8. Respondent's past performance record with Tarrant County.
9. Limited competition.

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

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

Audit Clause: The Vendor must agree that Tarrant County will, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Vendor involving those transactions related to this solicitation. The vendor must agree that Tarrant County will have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. Tarrant County will provide the Vendor with reasonable advance notice of intended audits. The Vendor must provide records within ten (10) business days or a mutually agreed upon timeline.

TO THE EXTENT PERMITTED BY LAW, RESPONDENT AGREES TO DEFEND, INDEMNIFY AND HOLD TARRANT COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL

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INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (I) RESPONDENT'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF RESPONDENT, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

THE SUCCESSFUL RESPONDENT(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

RESPONDENT(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS AND PAY ALL TAXES AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. RESPONDENT ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. RESPONDENT ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS:** Vendor(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by Tarrant County Purchasing Department. At Tarrant County's and CSCD's option and approval by the Vendor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**
2. **RENEWAL OPTIONS:** Tarrant County and Tarrant County CSCD reserve the right to exercise an option to renew the contract of the Respondent for two (2) additional twelve (12) month periods, provided such option is stipulated in the Special Conditions and agreed upon by all parties. If Tarrant County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Tarrant County may rescind its option and seek a new solicitation.
3. **SECONDARY/ALTERNATE AWARD:** Secondary or Alternate Vendors serve in a backup capacity only. In the event the Primary is unable to honor the terms and conditions of the contract, the Secondary Vendor(s) may be called. If the Secondary Vendor is unable to honor the terms and conditions of the contract the Alternate Vendor(s) may be called. The Primary Vendor is the first contact. Use of the Secondary or Alternate Vendor(s) must be approved, in writing, by the Tarrant County Purchasing Agent or his designee in compliance with Texas Local Government Code 262.027(g).
 - A. In the event the Secondary or Alternate Vendors are called upon, they will offer the materials and services at their awarded price(s), or better. Any attempt to increase their awarded price(s) may cause the removal of the Vendor from the contract. Calling upon the Secondary or Alternate Vendors does not necessarily affect the status of any awarded Vendor, including the Primary Vendor.
 - B. If a Secondary or Alternate Vendor represents themselves as the Primary Vendor without written authorization from the Tarrant County Purchasing Agent, or his designee, the Secondary or Alternate Vendor may be removed from the contract.
 - C. Would you, as the Vendor, be willing to accept a Secondary or Alternate Award based on the above?

_____Yes _____No

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. **COOPERATIVE PURCHASING:** Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among governmental entities that participate in its Cooperative Purchasing Program. Cooperative Purchasing can be a great benefit to Tarrant County Vendors by providing an avenue to offer materials and services to participating entities. A current list of participating entities is included in this solicitation and an up-to-date list can be found on the Tarrant County website.

- A. Should other Governmental Entities decide to participate in the contract, would you, as the Vendor, agree that all terms, conditions, specifications, and pricing would apply? **A “NO” answer could result in complete rejection of the proposal.**

_____Yes _____No

1. If you, the Vendor, checked yes, the following will apply:
 - a. Governmental Entities utilizing Intergovernmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials and services under the contract(s) awarded because of the solicitation. All purchases by Governmental Entities other than Tarrant County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Tarrant County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material and services as needed.
 - b. Delivery to governmental entities located within Tarrant County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Tarrant County shall be negotiated between the Vendor and each governmental entity.
 - c. Tarrant County utilizes County Purchase Orders as its primary means of encumbering funds and pays for goods and services utilizing Vendor invoices. In the event Governmental Entities utilizing Intergovernmental Contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the Vendor to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the Vendor.
 - d. Vendor(s) awarded contract(s) resulting from proposal will be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. The information should be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County.

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- d. Vendor(s) awarded contract(s) resulting from proposal will be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. The information should be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County.

RFP FOR ANNUAL CONTRACT FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

1. ALAMO COMMUNITY COLL DISTRICT	63. CITY OF BAYTOWN	125. CITY OF FLOYDADA
2. ALAMO HEIGHTS ISD	64. CITY OF BEDFORD	126. CITY OF FOREST HILL
3. ALEDO ISD	65. CITY OF BELLMEAD	127. CITY OF FORNEY
4. ALLEN ISD	66. CITY OF BELLS	128. CITY OF FORT WORTH
5. ALVARADO ISD	67. CITY OF BENBROOK	129. CITY OF FRISCO
6. ALVORD ISD	68. CITY OF BIG SPRING	130. CITY OF FULSHEAR
7. ANNA FIRE DEPARTMENT	69. CITY OF BLUE MOUND	131. CITY OF GAINESVILLE
8. ANDERSON COUNTY	70. CITY OF BONHAM	132. CITY OF GALENA PARK
9. ANDREWS COUNTY	71. CITY OF BOVINA	133. CITY OF GALVESTON
10. ARANSAS COUNTY	72. CITY OF BOWIE	134. CITY OF GANADO
11. ARGYLE ISD	73. CITY OF BOYD	135. CITY OF GARLAND
12. ARLINGTON ISD	74. CITY OF BRIDGE CITY	136. CITY OF GATESVILLE
13. ARMSTRONG COUNTY	75. CITY OF BRIDGEPORT	137. CITY OF GEORGETOWN
14. ASPERMONT ISD	76. CITY OF BROWNWOOD	138. CITY OF GLEN HEIGHTS
15. ATASCOSA COUNTY	77. CITY OF BRYAN	139. CITY OF GODLEY
16. AUBREY ISD	78. CITY OF BUDA	140. CITY OF GRANBURY
17. AZLE ISD	79. CITY OF BURKBURNETT	141. CITY OF GRAND PRAIRIE
18. BAILEY COUNTY	80. CITY OF BURLESON	142. CITY OF GRAND SALINE
19. BASTROP COUNTY	81. CITY OF CADDO MILLS	143. CITY OF GRAPEVINE
20. BASTROP ISD	82. CITY OF CANTON	144. CITY OF GREENVILLE
21. BELL COUNTY	83. CITY OF CARROLLTON	145. CITY OF HALTOM CITY
22. BENBROOK WATER AUTHORITY	84. CITY OF CASTLE HILLS	146. CITY OF HARLINGEN
23. BETHANY SPEC UTILITY DIST	85. CITY OF CEDAR HILL	147. CITY OF HASLET
24. BEXAR COUNTY	86. CITY OF CEDAR PARK	148. CITY OF HEATH
25. BIRDVILLE ISD	87. CITY OF CELESTE	149. CITY OF HEWITT
26. BLUE RIDGE FIRE DEPARTMENT	88. CITY OF CELINA	150. CITY OF HITCHCOCK
27. BOSSIER PARISH SHERIFF'S OFFICE	89. CITY OF CIBOLO	151. CITY OF HORIZON CITY
28. BOSQUE COUNTY	90. CITY OF CLEBURNE	152. CITY OF HUDSON OAKS
29. BRANCH FIRE DEPARTMENT	91. CITY OF COCKRELL HILL	153. CITY OF HUNTSVILLE
30. BRAZORIA COUNTY	92. CITY OF COLLEYVILLE	154. CITY OF HURST
31. BRAZOS COUNTY	93. CITY OF COLUMBUS	155. CITY OF HUTCHINS
32. BREWSTER COUNTY	94. CITY OF COLORADO CITY	156. CITY OF HUTTO
33. BRIAR VOLUNTEER FIRE DEPT.	95. CITY OF COMBINE	157. CITY OF INGLESIDE
34. BROOKS CNTY CNSTBLS. PRECS 1-4	96. CITY OF COMMERCE	158. CITY OF IRVING
35. BROWN COUNTY	97. CITY OF CONVERSE	159. CITY OF ITALY
36. BULVERDE POLICE DEPARTMENT	98. CITY OF COPPELL	160. CITY OF JACKSBORO
37. BURNET COUNTY	99. CITY OF COPPERAS COVE	161. CITY OF JACKSONVILLE
38. BYNUM ISD	100. CITY OF CORINTH	162. CITY OF JONESTOWN
39. CAMERON COUNTY	101. CITY OF CORSICANA	163. CITY OF JEFFERSON
40. CANTON ISD	102. CITY OF CROWLEY	164. CITY OF JUSTIN
41. CANYON ISD	103. CITY OF CUMBY	165. CITY OF KATY
42. CARROLL ISD	104. CITY OF DALWORTHINGTON GRDN	166. CITY OF KEENE
43. CARROLLTON-FARMERS BRANCH ISD	105. CITY OF DE LEON	167. CITY OF KELLER
44. CASTLEBERRY ISD	106. CITY OF DECATUR	168. CITY OF KENNEDALE
45. CEDAR HILL ISD	107. CITY OF DEER PARK	169. CITY OF KERMIT
46. CHAMBERS COUNTY	108. CITY OF DENISON	170. CITY OF KILLEEN
47. CHEROKEE COUNTY	109. CITY OF DENTON	171. CITY OF KINGSDALE
48. CITY OF ALEDO	110. CITY OF DESOTO	172. CITY OF KRUM
49. CITY OF ALLEN	111. CITY OF DIBOLL	173. CITY OF KYLE
50. CITY OF ALVORD	112. CITY OF DUNCANVILLE	174. CITY OF LAFERIA
51. CITY OF AMARILLO	113. CITY OF EARLY	175. CITY OF LA GRULLA
52. CITY OF ANDREWS	114. CITY OF EASTLAND	176. CITY OF LA VERNIA
53. CITY OF ANGLETON	115. CITY OF EL PASO	177. CITY OF LAKE DALLAS
54. CITY OF ANNA	116. CITY OF ELECTRA	178. CITY OF LAKE WORTH
55. CITY OF ARLINGTON	117. CITY OF EMORY	179. CITY OF LANCASTER
56. CITY OF ATHENS	118. CITY OF ESCOBARES	180. CITY OF LAREDO
57. CITY OF AUBREY	119. CITY OF EULESS	
58. CITY OF AUSTIN	120. CITY OF EVERMAN	
59. CITY OF AZLE	121. CITY OF FARMERS BRANCH	
60. CITY OF BALCH SPRINGS	122. CITY OF FARMERSVILLE	
61. CITY OF BANGS	123. CITY OF FERRIS	
62. CITY OF BASTROP	124. CITY OF FLORESVILLE	

RFP FOR ANNUAL CONTRACT FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

181.	CITY OF LEAGUE CITY	242.	CITY OF SANGER	303.	DIANA SPECIAL UTILITY DISTRICT
182.	CITY OF LEANDER	243.	CITY OF SANSOM PARK	304.	DUNCANVILLE ISD
183.	CITY OF LEWISVILLE	244.	CITY OF SEABROOK	305.	DUVAL COUNTY
184.	CITY OF LINDALE	245.	CITY OF SEAGOVILLE	306.	EAGLE MOUNTAIN-SAGINAW ISD
185.	CITY OF LITTLE ELM	246.	CITY OF SHERMAN	307.	EAST TEXAS COUNCIL OF GOVS.
186.	CITY OF LITTLEFIELD	247.	CITY OF SOUR LAKE	308.	EASTLAND COUNTY
187.	CITY OF LIVE OAK	248.	CITY OF SOUTHLAKE	309.	ECTOR COUNTY
188.	CITY OF LUBBOCK	249.	CITY OF SOUTHMAYD	310.	ECTOR COUNTY ISD
189.	CITY OF LUCAS	250.	CITY OF SPRING VALLEY VILLAGE	311.	EDDY COUNTY, NM
190.	CITY OF LUFKIN	251.	CITY OF SPRINGTOWN	312.	EL PASO COUNTY
191.	CITY OF LUMBERTON	252.	CITY OF STEPHENVILLE	313.	EL PASO CNTY HOSP DIST DBA...
192.	CITY OF MANSFIELD	253.	CITY OF SULPHUR SPRINGS	314.	ELECTRA ISD
193.	CITY OF MARSHALL	254.	CITY OF TAFT	315.	ELLIS COUNTY
194.	CITY OF McALLEN	255.	CITY OF TAYLOR	316.	ERATH COUNTY
195.	CITY OF MCKINNEY	256.	CITY OF TEMPLE	317.	EVERMAN ISD
196.	CITY OF MELISSA	257.	CITY OF TERRELL	318.	FANNIN COUNTY
197.	CITY OF MERKEL	258.	CITY OF TEXARKANA, AR	319.	FARMERSVILLE ISD
198.	CITY OF MESQUITE	259.	CITY OF TEXARKANA, TX	320.	FLOYD COUNTY
199.	CITY OF MIDLOTHIAN	260.	CITY OF THE COLONY	321.	FORNEY ISD
200.	CITY OF MINEOLA	261.	CITY OF UNIVERSAL CITY	322.	FORT BEND COUNTY
201.	CITY OF MINERAL WELLS	262.	CITY OF UNIVERSITY PARK	323.	FORT BEND COUNTY ESD#2
202.	CITY OF MORGAN'S POINT RESORT	263.	CITY OF VAN ALSTYNE	324.	FORT BEND COUNTY ESD#7
203.	CITY OF MURPHY	264.	CITY OF VENUS	325.	FORT WORTH HOUSING AUTHORITY
204.	CITY OF NACOGDOCHES	265.	CITY OF VERNON	326.	FORT WORTH ISD
205.	CITY OF NEDERLAND	266.	CITY OF WACO	327.	FORT WORTH TRANSP AUTHORITY
206.	CITY OF NEW BRAUNFELS	267.	CITY OF WATAUGA	328.	FRANKLIN COUNTY
207.	CITY OF NORTH RICHLAND HILLS	268.	CITY OF WAXAHACHIE	329.	FREESTONE COUNTY
208.	CITY OF ODESSA	269.	CITY OF WEATHERFORD	330.	FRISCO ISD
209.	CITY OF OVILLA	270.	CITY OF WESTWORTH VILLAGE	331.	GLASSCOCK COUNTY
210.	CITY OF PALESTINE	271.	CITY OF WHITE SETTLEMENT	332.	GOLIAD COUNTY
211.	CITY OF PARKER	272.	CITY OF WHITESBORO	333.	GONZALES COUNTY
212.	CITY OF PASADENA	273.	CITY OF WHITEWRIGHT	334.	GRAND PRAIRIE ISD
213.	CITY OF PELICAN BAY	274.	CITY OF WILLS POINT	335.	GRANDVIEW POLICE DEPT.
214.	CITY OF PERRYTON	275.	CITY OF WILMER	336.	GRAPEVINE\COLLEYVILLE ISD
215.	CITY OF PHARR	276.	CITY OF WINNSBORO	337.	GRAYSON COUNTY
216.	CITY OF PLANO	277.	CITY OF WYLIE	338.	GREENVILLE ISD
217.	CITY OF PORT ISABEL	278.	CLAY COUNTY	339.	GREGG COUNTY
218.	CITY OF POTEET	279.	CLEAR CREEK ISD	340.	GRIMES COUNTY
219.	CITY OF POTTSBORO	280.	CLEBURNE ISD	341.	GUADALUPE COUNTY
220.	CITY OF PRINCETON	281.	COCHRAN COUNTY	342.	HARDIN COUNTY
221.	CITY OF QUINLAN	282.	COLLIN COUNTY	343.	HARRIS-FORT BEND EMG SVCS DIST #100
222.	CITY OF RALLS	283.	COLLIN COUNTY COMM COLL DIST.	344.	HARRIS CNTY EMG SVCS DIST #7
223.	CITY OF RED OAK	284.	COLORADO COUNTY	345.	HARRIS CNTY EMG SVCS DIST #10
224.	CITY OF RHOME	285.	COMAL COUNTY	346.	HARRIS CNTY EMG SVCS DIST #24
225.	CITY OF RICHARDSON	286.	COMMUNITY HEALTHCORE	347.	HARRIS CNTY EMG SVCS DIST #48
226.	CITY OF RICHLAND HILLS	287.	COOKE COUNTY	348.	HARRISON COUNTY
227.	CITY OF RIO GRANDE CITY	288.	COPPELL ISD	349.	HAWKINS ISD
228.	CITY OF RIVER OAKS	289.	CORYELL COUNTY	350.	HAYS COUNTY
229.	CITY OF ROANOKE	290.	COTTONDALE VOL FIRE DEPT	351.	HEART OF TX REG MHMR CENTER
230.	CITY OF ROBINSON	291.	CROWLEY ISD	352.	HENDERSON COUNTY
231.	CITY OF ROCKWALL	292.	DALLAS COUNTY	353.	HEREFORD ISD
232.	CITY OF ROUND ROCK	293.	DALLAS CNTY UTIL & RECLAM. DIST	354.	HIGHLAND PARK ISD
233.	CITY OF ROWLETT	294.	DFW INT'L AIRPORT BOARD	355.	HILL COUNTY
234.	CITY OF ROYSE CITY	295.	DALLAS ISD		
235.	CITY OF RUNAWAY BAY	296.	DECATUR ISD		
236.	CITY OF RUSK	297.	DENISON ISD		
237.	CITY OF SACHSE	298.	DENTON COUNTY		
238.	CITY OF SAGINAW	299.	DENTON CNTY FWS DIST. No. 1-A		
239.	CITY OF SAN ANGELO	300.	DENTON COUNTY FWS DIST. No. 10		
240.	CITY OF SAN BENITO	301.	DENTON ISD		
241.	CITY OF SAN MARCOS	302.	DESOTO ISD		

RFP FOR ANNUAL CONTRACT FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

356.	HOOD COUNTY	417.	NEVADA VOL. FIRE DEPT.	478.	TERRELL ISD
357.	HOPKINS COUNTY	418.	NEW CANEY ISD	479.	TEXARKANA ISD
358.	HOUSING AUTH OF CITY OF AUSTIN	419.	NOLAN COUNTY	480.	TEXAS A&M UNIV AT COMMERCE
359.	HUMBLE ISD	420.	NORMANGE ISD	481.	TEXAS A&M UNIVERSITY-KINGSVILLE
360.	HUNT COUNTY	421.	NORTH CENTRAL TX CNCL OF GOVS	482.	TEXAS A&M UNIV.-TEXARKANA
361.	HURST EULESS BEDFORD ISD	422.	NORTH TX MUNICIPAL WATER DIST	483.	TEXAS ALCOHOLIC BEVERAGE COMM.
362.	HUTCHINSON COUNTY	423.	NORTH TEXAS TOLLWAY AUTH	484.	TEXAS DEPT. OF PARK/WILDLIFE
363.	IDEA PUBLIC SCHOOLS	424.	NORTHWEST ISD	485.	TEXAS DEPT. OF PUBLIC SAFETY
364.	IRVING ISD	425.	NUECES COUNTY	486.	Tx TECH UNIV HEALTH SCI CTR EL PASO
365.	JACK COUNTY	426.	OLTON POLICE DEPARTMENT	487.	TEXAS WOMAN'S UNIVERSITY
366.	JASPER COUNTY	427.	ORANGE COUNTY	488.	THE WOODLANDS TOWNSHIP
367.	JEFFERSON COUNTY	428.	ORANGE CNTY DRAINAGE DIST	489.	TITUS COUNTY
368.	JEFFERSON CNTY DRIN. DIST #7	429.	PALO PINTO COUNTY	490.	TML MULTIST. INTERGOV....
369.	JIM WELLS COUNTY	430.	PANOLA COUNTY	491.	TOM GREEN COUNTY
370.	JOHNSON COUNTY	431.	PARADISE ISD	492.	TOWN OF ADDISON
371.	JOHNSON COUNTY SUD	432.	PARKER COUNTY	493.	TOWN OF ARGYLE
372.	JOSHUA ISD	433.	PARKER CNTY EMG SERV DISTRICT 1	494.	TOWN OF BARTONVILLE
373.	KARNES COUNTY	434.	PARMER COUNTY	495.	TOWN OF DOUBLE OAK
374.	KAUFMAN COUNTY	435.	PASADENA ISD	496.	TOWN OF EDGECLIFF VILLAGE
375.	KAUFMAN ISD	436.	PLANO ISD	497.	TOWN OF FAIRVIEW
376.	KELLER ISD	437.	POTTER COUNTY	498.	TOWN OF FLOWER MOUND
377.	KENNEDALE ISD	438.	PUBLIC TRANSIT SVC OF MIN.WELLS	499.	TOWN OF HICKORY CREEK
378.	KERENS ISD	439.	QUINLAN ISD	500.	TOWN OF HIGHLAND PARK
379.	KINNEY COUNTY	440.	RAINS COUNTY ESD #1	501.	TOWN OF LAKESIDE
380.	KRUM ISD	441.	RANCHO VIEJO POLICE DEPT.	502.	TOWN OF LITTLE ELM
381.	LAKE DALLAS ISD	442.	RANDALL COUNTY	503.	TOWN OF NORTHLAKE
382.	LAKE WORTH ISD	443.	RED OAK ISD	504.	TOWN OF PANTEGO
383.	LAMAR COUNTY	444.	RED RIVER COUNTY	505.	TOWN OF PECOS CITY
384.	LAMB COUNTY	445.	REFUGIO COUNTY	506.	TOWN OF PONDER
385.	LAMPASAS COUNTY	446.	REG 9 Ed SVCE CENTER OF WICHITA	507.	TOWN OF PROSPER
386.	LAVON POLICE DEPARTMENT	447.	REGION 11 EDU SERVICE CENTER	508.	TOWN OF PROVIDENCE VILLAGE
387.	LEON COUNTY	448.	RICHARDSON ISD	509.	TOWN OF SUNNYVALE
388.	LEONARD ISD	449.	ROCKWALL COUNTY	510.	TOWN OF TROPHY CLUB
389.	LEWISVILLE ISD	450.	ROUND ROCK ISD	511.	TOWN OF WESTLAKE
390.	LIMESTONE COUNTY	451.	SAM RAYBURN ISD	512.	TOWN OF WESTOVER HILLS
391.	LITTLE ELM ISD	452.	SAN JACINTO COM COLL DIST.	513.	TRAVIS COUNTY
392.	LOVEJOY ISD	453.	SAN PATRICIO COUNTY	514.	TRAVIS CNTY EMG SVCS DIST No.6
393.	LOWRY CROSSING VOL FIRE DEPT.	454.	SCHLEICHER COUNTY	515.	TRAVIS CNTY HEALTHCARE DISTRICT
394.	LUBBOCK COUNTY	455.	SEABROOK VOL FIRE DEPT.	516.	TRINITY RIVER AUTHORITY
395.	MANSFIELD ISD	456.	SR. CYR RES &PUBLIC...HUNT CNTY	517.	TYLER JUNIOR COLLEGE
396.	MAVERICK COUNTY	457.	SEVEN POINTS FIRE RESCUE	518.	U.S. MARSHALS SERVICE
397.	McKINNEY ISD	458.	SHERMAN ISD	519.	UNIVERSITY OF NORTH TEXAS
398.	McLENNAN COUNTY	459.	SMITH COUNTY	520.	UNIV OF N. Tx HEALTH SCIENCE CTR
399.	McLENNAN COMM. COLLEGE	460.	SPRINGTOWN ISD	521.	UNIVERSITY OF TEXAS AT ARLINGTON
400.	MARILEE SPECIAL UTILITY DIST.	461.	SOUTH MONTGOMERY FIRE DEPT	522.	UNIVERSITY OF TEXAS AT DALLAS
401.	MEDINA VALLEY ISD	462.	SOUTH TEXAS COLLEGE	523.	UNIV OF TX MD AND. CANCER CTR
402.	MHMR OF TARRANT COUNTY	463.	SPAN, INC.	524.	UPPER TRINITY REG WATER DIST.
403.	MIDLAND COUNTY	464.	STARR COUNTY	525.	UPSHUR COUNTY
404.	MIDLAND ISD	465.	STEPHENS COUNTY	526.	UPTON COUNTY
405.	MIDWAY ISD	466.	STERLING COUNTY	527.	VAL VERDE COUNTY
406.	MILAM COUNTY	467.	STONEWALL COUNTY	528.	VAN ALSTYNE ISD
407.	MILLS COUNTY	468.	TARLETON STATE UNIVERSITY	529.	VAN ZANDT COUNTY
408.	MITCHELL COUNTY	469.	TARRANT APPRAISAL DISTRICT	530.	VERNON ISD
409.	MONAHANS WICKETT PYOTE ISD	470.	TARRANT CNTY 9-1-1 EMG ASS DIST	531.	VICTORIA COUNTY
410.	MONTGOMERY COUNTY	471.	TARRANT COUNTY COLLEGE DIST.	532.	WACO ISD
411.	MONTGOMERY CNTY ESC 10	472.	TARRANT CTY EMG SVCS DISTRICT 1	533.	WALKER COUNTY
412.	MONTGOMERY CNTY HOSP DIST.	473.	TARRANT COUNTY HOSP DIST	534.	WALLER COUNTY
413.	MOUNT PLEASANT POLICE DEPT.	474.	TARRANT CTY WORKFORCE DEV Bd	535.	WARD COUNTY
414.	MOUNT VERNON POLICE DEPT.	475.	TARRANT REGIONAL WATER DIST	536.	WAXAHACHIE ISD
415.	NACOGDOCHES COUNTY	476.	TAYLOR COUNTY	537.	WEATHERFORD COLLEGE
416.	NAVARRO COUNTY	477.	TEMPLE COLLEGE	538.	WEATHERFORD ISD

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539.	WEBB CONSOLIDATED ISD
540.	WEST TEXAS A&M UNIVERSITY
541.	WESTMINSTER FIRE DEPT.
542.	WESTON VOLUNTEER FIRE DEPT
543.	WHITE SETTLEMENT ISD
544.	WILLIAMSON COUNTY
545.	WILLIAMSON CNTY EMG Svcs DIST #3
546.	WILSON COUNTY
547.	WINKLER COUNTY
548.	WINNSBORO HOUSING AUTHORITY
549.	WINNSBORO ISD
550.	WISE COUNTY
551.	WOOD COUNTY
552.	YMCA OF METROPOLITAN DALLAS
553.	YOUNG COUNTY
554.	ZAPATA COUNTY

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5. MINIMUM INSURANCE REQUIREMENTS:

- A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.
 - 1) Workers' Compensation/Employer's Liability
 - a. Worker's Compensation — statutory
 - b. Employer's Liability — \$500,000
 - 2) Commercial General Liability:
 - a. Bodily Injury/Personal Injury/Property Damage
— \$1,000,000 per occurrence/\$2,000,000 aggregate
 - 3) Auto Liability:
 - a. Combined Single Limit (CSL) — \$500,000 per occurrence
- B. Tarrant County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.
- C. Required Provisions:
 - 1) Proof of Carriage of Insurance – All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.
 - 2) All Certificates shall provide Tarrant County with an unconditional thirty (30) day written notice in case of cancellation or any major change.
 - 3) As to all applicable coverage, policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
 - 4) All copies of the Certificates of Insurance shall reference the project name and Proposal number for which the insurance is being supplied.
 - 5) The Respondent agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
 - 6) The Respondent is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

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6. CRIMINAL BACKGROUND CHECK:

- A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.
1. The Vendor must provide information, including, but not limited to, Employee Name, date of birth, and driver's license number for each individual required to pass a Criminal Background Check.
 2. Award of a contract could be affected by the Vendor's refusal to agree to these terms.
 3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in the termination of the contract.
 4. The Criminal Background Check applies to the individual and not the Company.
 5. Passing status must be maintained by Vendor personnel for the duration of the contract.

7. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:

- A. The following is only applicable when the Vendor is providing Information Technology hosted or cloud solution:
1. **Confidentiality, Integrity, Availability (CIA)**
Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.
 2. **Breach Notification**
Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.
 3. **Data**
All Tarrant County data will remain in the 48 contiguous United States at all times.

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. **Right to Audit**
Tarrant County reserves the right to audit Vendor datacenters which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

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I. STANDARD CONTRACT PROVISIONS

- A. Any agreement between Tarrant County CSCD and VENDOR to provide Drug and Alcohol Laboratory Confirmation Testing Services under the terms of this RFP will contain the following standard provisions:
1. Operational Plan. The proposal submitted in response to the RFP as finally negotiated becomes the Operational Plan by which the VENDOR will be audited.
 2. Performance Measures. Any agreement between Tarrant County Supervision and Corrections Department, (CSCD) and VENDOR to provide Drug and Alcohol Laboratory Confirmation Testing Services under the terms of this RFP will contain the following performance measures or refund CSCD's specified adjustments:
 - a. Provide timely and accurate monthly invoices for lab confirmation testing submitted to CSCD for payment.
 - b. Provide the number of positive Gas Chromatography/Mass Spectrometry, Liquid/Chromatography/Mass Spectrometry (GC/MS, LC/MS), or equivalent mass spectrometry confirmations compared to the total number of samples submitted monthly. This information shall be listed by drug.
 3. 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.
 4. Authorization. The making and performance of this AGREEMENT has 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 CSCD, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.
 5. 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.

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6. No Child Support Owing. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated if this certification is inaccurate.
7. 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 CSCD or for unallowable costs set forth on Exhibit B. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.
8. Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or offender/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.
9. Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with CSCD, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, CSCD 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.
10. Duties and Obligations. VENDOR shall provide the Services at the Facilities in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter affected or implemented, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of Services by CSCD in the event of VENDOR's bankruptcy or inability to perform its duties hereunder.

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11. 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 CSCD and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.
12. Subcontractors. No subcontractor may be utilized by VENDOR unless CSCD has furnished prior written approval.
13. Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any offender/defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the offender's/defendant's written consent as documented by a signed information release form. VENDOR shall notify CSCD in writing if any legal process requires disclosure of an offender's/defendant's record and shall obtain written acknowledgment of same from CSCD's Authorized Representative.
14. 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. CSCD's only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor CSCD shall thereafter be entitled to any other compensation.
15. 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 finding involving the records have been resolved. The retention period for all records begins after CSCD has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from CSCD.
16. 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.
17. 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.

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18. Conflict of Interest. VENDOR shall not refer offenders/defendants for additional services without prior written approval of CSCD. VENDOR shall develop and implement written internal policies that may be reviewed by CSCD 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.
19. Remuneration: Staff of VENDOR shall not pay or receive any commission, consideration, or benefit of any kind related to the referral of an offender/defendant for treatment or engage in fee-splitting with other professionals.
20. Audits: VENDOR agrees to furnish CSCD and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit CSCD 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 CSCD in its performance of random or routine audits to determine the accuracy of VENDOR reports.
21. Disclosure: VENDOR is required to immediately or timely, as the case may be, disclose to CSCD and TDCJ-CJAD the following:
 - a. If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to CSCD and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
 - b. If any Person who is an employee, 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.
22. Withhold Payments. The CSCD may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the CSCD within thirty (30) days following the final date of the contract period, or at the CSCD's option, within thirty (30) days following the CSCD's delivery to VENDOR a notice that amounts paid are to be returned to CSCD.

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23. Payments to VENDOR. VENDOR shall submit a two (2) part monthly invoice (in writing or electronically) within seven (7) business days to CSCD as required herein and shall receive payments from CSCD based thereon, subject to the provisions in this AGREEMENT. Part one will be a summary of services with no offender/defendant identifying information, the second part will be a detailed invoice containing identifying information. CSCD agrees to pay VENDOR within thirty (30) days after receipt of monthly invoice.
24. Specific Measures: All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for CSCD's inspection records to support performance of those measures outlined in Section I herein.
25. Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the CSCD or designee.
26. 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 debtor 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 CSCD that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.
27. Remedy of CSCD: Upon the occurrence of an Event of Default by VENDOR, CSCD shall notify VENDOR of such Event of Default, and subject to the time provisions of Section I.A.27 hereof, CSCD 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 Offenders/Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case CSCD may offset against any efforts to cure such Event of Default; and (d)

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termination and removal of VENDOR as provider of Services. In the event of VENDOR's removal due to an Event of Default, CSCD shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with CSCD regarding a transition to new provider of Services.

28. Default by CSCD. The following shall constitute an Event of Default on the part of CSCD: failure by CSCD 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.
29. Remedy of VENDOR. Upon an Event of Default by CSCD, VENDOR's sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from CSCD for all Services satisfactorily furnished hereunder up to and including the date of termination.
30. 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.
31. Independent Contractor: VENDOR is associated with CSCD only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent 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 CSCD, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas and its offices, agents and employees (hereafter, collectively referred to as the "State") whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and CSCD shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with CSCD pursuant hereto, and VENDOR shall indemnify and hold CSCD harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because or, incident to, or otherwise with respect to any such taxes.

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32. 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.
33. 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.
34. Prohibition Against Assignment: There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.
35. 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.
36. 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.
37. 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 understanding have been merged into this written AGREEMENT. No other prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.
38. Amendment: No changes to this AGREEMENT shall be made except upon written agreement of both parties.
39. 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.
40. 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.
41. 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.

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II. PURPOSE

- A. It is anticipated that the Community Supervision and Corrections Department of Tarrant County (CSCD) will continue the use of Drug and Alcohol Laboratory Testing Services as a supervision tool for offenders/defendants. The awarded VENDOR will be expected to provide adequate staffing (collection technicians) for the forensic (direct observation) collection of urine and hair specimens **at various CSCD locations throughout Tarrant County**. For urine specimens, **VENDOR will** collect, prepare, submit and provide laboratory confirmation of specimens (presumptive positive screens and any screens requested by CSCD only). For hair specimens, VENDOR will collect and prepare specimens for shipping to CSCD's current Vendor for Hair Testing Confirmation Services.
1. It is the expressed intent of CSCD to award a contract to the VENDOR that best meets the evaluation factors in Section XIII.
 2. **Tarrant County and CSCD are under no obligation to pursue contract negotiation or make an award.**
 3. In the event CSCD deems pricing in submitted bids is too high, CSCD reserves the right to reject all bids.

III. STANDARDS FOR SERVICE

A. VENDOR ACCESSIBILITY

1. The VENDOR shall provide a single point of contact for the services identified in this RFP. CSCD reserves the right to speak with other individuals associated with the VENDOR including, but not limited to, subcontractors. Such contact may be changed as communicated by VENDOR.
2. The VENDOR shall provide clinical interpretation services as detailed in section IV.B.1 of this RFP.
3. The VENDOR shall provide documentation in their response to this RFP if they will be entering into sub-contractual relationships or partnerships for the provisions of any services requested in this RFP. This documentation shall include the name, address, and contact person of the potential subcontractor and should be submitted on the Subcontractor Information Form. CSCD will evaluate the subcontractors as part of the VENDOR'S RFP.

B. INFORMATION REQUIRED OF VENDOR

1. VENDOR should include the following information in response to this RFP.
 - a. Name, title, telephone, and fax numbers of VENDOR's contact person for all inquiries. The contact person shall be responsible for fielding all inquiries from Tarrant County and CSCD and providing the VENDOR's response.
 - b. Business form of VENDOR (e.g., corporation, partnership, sole

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proprietorship, etc.) if applicable.

- 1) Names and addresses of VENDOR's principal officers, directors, and/or partners.
 - 2) A brief biography and complete resume of the person or persons the VENDOR will utilize to provide clinical interpretation services.
- c. The name(s) and address(es) of the VENDOR's insurance carrier(s), along with a statement(s) from VENDOR's insurance carrier(s) that insurance as specified in Section I of the RFP is either in force and/or available upon VENDOR's request.
 - d. List including address and telephone number of all public institutions or agencies to which the VENDOR provides or has provided similar services within the past five (5) years. **Tarrant County CSCD reserves the right to contact any public institution or agency on the list as additional references.**
 - e. Information addressing any performance related litigation VENDOR has been involved in over the last five (5) years.
 - f. Information addressing any contract terminations VENDOR has been involved in over the last five (5) years.
 - g. Information addressing any VENDOR actions sanctioned by any regulatory authorities over the last five (5) years.
 - h. List of any research VENDOR has published in the peer review literature.

C. OPTIONS FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES:

NOTE: VENDOR must submit pricing for Option A and Option B. The urine screening and confirmation concentrations and pricing form must be completed for both Option A and Option B. The hair collection pricing form must be completed for Option A.

OPTION A: VENDOR COLLECTED AT CSCD SITES (TURN-KEY SERVICE)

- VENDOR shall submit a bid for providing adequate staffing (collection technicians) for the forensic (direct observation) collection of specimens (urine and hair) **at various CSCD locations throughout Tarrant County**. Both male and female collection technicians must be provided and must be trained in the collection of human urine and hair specimens. For this option, the Tarrant County CSCD will provide office space as part of this RFP.

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- For urine specimens, **VENDOR will** collect, prepare, submit and provide laboratory confirmation of specimens (presumptive positive screens and any screens requested by CSCD only).
- For hair specimens, **VENDOR will** collect and prepare specimens for shipping to CSCD's current vendor for Hair Testing Confirmation Services.

Collections will occur at the following CSCD locations during the hours listed:

- CSCD Central Lab location (male and female collections) - 200 W. Belknap, Fort Worth, TX 76196 – (Monday-Friday 7:30 a.m. – 5 p.m.)
- Miller Complex location (male and female collections) – 3210 Miller Ave., Fort Worth, TX 76119 – (Monday – Friday 7 a.m. – 6 p.m.)
- Northeast Lab Location (male and female collections) – 201 E. Plaza Blvd., Hurst, Texas 76053 – (Monday – Friday 7 a.m. – 5 p.m.)

NOTE: VENDOR must provide pricing for staffing two (2) CSCD locations and three (3) CSCD locations.

OPTION B: DEPARTMENT COLLECTED WITH TRANSITION PLAN

- VENDOR shall submit a bid for providing laboratory confirmation of urine specimens (positive screens and any screens requested by CSCD only) collected by CSCD collection technicians and sent to VENDOR. It is the intent of the Tarrant County CSCD to select a vendor that is currently able or will be able within a reasonable period of time to provide all-inclusive turn-key type drug and alcohol lab testing services. If at the time this RFP is awarded the VENDOR is not able to provide this service as outlined in this RFP, the VENDOR must include in its RFP response a detailed implementation plan including a timeline and final date that it will fully meet the requirements of this RFP.

D. DRUG AND ALCOHOL LABORATORY TESTING SERVICES:

1. VENDOR shall provide screening and confirmatory testing (GC/MS, LC/MS, or equivalent mass spectrometry method) of submitted urine specimens. Pricing must be all-inclusive of any testing, all necessary testing supplies (including urine collection container cups), transportation, customer service (including clinical interpretation, when requested), and delivery charges.
2. The VENDOR and/or any subcontractors providing the laboratory services for this RFP must have and maintain at least one (1) of the following Certifications/Accreditations. Copies of Certifications/Accreditations shall be included in response to this RFP.

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- a. Substance Abuse and Mental Health Services Administration (SAMHSA).
 - b. Certification by College of American Pathologists as a Forensic Urine Drug Testing Laboratory (FUDT).
3. The VENDOR and/or any subcontractors providing laboratory services for this RFP must have and maintain accreditation with the Texas Forensic Science Commission per Texas Administrative Code Title 37, Part 15, Chapter 651. VENDOR shall include copies of accreditation in response to this RFP.
4. **The VENDOR must test assays at the cut-off levels required by the Department.** CSCD will work with the VENDOR to establish acceptable screening and confirmation levels. CSCD currently screens for 7-panels regularly. (see urine screening and confirmation concentrations and pricing form for a list of the 7-panels).
5. The VENDOR must provide confirmatory testing utilizing a mass Spectrometry Method (GC/MS, LC/MS, or equivalent mass spectrometry method) for all designated drugs. In response to this RFP, VENDOR must provide information on what drugs they have the capability of testing, confirmation cutoff concentrations for each, and limit of detection concentration for each, by completing the forms of this RFP.
6. Every sample submitted for confirmation must be tested for specimen validity using at a minimum, creatinine and specific gravity, PH, and oxidants when needed. Quantitative results of specimen validity shall be included on result reports. VENDOR must include in response to this RFP its validity testing procedures including examples of how diluted samples are reported.
7. VENDOR must include in their response to this RFP their standards/policies/procedures for declaring a sample any of the following:
 - a. Dilute
 - b. Invalid
 - c. Substituted
 - d. Adulterated
8. VENDOR must include in their response to this RFP all reasons a sample submitted for confirmation would be declared "unable to test" or "canceled". CSCD will not pay for the following:
 - a. Stalls
 - b. No shows
 - c. Unable to provide
 - d. Refusal to provide
 - e. Unable to test

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9. CSCD reserves the right to request that screens be performed when requested. CSCD guarantees no minimum number of screens per year. VENDOR should include process for screens on Fee Schedule page of this RFP. When screens are requested by CSCD, VENDOR shall provide CSCD with screen results which shall include creatinine concentration and results relative to cutoff concentration (i.e. drugs detected below the cutoff). If screen is positive, VENDOR will complete confirmation testing, and results shall be provided to CSCD.
10. VENDOR must provide pick up services for specimens at CSCD locations and overnight transport to laboratory for testing. The VENDOR should clearly indicate in its response to the RFP, the methods and procedures VENDOR will use to provide these services. VENDOR will be responsible for all costs associated with specimen pick up and transportation.
11. VENDOR must provide daily pick up services in accordance with the bidding option pricing from the following locations:
 - a. 3210 Miller Avenue, Fort Worth, Texas 76119.
 - b. 200 W. Belknap Street, Fort Worth, Texas 76196.
 - c. 201 E. Plaza Blvd., Hurst, Texas 76053
12. VENDOR must provide weekly pick up services from the following three (3) remote locations:
 - a. Southeast FSU-724 B Border, Arlington, Texas 76010.
 - b. Southwest FSU-3829 Altamesa Blvd., Fort Worth, Texas 76133.
 - c. Northwest FSU-3800 Adam Grubb, Lake Worth, Texas 76135.

NOTE: Upon award of contract, CSCD will coordinate weekly pick up service schedule with VENDOR. Commercial Courier will be acceptable as long as shipping materials/supplies are provided by the VENDOR.
13. During any month that CSCD employees are required to collect more than five percent (5%) of total specimens due to VENDOR'S staff being unable to collect, a penalty equal to ten percent (10%) of the monthly VENDOR invoice will be imposed for each month incident occurs.

E. INFORMATION MANAGEMENT SYSTEM:

1. VENDOR must provide the Department with access to a secure, web-based HIPAA compliant Information Management System (IMS) that at a minimum allows the Department to:
 - a. Enroll clients in the alcohol and drug testing program
 - b. Enter custom test panels specific to each client
 - c. Order unscheduled tests for an individual client
 - d. Enter excused test periods for an individual client
 - e. Inactivate or activate clients
 - f. Track and review client test history

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- g. Designate vouchers for specific clients; and
- h. Track applicable client payments.

The IMS shall include a customizable dashboard view specific to each case manager and supervisor/manager that:

- a. Provides the supervising case manager quick access to each client
- b. Provides a consolidated summary of all activity related to each client
- c. Illustrates if a client is scheduled to test
- d. Shows if a client has checked in online or called the client notification system or not; and
- e. Provides a summary of recent positives, no shows, and other non-negative test results.
- f. Allows the case manager's supervisor to customize dashboard to include which case managers data is displayed on his/her dashboard.

NOTE: VENDOR should include screenshots of the user dashboard and online system access in its response to this RFP.

F. AUTOMATED RANDOM SELECTION CALENDAR:

- 1. VENDOR must provide, support, and maintain a secure, automated, random selection testing calendar that is configurable to department-specified parameters and provides the ability to:
 - a. Create default parameters that specify testing frequency and test panels, among other attributes
 - b. Schedule clients on an individual or group basis
 - c. Conduct testing services on any day of the year, including weekends and holidays
 - d. View past and future testing events via the IMS; and
 - e. Manually order a one-time or unscheduled test for individual clients via the IMS.

G. CLIENT NOTIFICATION:

- 1. VENDOR must provide, support, and maintain a client notification system that notifies clients of the need to test. The client notification system must:
 - a. Create a unique personal identification number (PIN) for each client;
 - b. Record time, date and phone number each time a client calls in or checks in online;
 - c. At a minimum provide English and Spanish language options;
 - d. Calculate a call-in or online check-in (if applicable) compliance score for each client;
 - e. Report if a client fails to contact the notification system;
 - f. Allow the supervising case manager to post custom text-to-speech messages for an individual client or group of clients;

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- g. Provide capacity adequate to efficiently handle the number of calls received during peak call-in times; and
- h. When the functionality is available, allow clients to select a text message option over a call-in option.

H. CHAIN OF CUSTODY:

- 1. VENDOR's Information Management System must generate a legally defensible electronic chain of custody that fully integrates client demographic data (name, gender, age, case manager, etc.) and tracks the specimen during all phases of the testing process.
- 2. VENDOR must work with CSCD to develop chain of custody and report forms that can be produced in an automated fashion and fit the operation of CSCD for both urine and hair collection. Preference is for the secure electronic transmission of information concerning collection and result reports between the VENDOR and CSCD.
- 3. VENDOR should provide in response to this RFP, a description of its implemented chain of custody procedures used for the pickup, reporting, and documentation of specimens. The chain of custody procedures for each specimen must ensure that the specimen, starting at the time of pick up, is documented, is never outside of a secure location, or accessible to anyone other than authorized personnel. U.S. Mail or a common carrier will be considered a secure form of transportation. VENDOR must account for the custody of the specimen from the moment it is picked up from any CSCD location until the moment in which the results are offered into evidence, or specimen is destroyed in accordance with retention requirements in Section I.A.15 of this RFP.
- 4. If a device used in an attempt to falsify a drug test is discovered during the collection process, Vendor must notify CSCD staff immediately and CSCD will notify the appropriate law enforcement agency as necessary. VENDOR shall describe in detail its procedures for situations in which devices are discovered during the specimen collection process.
- 5. The VENDOR must provide following items at no cost to CSCD:
 - a. Pre-printed chain of custody forms for use when the computer version is unavailable. In the event that special paper is required for printed forms, Vendor will be responsible for the cost of special paper.
 - b. Specimen bags for packaging of individual specimens.
 - c. Urine lab cups for specimen transportation.
 - d. Uniquely numbered, non-duplicated, bar-coded security stickers/strips to seal specimens sent to the lab. CSCD may require VENDOR to change specimen number format to avoid specimen number duplicates.

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I. SPECIMEN RETENTION:

1. Unless otherwise authorized in writing by CSCD, the VENDOR shall retain specimens in secure frozen storage at -20 degrees Celsius for:
 - a. All negative specimens (those that screen negative AND those that test negative upon confirmation testing) must be maintained for fourteen (14) days after result report is submitted to CSCD.
 - b. All confirmed positive, adulterated, substituted, or invalid specimens must be maintained for a minimum of twelve (12) months after testing or until instructed to dispose of the specimens by CSCD.
 - c. Within either of these time periods, CSCD may request the VENDOR to retain the specimen for an additional period of time. If no such request is received from CSCD, the VENDOR may discard the specimen at the end of the period noted above.

IV. LEVEL OF SERVICES:

A. REPORTING RESULTS:

1. VENDOR must include in response to RFP, minimum and maximum turnaround time for specimens being tested. Turnaround time is the time between specimen collection and result reporting. If turnaround time is different for negative results and positive results include both.
2. VENDOR must include on any applicable result report, the Marijuana (THC) metabolite concentrations and ratios (creatinine normalized results).
3. VENDOR must include on each result report the concentration of drug detected during testing.
4. VENDOR must include on each result report the quantitative results of specimen validity.
5. VENDOR must include on any applicable result report, the reason a sample was declared unable to test or canceled.
6. Upon award of this contract, VENDOR must agree to coordinate with CSCD to determine any further information requested be included on result reports. CSCD reserves the right to change information requesting during the life of this contract once awarded.

NOTE: VENDOR should include in response to this RFP samples of result reports listed in this section.

B. CLINICAL INTERPRETATION SERVICES:

1. VENDOR must provide clinical interpretation services, when requested, for any sample submitted. Such interpretation may be requested to be provided via telephone, email or written report. The VENDOR must bear any expense in providing clinical interpretation services. The VENDOR must accommodate the service requirements during the normal CSCD

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business hours of Monday-Friday, 7:30 a.m. to 5:00 p.m. Central Standard Time. Clinical Interpretation should be provided by PhD level toxicologist(s) or designee(s). Clinical interpretation service shall include but are not limited to, the following:

- a. Interpretation of the analytical test results in light of any claims made by the donor about the potential bases for the observed test results.
- b. Whether the test results are consistent with any claimed use of prescription drugs.
- c. Whether the test results are reflective of renewed use of drugs as opposed to residual concentrations detected from prior drug use.
- d. Potential bases for any failed specimen validity test.
- e. The role that urine specimen dilution plays in the observed test results.
- f. The VENDOR shall collaborate with CSCD to determine further duties/responsibilities.

NOTE: The VENDOR should clearly indicate in its response to the RFP, what staff are being proposed and describe fully the methods and procedures VENDOR will use to provide service.

C. **REPORTING REQUIREMENTS:**

1. VENDOR must report all test results and related information via the IMS and via the interface(s) specified in Section III.E. Specifically, VENDOR must:
 - a. Report test results on the next business day.
 - VENDOR must notify CSCD in writing, via electronic mail directed to a designated CSCD representative, of each specimen for which a result will not be available by the specimen's result final date. Such notification shall be sent no later than the specimen's result final date. With written explanation by the result final date, the VENDOR'S allowable charge for each such delayed result will be reduced by twenty-five percent (25%) for each business day after the third business day that the result is not available. Absent written explanation by the result final date for the delay, the VENDOR shall not charge CSCD for results provided after the result final date.
 - b. Segment results and test data by supervising case manager.
 - c. Conduct data analysis on specimen results to discern new use from residual use.
 - d. Assist with results interpretation; and

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- e. Provide consultation and results interpretation in-person and/or via teleconference on an as needed basis.
 - f. All dates/times presented to a CSCD employee whether in the IMS, written reports, or in documents downloaded from the IMS, must be presented in client local time (the Central Time that the action occurred), regardless of how the date/time is stored in the IMS. This includes in audit trails and other functional areas not normally or frequently accessed by regular users.
2. VENDOR's IMS must provide the Department with program analytics that aid the Department in data analysis and report generating functions. Reports shall be sortable by supervising officer and at a minimum shall include:
- a. Detailed and summary results
 - b. Individual test reports
 - c. Client test history
 - d. An overview all testing activities including real time status of all submitted samples from the time they are received until the results are available; and
 - e. Detailed views of the historic and future testing calendars, among others.
3. The VENDOR must comply with specific reporting requirements developed by CSCD. The VENDOR shall collect and maintain reporting data in secure electronic format and be prepared to submit data upon CSCD's request.
4. The VENDOR should have the capability and submit the following reports in the format designated by CSCD. CSCD may at any time request additional reports to be submitted.
- a. Daily – Statistical Reports:
 - 1) Number of specimens submitted for screening and confirmation, and for confirmation only.
 - b. Monthly – Financial Billing Invoice submitted in Excel format.
 - c. Monthly – Statistical Reports submitted in Excel format.
 - 1) Number of Specimens submitted and “no test” and/or “cancelled” rates (i.e. chain of custody issues, specimen leaked, not enough to test).
 - 2) Number of specimens that were dilute, adulterated, and/or positive (by drug class).
 - 3) Report of Results with Multiple Positives and confirmation requests that did not confirm.

NOTE: VENDOR should include in response to this RFP samples of reports listed in this section.

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V. WEBSITE AND DATA TRANSFER:

- A. VENDOR must work with CSCD staff and current case management system vendor, Corrections Software Solutions, LP., to implement, modify, enhance, and automate drug testing electronic procedures, for example, electronic transmission of data to and from VENDOR, archiving and retrieval of drug test results from VENDOR. Results shall be provided electronically from the VENDOR as a web interface for CSCD. Electronic data transfer will require some customization/integration/interface with the VENDOR and Corrections Software Solutions.
- B. At no cost to CSCD, VENDOR agrees to utilize CSCD's case management system to electronically submit all information, documentation, and data requested by CSCD staff regarding the equipment and services provided by VENDOR to clients. Corrections Software Solutions is the current vendor for CSCD's case management system. Programming interface(s) with Corrections Software Solutions system capable of pushing and pulling data from existing data systems will be required.
- C. VENDOR agrees to gather all necessary information needed for system integration directly from current case management system vendor at no cost to CSCD.
- D. VENDOR must notify CSCD and obtain its approval prior to changing the data transfer methods.
- E. The VENDOR must have an Internet website CSCD can access to obtain and print individual specimen analysis/confirmation results daily. All reports are expected to be provided in electronic format to include fax, Excel, and ADCII text file formats for automated exchange with the Department's case management system.

VI. RECORDS RETENTION AND RECORDS BACK-UP PLAN

- A. The VENDOR must retain the records of each offender/defendant for the duration of their period of community supervision, regardless of when the VENDORS' services are discontinued, plus an additional five (5) years past the expiration or revocation of community supervision. At the end of the five-year period, VENDOR will request disposition instructions from CSCD.
- B. The VENDOR must have in place a records back-up system to recover records in the event of a disaster and/or catastrophic loss of data storage. This system shall be initially inspected and approved by CSCD and shall be made available for inspection at any time, as requested by CSCD.
- C. VENDOR must allow CSCD access to these records in their database beyond the scope of this contract, if necessary, to meet this requirement.

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VII. SECURITY AND PRIVACY

- A. The VENDOR must provide a statement of acknowledgement and detailed description of measures taken to ensure compliance with and adherence to each of the following requirements of confidentiality:
1. No unauthorized access to the system is allowed and no information shall be disclosed to any third party without the written authorization of CSCD or by order of a court of competent jurisdiction.
 2. The confidentiality of offender/defendant records shall not be compromised.
 3. All data collected shall be saved in its original form and shall not be altered.
 4. Make available all records relating to an offender/defendant upon and in accordance with a written request by designated CSCD staff. Disclosure of records and discussion with staff members under this paragraph shall be on an “unrestricted communication” basis.
 5. The VENDOR shall ensure that all persons having access to or custody of records understand and comply with the confidentiality requirements of this contract.
 6. The VENDOR shall notify CSCD immediately upon receipt of any legal process requesting or requiring disclosure of any records of any offender/defendant.

VIII. DISCLOSURE OF INFORMATION

- A. The VENDOR must provide a statement of acknowledgement and a detailed description of measures taken to ensure compliance with each of the following requirements of disclosure:
1. Any personal or monitoring information regarding the offender/defendant that is made available to the VENDOR shall be used by the VENDOR only for the purpose of providing Drug and Alcohol Laboratory Testing Services to CSCD and shall not be divulged or made known in any manner to any person except as may be necessary to provide services as required by CSCD.
 2. The VENDOR shall be responsible for protection of the confidentiality of each offender's/defendant's records and shall assure that all work is performed under the supervision of the VENDOR or the VENDOR'S responsible employees.
 3. Each employee of the VENDOR to whom information may be available or disclosed shall be notified in writing by the VENDOR that the information disclosed can be used only for the specific purpose and to the extent necessary to accomplish the Drug and Alcohol Laboratory Testing Services.

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IX. TRAINING AND ORIENTATION

- A. The VENDOR must agree to provide, at no additional cost to Tarrant County CSCD, training regarding Drug and Alcohol Laboratory Testing Services for CSCD department staff, judges, and attorneys. Under this paragraph, VENDOR will work with CSCD to determine training needs.

NOTE: Tarrant County CSCD shall approve the content of any training offered.

X. TESTIMONY

- A. When requested, at no additional cost to CSCD and regardless of the offender's/defendant's county of original jurisdiction, VENDOR(S) must provide written documentation and/or testimony for any case currently or formerly supervised by CSCD. VENDOR(S) shall provide written documentation and/or testimony in any means requested including but not limited to; written digital or hard copy communications, formal affidavit, telephonic testimony, remote video testimony, or in-court testimony. CSCD will work with VENDOR to provide as much advance notice as possible for expert testimony needs. Questions pertaining to reimbursement for testimony costs should be directed to the Criminal District Attorney or Defense Counsel requesting the testimony. VENDOR should include hourly rate pricing on the Proposal Fee Schedule form of this RFP.

XI. LITIGATION PACKAGES:

- A. As needed in the event of challenges to test results, the VENDOR must provide upon request a comprehensive litigation package to support the analytical accuracy of the test results.
- B. The litigation package shall be comprehensive documentation of all aspects of the specimen testing performed by the VENDOR. VENDOR should include a sample litigation package in response to this RFP. Litigation packages should include at a minimum the following:
1. Records of specimen accessioning.
 2. Internal chain of custody listing those persons handling the specimen during laboratory testing operations and the specimen disposition at each stage of the testing operations.
 3. Complete analytical test results including a description and demonstration of satisfactory performance of calibration, positive and negative controls.
 4. Donor specimen results with an accompanying affidavit signed by the custodian of records about the results being a true and official copy of the test results.
 5. A description of the documents contained therein.
- C. If a litigation package is requested by the Tarrant County Criminal District Attorney's office or CSCD, there will be no charge. If a litigation package is requested by any entity other than CSCD or Tarrant County Criminal District Attorney's Office, the entity making the request shall be billed for the expense. VENDOR should include pricing on the Proposal Fee Schedule form of this RFP.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES</p>
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XII. CRIMINAL HISTORY AUTHORIZATION FORM:

- A. VENDOR's employees and staff members located in the State of Texas, including support and other personnel who provide services or have access to information regarding services provided under this AGREEMENT, shall be subject to a criminal background investigation and acceptance by CSCD. VENDOR will be required to furnish to CSCD the personal identification information, as well as signed release forms, for current employees/staff in the State of Texas within ten (10) days from the date of execution of any contract with CSCD and upon VENDOR's selection of new employees/staff members.
- B. VENDOR's employees and staff members not located in the State of Texas shall not be subject to a criminal background investigation and acceptance by CSCD. However, VENDOR shall make available to CSCD, within ten (10) days from the execution of this AGREEMENT and upon VENDOR's selection of new employees/staff members, a report on any criminal activity appearing as a result of the background investigation conducted by VENDOR on current or new employees/staff members.
 - 1. If during the term of this agreement VENDOR hires additional or replacement staff to provide services under this agreement, VENDOR will forward to CSCD's Program Coordinator the name(s) of those additional or replacement staff within thirty (30) days of their assumption of duties.
- C. VENDOR will immediately notify CSCD if any employee of VENDOR as described in section XII.A is arrested during the term of this AGREEMENT. At the request of CSCD, VENDOR's employees providing services or having access to information regarding services provided under this AGREEMENT, will be subject to a criminal history background check prior to CSCD's exercise of its option to renew the AGREEMENT for an additional 12-month period.
- D. VENDOR will ensure that only those employees who have provided a signed release form, have had a criminal history background check, and have been accepted by CSCD, will be authorized to provide services for this contract.

XIII. EVALUATION FACTORS

- A. CSCD will consider several evaluation factors, and will accept proposals from all responsible applicants. The objective of CSCD is to enter a contract with the VENDOR who best meets the evaluation factors in this section. In considering the proposals, CSCD reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including price per unit. An evaluation utilizing a numeric score will be used to review the proposals. The proposal review process may include a brief oral presentation by the VENDOR to the proposed Review Committee.

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The evaluation factors and possible point values are as follows:

1. VENDOR Qualifications and Experience..... **0 – 35 Points**
 - a. Evidence of VENDOR’s previous experience in providing the services requested in this RFP within the last five (5) years, and experience working with other Community Supervision and Corrections Departments within the State of Texas (Include a list naming all CSCD’s).
 - b. VENDOR’s qualifications (e.g. Experience/ Licenses/Certifications of management and staff/Proof of Accreditation).
 - c. Past performance under current/previous CSCD contracts or as an approved CSCD service provider including contract service period with both contract award and end dates.
2. Responsiveness to the RFP Requirements and Specifications **0 – 15 Points**
 - a. The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
 - b. Completion of all aspects and information asked for in this RFP and the attachments thereto.
3. Proposed Approach and Management..... **0 – 15 Points**
 - a. VENDOR’s services and proposed clinical interpretation services.
 - b. VENDOR’s test result turnaround time.
 - c. Additional testing costs not included in costs score, this information will be obtained from the Proposed Fee Schedule Form of this RFP.
4. References **0 – 10 Points**
 - a. Past performance under current/previous CSCD contracts or as an approved CSCD service provider.
5. Cost Proposal..... **0 – 25 Points**
 - a. This information will be obtained from Option A, B, and the Proposed Fee Schedule Form of this RFP.
6. **Total Score..... 100 Points**

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XIV. RIGHTS OF THE COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT:

- A. CSCD reserves the right to waive, change, add, or delete any terms or conditions of this RFP. CSCD reserves the right to reject any or all proposals or portions or proposals submitted in response to this RFP. All proposals become the property of CSCD. CSCD reserves the right to use, for its benefit, ideas contained in the proposals submitted. CSCD is not liable for any costs or any damages that may be incurred by a VENDOR or prospective VENDOR in the preparation, formulation, or presentation of a proposal. In case of ambiguity, disagreement or lack of clarity concerning any provision(s) of this RFP, CSCD may adopt an interpretation(s) most advantageous to CSCD. CSCD may, at its discretion, request VENDOR to make an oral presentation to CSCD and/or its designee(s) in support of their proposals. Upon review of proposals, CSCD may select the proposal(s) which in its judgment is (are) most advantageous to CSCD and thereupon select the VENDOR with whom to negotiate a contract(s). Such determination shall be solely at the discretion of CSCD.
- B. Other departments or programs supported by the Tarrant County Purchasing Department may evaluate, for their purposes, proposals submitted in response to this RFP, and/or after an award may contract with selected VENDOR for Drug and Alcohol Laboratory Testing Services provided that:
 - 1. Each department or program shall furnish its own funding.
 - 2. Each department or program shall enter into its own agreement with the VENDOR to provide Drug and Alcohol Laboratory Testing Services and shall furnish CSCD with a copy of each agreement.
 - 3. Each VENDOR who provides and/or enters into a contract or agreement to provide Drug and Alcohol Laboratory Testing Services to a department or program other than CSCD shall offer to CSCD the option of accepting any of the same Drug and Alcohol Laboratory Testing Services at the same terms and prices as are offered to or provided to the other department(s) or program(s).
- C. If any contract is awarded to VENDOR, it is anticipated that the Proposal submitted in response to this RFP will be attached and incorporated into such contract as the VENDOR Operations Plan. Such VENDOR Operations Plan will be used by CSCD in determining and evaluating the adequacy of VENDOR's provision of services and contract compliance. If a formal written contract is negotiated and entered into between VENDOR and CSCD, it is anticipated that the format, terms and provisions, of such contract will be substantially as set forth at pp. 89-100 of the Contract Management Manual for TDCJ-CJAD Funding of Offender Services (September 1, 2015). Such contract format, suggested terms and provisions therein, are incorporated in this RFP by reference.
- D. VENDOR receiving funding under an agreement with CSCD shall not employ a current CSCD employee on a full-time, part-time, or temporary contract basis to perform services included in the agreement with CSCD.

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

XV. BEST AND FINAL OFFER (BAFO):

- A. The respondents presenting the proposals with the highest scores may be invited to prepare a Best and Final Offer for consideration by the Evaluation Committee.
- B. Tarrant County reserves the right, at its sole discretion, to determine if pursuing BAFOs is in the best interest of the County. **The County is under no obligation to pursue BAFOs.**
- C. In the event the County elects not to pursue BAFOs, contract negotiation may be conducted based on final rankings.

XVI. CONTRACT NEGOTIATION:

- A. The Tarrant County Purchasing Department may conduct contract negotiations along with representatives from CSCD.
- B. The County reserves the right, at its sole discretion, to determine if pursuing contract negotiation is in the best interest of the County.

XVII. PROHIBITED COMMUNICATION:

- A. Any communication regarding this RFP with any Tarrant County elected official or judiciary; any member of the evaluation committee; any member of CSCD; is strictly prohibited. Only communication method(s) approved in this RFP including the pre-proposal conference and faxed questions will be allowed.

XVIII. PROPOSAL SUBMISSION REQUIREMENTS

- A. Provide RFP response in the format listed below. Number all pages consecutively. All documentation should be in written format. **Do not include any electronic submission such as CD's or DVD's.**
 - 1. Section 1: Required Forms:
 - a. Proposal Signature Form with signature.
 - b. Addendum Cover Page with signature (if applicable). It is the Respondent's sole responsibility to continue to review the Tarrant County website and retrieve all addendum and related documents that may be posted prior to the RFP due date.
 - c. Disadvantaged Business Enterprise Form with HUB certificates. If you are not a DBE firm, mark form "N/A"

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES</p>
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- d. References: List three (3) VENDOR references on the reference form. Do not include utility companies or Tarrant County. Make sure the reference is able to respond and is aware that you are using them as a reference. Appropriate references are part of the evaluation criteria.
 - e. Compliance with Federal and State Laws Form with signature
 - f. Deficiencies and Deviations Form
 - g. Secondary/Alternative Award and Cooperative Purchasing (pgs. 7 and 8)
 - h. Proposed Subcontractors Form
 - i. Insurance Certificate will be required.
2. Section 2: Vendor Qualifications and Experience:
- a. Executive Summary – brief narrative highlighting company background and experience related to services required in the RFP.
 - b. Qualifications – include resumes, licenses and certifications of management and staff that will operate/manage the services provided to the CSCD.
3. Section 3: Responsiveness to the RFP Requirements and Specifications:
- a. Provide detailed information on how VENDOR proposes to meet or exceed all RFP requirements by responding to all questions and requests for information in sub-sections:
 - Section III - Standards for Service
 - Section IV – Level of Services
 - Section VII – Security and Privacy
 - Section VIII – Disclosure of Information
 - Section XI – Litigation Packages
4. Section 4: Proposed Approach and Management:
- a. Provide a brief narrative of how you propose to manage the contract services. Include the following information:
 - 1. Drugs/panels that VENDOR/lab can test for
 - 2. Turnaround time on results
 - 3. Proposed Clinical Interpretation Services/Etc.

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5. Section 5: Cost Proposal:

a. Include Pricing Forms:

Option A (p. 57–61)

Option B (p. 62–65)

Proposal Fee Schedule Form

- Include a list of ALL costs not listed on the Pricing Forms that are associated with providing the services requested in this RFP. **Costs not listed in the RFP will not be allowed.**



TARRANT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

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

II. DEFINITIONS

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

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

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

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

III. POLICY GUIDELINES

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

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

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

IV. ADMINISTRATIVE GUIDELINES

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

510 Historically Underutilized Businesses Policy

Adopted: Court Order 64788 (December 17, 1990)

Amended: Court Order 69958 (December 7, 1993)

Amended: Court Order 99651 (December 28, 2006)

Amended: Court Order 127875 (June 19, 2018)

<p align="center">RFP FOR ANNUAL CONTRACT FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES</p>

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

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

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

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

Texas Procurement and Support Services
Statewide HUB Program
1711 Jacinto Blvd.
PO Box 13047
Austin, Texas 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, Texas 76011
(817) 640-0606

<p>If Respondent is already certified, attach a copy of your certification to this form and return with Proposal.</p>
--

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO . _____

Indicate all that apply:

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

<p align="center">RFP FOR ANNUAL CONTRACT FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES</p>

REFERENCES

Please list three (3) references, **other than past or present employees of Tarrant County**, who can verify your performance as a Vendor. Performance includes but is not limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine Respondent's ability to provide the intended goods or service of this Proposal. Tarrant County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Respondent's company provides and that the Respondent has completed a project of similar size and scope of work in this solicitation. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your Proposal.

Failure to supply the required references will deem Respondent as non-responsive and will not be considered for the award.

Respondent involvement with reference checks is not permitted. Only Tarrant County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

<p align="center">REFERENCE ONE</p>
--

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

<p align="center">REFERENCE TWO</p>
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GOVERNMENT/COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
E-MAIL ADDRESS: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH PROPOSAL!

<p align="center">RFP FOR ANNUAL CONTRACT FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES</p>

REFERENCES

<p align="center">REFERENCE THREE</p>
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GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH PROPOSAL!

**RFP FOR ANNUAL CONTRACT FOR
DRUG AND ALCOHOL LABORATORY TESTING SERVICES**

SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Proposal becomes the property of Tarrant County after the official opening.

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

The undersigned agrees, on behalf of Respondent, that if this Proposal is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days.

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

Respondent hereby assigns to Tarrant County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire Proposal.***

Signature _____ **X**
Authorized Representative

Legal Name of Company

Date

Street Address

Printed Name of Authorized Representative

City, State and Zip

Title of Authorized Representative

Telephone Number

Fax Number

E-Mail Address

AFTER HOURS EMERGENCY CONTACT:

Name: _____

Tel. No. _____

THIS FORM MUST BE SIGNED.

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND FIVE (5) COPIES MUST BE RETURNED
WITH PROPOSAL!**



Did you sign and submit all
required forms?

If not, your Proposal
will be rejected!

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES</p>
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COMPANY IS:

Business included in a Corporate Income Tax Return? _____YES _____NO

_____Corporation organized & existing under the laws of the State of _____

_____Partnership consisting of _____

_____Individual trading as _____

_____Principal offices are in the city of _____

DUNS Number: _____

CAGE Code: _____

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COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Bid in response to this solicitation, the Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

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

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.

Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Section 2270.001(2) during the term of this contract. Bidder further verifies pursuant to Texas Local Government Code Section 2252.152 that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

VENDOR IS EXEMPT FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$100,000.00 or more that is to be paid wholly or partly paid from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature S. B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S. B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

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COMPLIANCE WITH FEDERAL AND STATE LAWS

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Governmental Code (added by 87th Legislature, S. B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S. B. 19) and means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

_____ Vendor is EXEMPT from Certification as set out above.

_____ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

Signature _____X

THIS FORM MUST BE SIGNED.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND FIVE (5) COPIES MUST BE RETURNED WITH PROPOSAL.

**RFP FOR ANNUAL CONTRACT FOR
DRUG AND ALCOHOL LABORATORY TESTING SERVICES**

DEFICIENCIES AND DEVIATIONS FORM

Following is a listing of ALL deficiencies and deviations from the requirements as outlined in this Proposal. Unless specifically listed, your response will be considered to be in FULL compliance with this Proposal. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of this Proposal stipulated must be fulfilled at no additional expense to Tarrant County.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

THE ORIGINAL AND FIVE (5) COPIES OF THIS FORM SHOULD BE RETURNED WITH PROPOSAL!

RFP FOR ANNUAL CONTRACT FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES

SUBCONTRACTOR INFORMATION FORM

Provide an overview of subcontractors proposed for the Project, if any.

(List in descending order [largest to smallest] of scope of services provided to project.)

Subcontractor Name	Team Size	Role	Responsibilities

THE ORIGINAL AND FIVE (5) COPIES OF THIS FORM SHOULD BE RETURNED WITH PROPOSAL!

<p align="center">RFP FOR ANNUAL CONTRACT FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES</p>

NO-BID RESPONSE

In the event that your organization chooses not to submit a bid/proposal for this solicitation, the Tarrant County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids/proposals in order to better serve the taxpayers of Tarrant County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ The scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- ☐ The project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other (please specify).

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to:

Tarrant County Purchasing Department
100 E. Weatherford, Suite 303
Fort Worth, TX 76196-0104

RFP FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES

OPTION A

Description – Turn-Key Urine Testing Service conducted at CSCD Sites

Vendor will submit a bid for providing adequate staffing (collection technicians) for the forensic (direct observation) collection and prescreening of urine specimens with preparation and submission of specimens for laboratory testing/confirmation.

URINE SCREENING AND CONFIRMATION CONCENTRATIONS AND PRICING

Vendor must provide pricing for staffing two (2) locations and three (3) locations

Please complete one form for 2 location pricing and one form for 3 location pricing

7-Panel Tests	Screening Cutoff Concentration	Confirmation Cutoff Concentration	Limit of Detection Concentration	Screening Cost Per Unit	Confirmation Cost Per Unit
7-Panel					
Amphetamine / Methamphetamine / Benzodiazepine / Cocaine / Cannabinoids (THC) / Opiates / Phencyclidine (PCP)				\$	\$
7-Panel plus ETG					
Amphetamine / Methamphetamine / Benzodiazepine / Cocaine / Cannabinoids (THC) / Opiates / Phencyclidine (PCP) / EtG/EtS (Alcohol)				\$	\$

Note: When providing costs, the 7–Panel tests should be counted as one unit.

During FY2019 (pre COVID), Tarrant County CSCD submitted approximately **127,020** urine samples for testing/confirmation and approximately **84,045** during FY2020. After the start of the pandemic, the number of samples submitted decreased significantly and has fluctuated over the past 18 months.

While CSCD anticipates testing volume to eventually return to normal (pre COVID) levels, we are currently unable to estimate future testing needs based on the current environment.

CSCD reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. CSCD does not guarantee a minimum number of tests for services related to this RFP.

RFP FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES

<u>URINE SCREENING AND CONFIRMATION CONCENTRATIONS AND PRICING</u>					
Custom Tests	Screening Cutoff Concentration	Confirmation Cutoff Concentration	Limit of Detection Concentration	Screening Cost Per Unit	Confirmation Cost Per Unit
Cocaine				\$	\$
Marijuana (THC)				\$	\$
Opiates (codeine, morphine, Hydrocodone, hydromorphone, oxycodone and oxymorphone)				\$	\$
6-Acetylmorphine				\$	\$
Amphetamines					
Amphetamine				\$	\$
Methamphetamine				\$	\$
MDMA (Ecstasy)				\$	\$
D vs Isomer				\$	\$
Benzodiazepines (List all parent and metabolite substances on the form below.)				\$	\$
PCP				\$	\$
Methadone				\$	\$
Barbiturates (List all substances on the form below.)				\$	\$

RFP FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES

<u>URINE SCREENING AND CONFIRMATION CONCENTRATIONS AND PRICING</u>					
Alcohol					
Ethanol Screen				\$	\$
Ethanol Confirmation				\$	\$
EtG				\$	\$
EtS				\$	\$
Anabolic Steroids (+A33:F47+A33:F47List all substances on the form below.)				\$	\$
Gammahydroxybutyrate (GHB)				\$	\$
LSD				\$	\$
Fentanyl (opiate family)				\$	\$
Propoxyphene				\$	\$
Synthetic Cannabis (aka Spice, K-2) (List all substances on the form below.)				\$	\$
Substituted Cathinones (aka Bath Salts) (List all substances on the form below.)				\$	\$

RFP FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES

LIST OF ANY ADDITIONAL SUBSTANCES VENDOR IS CAPABLE OF TESTING FOR THAT ARE NOT LISTED ABOVE:

[illegible]

RFP FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES

OPTION A

Description – Hair Collection

Vendor will submit a bid for collecting and preparing hair specimens for shipping to CSCD's current Vendor for Hair Testing Confirmation Services.

HAIR COLLECTION PRICING FORM

Number of CSCD Locations	Action	Cost per Collection
2	Collect and prepare hair sample for shipping	\$
3	Collect and prepare hair sample for shipping	\$

RFP FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES

OPTION B

Description – Urine Laboratory Confirmation Only

Vendor will submit a bid for providing laboratory confirmation of specimens (positive screens and any screens requested by CSCD only) collected by CSCD collection technicians and sent to Vendor.

URINE SCREENING AND CONFIRMATION CONCENTRATIONS AND PRICING

7-Panel Tests	Screening Cutoff Concentration	Confirmation Cutoff Concentration	Limit of Detection Concentration	Screening Cost Per Unit	Confirmation Cost Per Unit
7-Panel					
Amphetamine / Methamphetamine / Benzodiazepine / Cocaine / Cannabinoids (THC) / Opiates / Phencyclidine (PCP)				\$	\$
7-Panel plus ETG					
Amphetamine / Methamphetamine / Benzodiazepine / Cocaine / Cannabinoids (THC) / Opiates / Phencyclidine (PCP) / EtG/EtS (Alcohol)				\$	\$
Note: When providing costs, the 7–Panel tests should be counted as one unit.					

RFP FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES

<u>URINE SCREENING AND CONFIRMATION CONCENTRATIONS AND PRICING</u>					
Custom Tests	Screening Cutoff Concentration	Confirmation Cutoff Concentration	Limit of Detection Concentration	Screening Cost Per Unit	Confirmation Cost Per Unit
Cocaine				\$	\$
Marijuana (THC)				\$	\$
Opiates (codeine, morphine, Hydrocodone, hydromorphone, oxycodone and oxymorphone)				\$	\$
6-Acetylmorphine				\$	\$
Amphetamines					
Amphetamine				\$	\$
Methamphetamine				\$	\$
MDMA (Ecstasy)				\$	\$
D vs Isomer				\$	\$
Benzodiazepines (List all parent and metabolite substances on the form below.)				\$	\$
PCP				\$	\$
Methadone				\$	\$
Barbiturates (List all substances on the form below.)				\$	\$

RFP FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES

<u>URINE SCREENING AND CONFIRMATION CONCENTRATIONS AND PRICING</u>					
Alcohol					
Ethanol Screen				\$	\$
Ethanol Confirmation				\$	\$
EtG				\$	\$
EtS				\$	\$
Anabolic Steroids (List all substances on the form below.)				\$	\$
Gammahydroxybutyrate (GHB)				\$	\$
LSD				\$	\$
Fentanyl (opiate family)				\$	\$
Propoxyphene				\$	\$
Synthetic Cannabis (aka Spice, K-2) (List all substances on the form below.)				\$	\$
Substituted Cathinones (aka Bath Salts) (List all substances on the form below.)				\$	\$

RFP FOR DRUG AND ALCOHOL LABORATORY TESTING SERVICES

LIST OF ANY ADDITIONAL SUBSTANCES VENDOR IS CAPABLE OF TESTING FOR THAT ARE NOT LISTED ABOVE:

[illegible]

**RFP FOR ANNUAL CONTRACT FOR
DRUG AND ALCHOL LABORATORY TESTING SERVICES**

PROPOSAL FEE SCHEDULE FORM

**Provide below all costs associated with this RFP.
Charges not listed in RFP will not be allowed.
List below any applicable fees that may be charged to the Department.**

[illegible]

**THE ORIGINAL AND FIVE (5) COPIES
OF THIS PAGE MUST BE RETURNED WITH PROPOSAL!**

Please cut out and affix to the outside of your response package.



**TARRANT COUNTY
SEALED BID/PROPOSAL/RESPONSE**

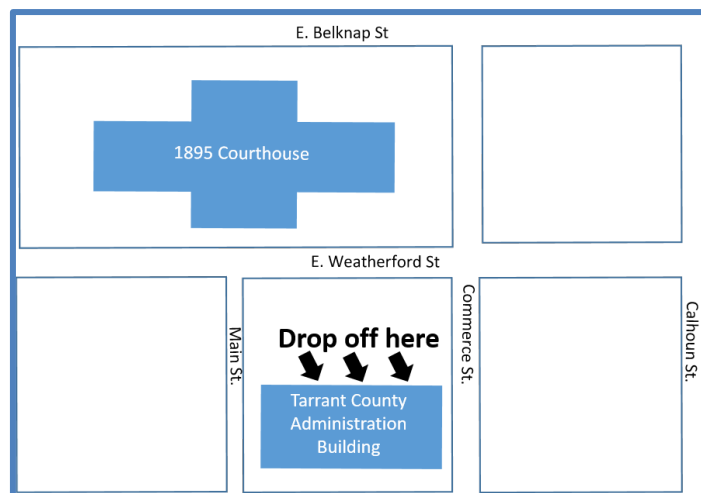
RFP No. 2022-018

**RFP FOR ANNUAL CONTRACT FOR DRUG AND ALCOHOL
LABORATORY TESTING SERVICES**

Due Date: OCTOBER 28, 2021 AT 2:00 P.M.

**Tarrant County Administration Building
ATTN: Purchasing Department
100 E. Weatherford St., Third Floor, Suite 303
Fort Worth, Texas 76196-0104**

**Street
View**



**Building
View**

