

REQUEST FOR PROPOSAL  
FOR

Agency Wide Alcohol and Drug Testing Services

**RFP # TMC2016-012**

ISSUED BY:

TEXAS MIGRANT COUNCIL, INC.



Corporate Office  
P. O. Box 2579 – 5215 McPherson Road  
Laredo, Texas 78044-2579

Issue Date:  
December 13, 2016

Due Date & Time:  
January 10, 2017  
3:00 P. M. (CST)

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## A. INTRODUCTION

### Description of TMC

TMC is a multi-service corporation that receives federal funding from the Department of Health and Human Services, Administration for Children and Families, and state funding from the Texas Workforce Commission, Texas Department of Health, and the Texas Education Agency. TMC was incorporated in 1971 as a private, not for profit corporation to improve the conditions of low income families and migrant farm worker families by obtaining and providing families with primary health care, day care, early childhood intervention, adult education, and job training through coordination with state, federal and local agencies, and various organizations with the ultimate goal of assisting them to acquire skills, knowledge, and opportunities to become self-sufficient, productive citizens, with dignity and respect. TMC is governed by a Board of Directors with duties and responsibilities given to the President/Chief Executive Officer. On a bi-monthly basis, a Board of Directors meeting is held wherein the CEO reports to the board the activities of the corporation.

**Mobile Migrant Seasonal Head Start Program:** The Migrant Seasonal Head Start program is an interstate /intrastate program that provides comprehensive Head Start services to migrant children zero to five years of age. During the home-base phase (September to May), it operates three regional offices and 50 sites in Texas throughout the Hidalgo, Willacy, Cameron, Middle Rio Grande, South Texas, Rural Coastal Bend and Panhandle regions, and two regional offices in the states of Ohio and Indiana. During the summer, the in-stream phase of May to October, services are provided in the states of Ohio, Indiana, Oklahoma, Iowa, Nevada, New Mexico and the Panhandle regions of Texas. A core staff of approximately 25 is employed in Ohio and Indiana. Approximately 200 staff members relocate from the Texas program and are re-employed or transferred to work in these states. Staff members work 3 to 5 months during this phase. Staff is not required to relocate, but are given an opportunity to fill vacancies that may occur.

**TMC Head Start and Early Head Start Program:** TMCHS & EHS is a program for preschool children from low-income families. TMC operates 13 centers including San Isidro ISD Head Start in Starr County and 3 centers in Zapata County.

**The Golden Crescent Head Start Program:** GCHS is a program for preschool children from low-income families. TMC operates 16 centers in 6 counties (Victoria, Gonzales, Calhoun, Dewitt, Lavaca, and Jackson) in the Texas' Golden Crescent area.

The Head Start program provides comprehensive education, health, nutrition and parent involvement services to low-income children and their families. The program promotes school readiness by enhancing the social and cognitive development of children and families. The children enrolled in Head Start participate in a variety of pre-school educational activities. The program provides children with numerous opportunities to experience success, and foster the role of parents as primary educators, nurturers, and advocates for their children. Head Start provides children with pre-school learning opportunities and places emphasis on social services, health/mental health, nutrition, and parental involvement services.

Early Head Start is a program for children age zero to three that promotes healthy prenatal outcomes, healthy family functioning, and strengthens the development of infants and toddlers. The children enrolled in the Early Head Start program are provided a nurturing, safe and developmentally appropriate learning environment for infants and toddlers. The program provides multiple experiences to infants and toddlers that will enhance their growth, language, and social development. The program further promotes the parents as primary caregivers and educators of their children and encourages them to be strong advocates for their children. The Early Head Start program enrolls pregnant women and connects them to prenatal and postnatal care community resources.

**Other Programs:** TMC operates other programs such as the *Workforce Solutions – Golden Crescent* funded by the Local Workforce Board in Victoria, Texas. This program provides an opportunity for members of the community that are either unemployed, underemployed, or wanting to improve their job skills or receive training for a specific job, to come to the center. If the individual qualifies, he/she is enrolled into a program that meets their particular needs. An individual may also come to the center to receive information on the different employment opportunities that are available. The center also provides career counseling, language development, and support services for individuals who qualify for these services.

### Background and Objectives

TMC proposes to contract for alcohol and drug testing services for all TMC programs. (See attached Exhibit B for listing of all program service areas.

## B. NOTICE TO RESPONDENTS

1. TMC is accepting competitive sealed proposals to contract with a qualified firm/contractor to provide Alcohol and Drug Testing Services in accordance with the terms, conditions and requirements set forth in this Request for Proposal, RFP No. TMC2016-012.
2. TMC will accept proposals until Tuesday – January 10, 2017 on or before 3:00p.m. (CST). Proposals shall be mailed or delivered to:

TMC  
ATTN: Sandra E. Caudillo, Purchasing & Contract Manager  
P. O. Box 2579 – Laredo, Texas 78044-2579 or  
5215 McPherson Rd. – Laredo, Texas 78041

**Show the Request for Proposal number and submittal date on the sealed proposal envelope (box/container).**

3. Any questions or concerns regarding this Request for Proposal, including the Scope of Work and Specifications shall be submitted in **writing** and directed to:

Sandra E. Caudillo, Purchasing & Contract Manager  
Phone: (956) 722-5174 ext. 1156  
FAX: (956) 722-0803  
E-mail: [sandra.caudillo@mail.tmccentral.org](mailto:sandra.caudillo@mail.tmccentral.org)

Any written request for information or questions may be submitted up to **Tuesday – January 3, 2017 by 5:00 p.m. (CST)**. Responses by TMC will be provided by no later than **Thursday – January 5, 2017 by 5:00 p.m. (CST)**.

4. The successful respondent will be required to enter into an agreement in the form attached hereto as **Exhibit A**. The Agreement, The Terms and Conditions in this Request for Proposal, the Contractor's Proposal, the Execution of Offer, Respondents Questionnaire and all addenda and amendments issued will be considered the Contract. **The President/Chief Executive Officer of TMC shall be the only person authorized to sign on any contract TMC enters into. Respondent is hereby notified that the signature of any other staff member entered on the signature line of the agreement form, or any other contract document, will not be recognized by TMC as valid.**
5. Responses to inquiries, which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and mailed to all parties recorded by TMC as having received a copy of the RFP. All such addenda issued by TMC prior to the time that proposals are received shall be considered part of the RFP. Only those inquiries TMC replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

6. **Contract Award Process:** After opening of proposals, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or on the basis of negotiation with any of the Respondents or, at TMC's sole option and discretion, TMC may discuss or negotiate all elements of the proposal with selected Respondents. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposal(s). After the submission of a proposal but before making an award, TMC may permit the Respondent to revise the proposal in order to obtain the best and final offer. TMC reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, award multiple contracts, and reject any and all proposals if deemed to be in the best interests of TMC, or re-solicit for proposals. If TMC awards a contract, it will award the contract to the Respondent whose proposal is the most advantageous to TMC, considering price and the evaluation factors set forth in this RFP.
  
7. **Criteria for Selection:** The Respondent selected for an award will be the Respondent whose proposal, as presented in the response to this RFP, is the most advantageous to TMC. TMC is not bound to accept the lowest priced proposal if that proposal is not in the best interest of TMC as determined by TMC.

Proposals will be evaluated by TMC personnel. The criteria for evaluation of proposals, and selection of the successful respondent for this award, will be based on the factors listed below:

- a. The respondent's demonstrated competence and experience in providing Alcohol and Drug Testing Services.
 

**15 Points**
- b. The qualifications, education, and/or experience of the individual(s) who will conduct the testing.
 

**15 Points**
- c. The ability to provide agency-wide services in Texas, Ohio, Indiana, New Mexico, Iowa, Nevada, and Oklahoma.
 

**15 Points**
- d. The overall cost to TMC for the services to be performed.
 

**20 Points**
- e. The quality of references from past customers of respondent. **(At Least 3 References must be submitted)**

**10 Points**
- f. Respondent's demonstrated ability to provide services on a timely manner.
 

**15 Points**
- g. Respondent's responses to questions on Section H.
 

**10 Points**
  
8. Submission of a proposal indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by TMC

- during the assigning of points.
9. Late proposals properly identified will be returned to Respondent unopened. Late proposals will not be considered under any circumstances.
  10. Telephone proposals are **NOT** acceptable when in response to the Request for Proposal.
  11. Facsimile (“FAX”) proposals are **NOT** acceptable when in response to this Request for Proposal.

## C. PROPOSAL REQUIREMENTS

### 1. General Instructions

- a. Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b. Proposals and any other information submitted by Respondents in response to this Request for Proposal shall become the property of TMC.
- c. TMC will not provide compensation to Respondents for any expenses incurred for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated.
- d. Proposals which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by TMC, at its option.
- e. TMC makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in TMC's best interest.
- f. Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

### 2. Preparation and Submittal Instructions

- a. Firms are instructed to complete, sign and return the following documents as a part of their proposal submittal. Failure to return these documents may subject your proposal to disqualification.

Signed and Completed Execution of Offer

Signed and Completed Pricing Schedule

A list of clinics network near each TMC Center or Program.

List of approved specimen collection centers for collection of biological specimens near each TMC Center or Program.

- b. Responses to this RFP must include answers to questions in Section H. It is not necessary to repeat the question in your response; however, it is essential that you reference the question number with your response corresponding accordingly.



- c. Number of Copies: Submit a total of **six (6)** complete copies of the entire response. An original signature must appear on the Execution of Offer of at least one (1) copy submitted.
- d. A proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by TMC.
- e. Validity Period: Proposals are to be valid for TMC's acceptance for a minimum of 90 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the life of the Contract.

3. Pricing Schedule

- a. Respondent must complete the Pricing Schedule. If more space is needed, respondents may attach additional pages.
- b. TMC will not recognize or accept any charges or fees that are not specifically stated in the Respondent's proposal.

## D. STANDARD TERMS AND CONDITIONS

1. General: These General Terms and Conditions shall be made a part of and govern any Purchase Order and/or Contract, if any, resulting from this Request for Proposal.
2. Definitions: Whenever the following terms are used in these General Terms and Conditions or in the other Contract Documents the intent and meaning shall be interpreted as follows:

Contract Documents shall mean the documents that form the Contract between TMC and the Contractor. The Contract Documents consist of the Agreement, Conditions of the Contract (this Section – Standard Terms and Conditions), Scope of Work and Specifications, Pricing Schedule, Execution of Offer, and all Addenda and Amendments issued prior to and after the execution of the Contract.

TMC shall mean Texas Migrant Council, Inc.

Respondent shall mean the individual, partnership, corporation, or other entity responding to this RFP.

Contractor shall mean the individual, partnership, corporation, or other entity awarded a Contract under this RFP, in accordance with the terms, conditions, and requirements herein.

3. Entire Agreement. The Contract Documents, for all intents and purposes, are intended as the complete and exclusive statement of the agreement between TMC and the Contractor and supersede all prior or contemporaneous agreements, negotiations or oral representations relating to the subject matter herein.
4. Time of Performance. Time is of the essence in the rendering of services hereunder. Contractor agrees to perform all obligations and render services set forth per this Contract in accordance with the schedules mutually agreed upon between TMC and Contractor during the term of this Contract.
5. Termination
  - a. Default: In the event that the Contractor fails to carry out or comply with any of the terms and conditions of the Contract with TMC, TMC may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within 15 days; and in the event that the Contractor fails to remedy such failure or default within the 15 day period, TMC shall have the right to cancel the Contract.
  - b. Lack of Funding: The Contract may be terminated, without penalty, by TMC due to lack of funding from its funding source(s). TMC shall give thirty (30) days’ written notice to the Contractor. In no event shall termination by TMC as provided for in this paragraph give rise to any liability on the part of TMC including, but not limited to,

any claims of Contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. TMC's sole obligation hereunder is to pay Contractor for products and/or services ordered prior to the date of termination.

6. Payment

- b. Payment to Contractor for services performed will be done upon completion of work and upon submittal of invoices.
- c. Any provision hereof to the contrary notwithstanding, TMC shall not be obligated to make any payment to Contractor hereunder if any one or more of the following conditions precedent exist:
  - 1) Contractor is in breach or default;
  - 2) Any part of such payment is attributable to services which are not performed in accordance with this Contract.

7. Independent Contractor. Contractor recognizes that it is engaged as an independent contractor and acknowledges that TMC will have no responsibility to provide transportation, insurance, workmen's compensation or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of TMC by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of TMC.

8. Contract Amendments. The Contract may be amended within the contract period by mutual consent of the parties. No modifications or amendments to the Contract shall become valid unless in writing and signed by both parties.

9. Compliance with Law. Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including:

- a. Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D))
- b. Executive Order 11246 of September 14, 1965 (Equal Employment Opportunity), as amended by Executive Order 11375 of October 13, 1967
- c. Non-segregated Facilities (41 CFR 60-1),
- d. Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended
- e. Americans with Disabilities Act of 1990 (42 USC 12101 et seq.)

- f. Contract Work Hours and Safety Standards Act, Sections 103 and 107 (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5)
  - g. Health Insurance Portability and Accountability Act of 1996 (HIPPA).
- 10. Access to Documents. To the extent applicable to this procurement, Contractor agrees to grant access to TMC, the Federal Grantor agency, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers and records of the Contractor, which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions.
- 11. Acceptance of Products and/or Services. All products furnished and/or services performed under this Contract shall be to the satisfaction of TMC and in accordance with the scope of work, specifications, terms, and conditions of the Contract. TMC reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.
- 12. Sales and Use Tax. TMC, as a grantee of the U.S. Federal government, qualifies for exemption from sales tax.
- 13. Insurance. Contractor shall maintain, during the term of this Agreement, vehicle liability insurance required by the state of Texas covering all personnel in the vehicle while performing under this Agreement.
- 14. Indemnification
  - a. To the fullest extent permitted by applicable law, the Contractor agrees to indemnify, protect and hold harmless TMC, representatives of the TMC, and their respective officers, directors and employees from and against all claims, damages, losses, causes of action, suits or judgments arising out of, caused by, or resulting from the performance of services, or provision of goods, by contractor pursuant to this contract, which are caused in whole or in part by any negligent act or omission of the contractor.
  - b. Contractor shall protect and indemnify TMC from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder.
- 15. Force Majeure. If either TMC or Contractor is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such Party's control and which could not have been reasonably anticipated by either TMC or Contractor, then the time for performance of such Party shall be extended by one (1) day for each day of such delay.

16. Non-Disclosure. Contractor and TMC acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization.
17. Patent and Copyright. Contractor shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by this Contract.
18. Governing Law. This contract and any resulting agreement or purchase order shall be construed and governed by the laws of the State of Texas.

## E. SCOPE OF WORK AND SPECIFICATIONS

### 1. Scope of Work

This procurement is for TMC Agency Wide - Alcohol and Drug Testing Services.

### 2. Service Specifications

#### **Services to be provided:**

The contractor shall furnish any necessary equipment, hardware, software, materials, shipping and testing supplies needed in order to complete services as outlined in the RFP and Scope of Work.

This includes but is not limited to:

#### **Materials and Supplies:**

- Sterile, sealed plastic specimen bottles. The bottles are to be clear so the specimen volume and color can be easily seen. Bottles are to have an affixed temperature strip and raised volume or capacity lines. Each bottle shall have a tamper-proof security tape to ensure sterilization and secure the lid. The tamper-proof tape will easily tear or become destroyed if the bottles are tampered, altered or attempts to remove the lid prior to specimen deposit.
- Self-sealing divided plastic bags that are of sufficient strength and durability to contain any liquid that may leak from a broken, cracked or leaking bottle. Each bag must have a specific area for the specimen container and a separate area for all necessary paperwork.
- Drug and alcohol testing requisition forms. Each requisition form should be data entered information, automatically printed, includes the specific information as finalized by Texas Migrant Council Inc. upon contract execution and chain of custody documentation for test collection and outline all testing requirements.
- Any hardware and/or software that will be required or needed in order to complete forms, reports, testing results or other required information and services. All costs, retrofitting or interfacing for hardware and/or software with Texas Migrant Council Inc. will be at Contractor's expense.

#### **Data Management System**

- The contractor will provide a Data Management System ("DMS") that is interfaced with lab analyzers for the assignment of Specimen IDs, reporting of drug and alcohol test results, and capable of providing statistical data necessary for the evaluation and monitoring of on-site drug testing services. Information gathered by Contractor will be utilized for the preparation of monthly reports of services, reports for administrative meetings with Texas Migrant Council Inc. officials, and semi-annual and annual reports for the analysis of services provided.
- DMS must provide access via a secure website. A mobile app will be beneficial but not required.

- DMS software must be Software as a Service (SaaS) system or cloud-based technology. Software should be compatible with standard browsers including, but not limited to, Internet Explorer, Google and Google Chrome, Firefox and Safari.
- DMS must be secure, and may only be accessed by designated users. An unlimited number of users should be allowed, and Texas Migrant Council Inc. must be capable of adding or deleting designated users as necessary. The contractor should include in its proposal the security components of its DMS and its ability to allow for the multiple designated users.
- DMS will be available at all times. The contractor should coordinate with Texas Migrant Council Inc. at least two (2) days in advance to schedule downtime due to routine maintenance.
- DMS must be capable of assigning unique Specimen IDs for each test performed that meet the following criteria:
  1. The Specimen ID must be traceable to the particular Donor (as well as his/her demographic details) that can later be reported to designated Texas Migrant Council Inc. employee(s). The identity and demographic details of the Donor will be provided by Texas Migrant Council Inc. via the DMS.
  2. Specimen IDs must be encoded such that the specimen can be verified by the Donor and DISC employee collecting the specimen at the time of collection and can be tracked throughout the drug testing process, but while allowing the Donor to remain anonymous to all others.
  3. The Specimen ID should be a barcode format or other traceable encoded format comprised of at least nine (9) characters.
- The contractor must be able to generate or provide a tool to generate, testing requisition forms that include donor labels and include identifying information to be used for verification purposes as the sample is collected along with a matching peel-off adhesive label to be placed on the specimen cup to uniquely identify that specimen and donor.
- DMS must be capable of randomizing individuals to be tested.
- DMS must allow designated Texas Migrant Council Inc. employee(s) to enter additional individuals to be tested.
- DMS must be capable of tracking each specimen throughout the process and producing an electronic document image (PDF) of Chain of Custody document(s) at each step of the testing and confirmation phases. The image of the Chain of Custody document(s) should be downloadable by Texas Migrant Council Inc. from the DMS at any time. As changes are made to the Chain of Custody, updates must be available on the DMS and/or reported to Texas Migrant Council Inc. electronically.
- DMS must be capable of producing Test Results in an electronic document image (PDF) within 48 hours of receipt of the specimen. The image of the Test Results document(s) should be downloadable and available to Texas Migrant Council Inc. at all times. Texas Migrant Council Inc. may request for faster turnaround times as needed.
- DMS must be able to create aggregate statistical reporting on testing results and

tested population demographics including, but not limited to, the number of total tests taken, positive tests reported, and the number of positive tests confirmed, false positives and false negatives. The contractor should provide in its proposals any additional statistical reporting that its DMS system is capable of providing.

### **Reporting**

At a minimum, the Contractor will report to designated Texas Migrant Council Inc. employee(s) Preliminary Test Results, Confirmation Test Results, and Chain of Custody forms through the DMS that will be able to stand up to legal challenges and courts of law in the State of Texas. These documents should include the following:

1. **Preliminary Test Results** will include: Specimen ID, collection date, date tested, name of Donor, Donor ID, drug test result (positive, negative, or rejected or invalid with reason for invalid or rejected, or designated as unavailable), drug(s) and/or metabolite(s) tested, and name of staff who performed the test. Preliminary test results will be available within 48 hours of receipt of specimen.
2. **Confirmation Test Results** will include: Specimen ID, collection date, date tested, name of Donor, Donor ID, drug test result (positive, negative, or rejected or invalid with reason for invalid or rejected), drug and/or metabolite tested, a quantitative value, and a certification by and operator ID number of Contractor's employee who performed the test. Confirmation test results will be available within 48 hours of request and receipt of specimen.
3. **A daily report of results** should be sent via electronic mail to designated Texas Migrant Council Inc. staff by close of business each day containing all of the following items: Donor name, test date, test results, and whether it is a preliminary or confirmation test.
4. **Statistical reports** should be made available or/and sent to Texas Migrant Council Inc. Contract Manager on a monthly basis.
5. **Other reports** as requested by Texas Migrant Council Inc.

### **Administrative**

- The contractor will provide professional management to support drug and alcohol testing for Texas Migrant Council Inc.
- The contractor will design and recommend any new policies, procedures, and protocols for drug and alcohol testing.
- The contractor will be responsible for ensuring that their staff reports any problems or unusual situations with the laboratories, problems with shipping/handling or reporting to Texas Migrant Council Inc. Program Supervisor or designee.
- A representative of Contractor will be available to Texas Migrant Council Inc. from 8:00 am to 5:00 pm Monday through Friday (excluding holidays or office closures) and if requested, available in person at a Texas Migrant Council Inc. location for the fulfillment of contractual requirements.
- The contractor will develop a mechanism to provide a review of cost containment procedures. Results will be reported to Texas Migrant Council Inc., including, but not limited to, providing information on the pricing and capabilities of Contractor to test new or trending drugs.



- The contractor will provide legal support for all challenges relating to the services provided by Contractor pursuant to this RFP.

### **Testing and Testing Methodologies**

- The contractor will define random testing based on State requirements and Federal regulations.
- The contractor will ensure drug and alcohol testing for bus drivers comply with the Department of Transportation (DOT) Rule 49 CFR Part 40.
- Testing sensitivity for all drugs must be equal to or surpass College of American Pathologists (CAP) standards. Upon request, Contractor must be able to furnish proof of the control and calibration of system and ability of the system to identify a proven low level of false positives and false negatives and steps for positive testing results. The contractor will furnish such requests to Texas Migrant Council Inc. within three (3) working days of a request being made.
- Contractor may provide confirmation testing on other substances, as they become available and/or subject to abuse and request by Texas Migrant Council Inc. Drug Court and exceptional testing shall be subject to the same provisions as other testing. The contractor should provide in its proposal any additional substances it is capable of both testing for and confirming test results.
- Texas Migrant Council Inc. will require certain tests be conducted on-site at a Texas Migrant Council Inc. facility. Should on-site testing require Texas Migrant Council Inc. to obtain or utilize specific equipment or software in order to complete on-site testing, it will be the Contractor's responsibility to provide all equipment including, but not limited to, all hardware and software necessary for the operation and maintenance of testing services. The contractor should include in its proposal the estimated time it will take to install and make fully operational the equipment in all sites.
- The contractor must have the ability to conduct confirmation testing on all specimens as requested by Texas Migrant Council Inc.
- Confirmation testing should be Gas Chromatography/Mass Spectrometry (GC/MS). Gas Chromatography/Flame Ionization Detection (GC/FID) may be utilized for confirmation of Ethanol. The contractor may propose alternative testing methods in its proposal, provided that Contractor also provides verification from an outside or independent source that the alternative method is as reliable, meets national standards.
- Cut off levels must be in compliance with nationally recognized standards and followed unless technology changes or upon the advice of the certifying laboratory with written notification and approval of Texas Migrant Council Inc.
- The contractor will implement protocols or procedures to ensure proper chain of custody once the specimen arrives at the Contractor site and throughout the testing, shipping, and confirmation process.
- The contractor will provide confirmation results within two (2) business days from the time sample is received at the Contractor lab.
- The contractor will ensure all confirmation testing is properly authorized, documented and accurate.
- At the request of Texas Migrant Council Inc., the Contractor shall perform urine drug

screenings for the drugs listed below. If screening is positive, the Contractor shall perform confirmation testing utilizing the most recent and up to date methods that will be upheld in a court of law in any of the States that Texas Migrant Council Inc. operates.

- In addition, the total level of a positive result, the specific drug(s) showing positive result(s), and the specific delta-9-tetrahydrocannabinol (THC) will be included in the final testing report at all times.
- New/emergent drugs, the contractor must have the ability to test for new, synthetic, or emergent drugs as they come into use. Texas Migrant Council Inc. will contact the contractor when a new/emergent drug becomes known to local law enforcement and has become an abused drug by the Consumer population.
- Following are the tests that TMC will be requesting along with a monthly or yearly estimated numbers of tests:
  - New Hires and Re-Hires  
All Texas Migrant Council Inc. New Hires and Re-Hires, which include Bus Drivers, will be given a Pre-Employment Drug and Alcohol testing. (Bus Driver testing will comply with DOT requirements).
  - Random  
All Texas Migrant Council Inc. employees will be included in the testing pool for drug and alcohol test.
  - Reasonable Suspicious/Probable Cause
  - Post-Accident/Incident  
All Texas Migrant Council Inc. New Hires and Re-Hires, which include Bus Drivers, will be given a Pre-Employment Drug and Alcohol testing. (Bus Driver testing will comply with DOT requirements).
  - Return to Duty  
Regular Drug and Alcohol test may be required per year.
  - Follow-Up  
Regular Drug and Alcohol test may be required per year.

#### **Collection - Frequency and Sites:**

Provision of services shall be at all TMC areas of program operation within the States of Texas, Indiana, Ohio, New Mexico, Iowa, Nevada, and Oklahoma. The contractor is to be capable and able to provide on-site drug and alcohol testing, and also, set-up a network of clinics near each TMC Center/Program and location for mandated and non-mandated employees. The contractor should be able to provide Texas Migrant Council with a second option of clinic to attend in case the first option is not available. The contractor is to utilize laboratories certified by the Department of Health and Human Services for the testing of biological specimens when required by Mandated Federal Testing Programs. Testing that is not mandated by Federal Regulations will be performed by laboratories certified by either the Department of Health and Human Services or the College of American Pathologist. The Contractor shall also be responsible for all costs associated with the transportation of samples. The contractor will comply with all Federal and State testing regulations in which Texas Migrant Council Inc. operates.

**Miscellaneous:**

- The contractor will be required to ensure through written documentation the confirmation of results accuracy in a percentile format.
- The contractor will conduct drug and alcohol testing education and reasonable training to Texas Migrant Council Inc. management staff.
- The contractor will provide supervisor training to spot drug and alcohol signs and symptoms.
- The contractor must provide a phone number, contact person, and if applicable, the name(s) of contractor personnel who will be accessible for Texas Migrant Council Inc. employees to contact for supply re-order, test result verification, and resolution of any other problems.
- The contractor must be available for any Court verifications upon request.

**Invoice:**

The Contractor shall provide Texas Migrant Council Inc. Accounts Payable Manager a detailed invoice on a monthly basis that must include an invoice number, date, number of specimens tested, and any other information as required by Texas Migrant Council Inc. accounting department. TMC will not process payment directly to collection sites/clinics all invoices from collection sites/clinics must be billed to Contractor and Contractor to TMC.

Invoices will be submitted no later than the 10<sup>th</sup> of each month. Due to reporting and processing times, Texas Migrant Council Inc. will initiate all payments upon receipt and in sufficient time so that the payment will arrive to the contractor within 60 days of invoice receipt. Texas Migrant Council Inc. will not pay for any penalties, interest or other fees outside of actual testing services. Texas Migrant Council Inc. is a non-profit corporation, therefore is exempt from any and all taxes.

**Representatives:**

The contractor will provide the name and phone number of its designated representative with whom daily contact may be made by test site representatives pertaining to obtaining supplies, requesting confirmations, and discussing operational situations. This person must ensure that he/she is only discussing these matters with the designated and authorized Department representative. If a question arises about the validity of the caller, then the designated representative will contact the primary/alternate test site representative(s) for a resolution to the situation.

**Implementation Plan:**

If required and necessary, the contractor must demonstrate the ability to transition from the current service delivery system. The transition plan will address an orderly and efficient start-up. Emphasize past experience in implementing state contracts and successes in this area. The Contractor must include a general approach to managing the project and ensuring accuracy and implementation in a reasonable time frame as designated by Texas Migrant Council Inc. and Contractor.

## F. EXECUTION OF OFFER

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.**

1. By signature hereon, Respondent offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, and requirements as set forth per the RFP documents contained herein.
2. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a TMC employee in connection with the submitted proposal.
3. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State of Texas, codified in Section 15.01, et. Seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
4. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
5. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal.
6. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of TMC.
7. By signature hereon, Respondent affirms that he has not received compensation for participation in the preparation of the specifications for this RFP.
8. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
9. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

10. The respondent certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Complete the following:

EIN/TIN No: \_\_\_\_\_

If Sole Owner, SS No: \_\_\_\_\_

If a Corporation, State of Incorporation: \_\_\_\_\_

Charter No: \_\_\_\_\_

Submitted By: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Phone and Fax Number)

\_\_\_\_\_  
(E-mail Address)

**G. PRICING SCHEDULE**  
RFP No. TMC2016-012

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish Alcohol and Drug Testing services as required at the below quoted terms:

Pricing Schedule (Contractor may use this format or attach a schedule on own form)

<b>Test</b>	<b>Rate per Test</b>
New Hire – Pre-Employment Drug Testing	\$
Random Drug Test – Staff	\$
Random Alcohol Breath Test – Staff	\$
Random Drug Test – Bus Driver	\$
Random Alcohol Breath Test – Bus Driver	\$
Reasonable Suspicion/Probable Cause	\$
Post-Accident/Incident	\$
Post-Accident Drug/Alcohol Test Kit	\$
Return to Duty Drug and Alcohol Test	\$
Follow-up Drug and Alcohol Test	\$

Note: It is the policy of TMC to use firm fixed price contracts. Under no circumstances will TMC enter into “Cost-plus- percentage-of-cost” or “percentage of cost” contracts. Contractor is to submit a fixed price per test/service provided.

**Other Pricing Information:**

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**Comments:**

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Addenda Checklist

Receipt is hereby acknowledged of the following addenda to this RFP.

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_

Submitted By: \_\_\_\_\_  
(Authorized Signature)

## H. RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to your proposal package. Please reference each response by its item number indicated below.

1. Legal name of the company: \_\_\_\_\_

Number of years in Business: \_\_\_\_\_

Type of Operation: Individual: \_\_\_\_\_ Partnership: \_\_\_\_\_ Corporation: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Provide the history of your firm, particularly your employee benefits division

2. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution?
3. Provide a customer reference list of no less than **three (3)** organizations with which your company currently has contracts with and has previously provided goods and/or services of equal type and scope, as requested herein, within the past five (5) years. The reference list must include company name, contact person, and telephone number, project description and length of business relationship.
4. Provide roles and qualifications for each of the proposed team members who would be working directly with TMC on administrative issues, questions, or problem solving, including their specific experiences with similar projects, and number of years with your company.
5. What is your process for ensuring customer satisfaction?
6. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between you company and any TMC employee or Board of Director? If yes, please explain.
7. Describe any other facets of your organization and your firm's experience that are relevant to this proposal that have not been previously described and that you feel warrant consideration.

Submitted by: \_\_\_\_\_  
(authorized signature)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

**This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).**

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Firm: \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_



**CERTIFICATION REGARDING LOBBYING**

*This certification is required by the Federal Regulations Implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).*

The undersigned certifies to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Representative

**DISCLOSURE OF INTERESTS**

It is the fiscal policy of the TMC that all persons or firms seeking to do business with the TMC to provide the following information. **Every question must be answered.**

*If the question is not applicable, answer with "NA".*

COMPANY NAME: \_\_\_\_\_

FEDERAL ID#: \_\_\_\_\_

P.O. BOX: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

Firm is: (1.) Corporation  (2.) Partnership  (3.) Sole Owner  (4.) Association  (5.) Other

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the name of each "non-managerial employee" of having an "ownership interest" constituting 10% or more of the ownership in the above name "firm"

Name	Job Title
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2. State the names of each "managerial employee" of the Board having an "ownership interest" constituting 10% or more of the ownership in the above name "firm"

Name	Job Title
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3. State the names of each "member" of the board or Board Staff having an "ownership interest" constituting 10% or more the ownership in the above name "firm"

Name	Job Title
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4. State the name of each employee or officer of a "consultant" for the Board who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 10% or more of the ownership in the above name "firm"

Name	Job Title
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5. Other

Name	Job Title
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CERTIFICATION REGARDING CONFLICT OF INTEREST

The undersigned bidder certifies that:

- (1) No officer, employee or paid representative or consultant of the proposer is a member of TMC's Board of Directors.
- (2) No officer, employee, paid representative or consultant of the proposer is a spouse to a member of the TMC's Board of Directors.
- (3) No officer, board member, the executive director, or employee of the TMC owns or controls more than 10 percent in the proposer/bidder's company.
- (4) No spouse of an officer, board member, the executive director, or employee of the TMC is an officer, manager, or paid representative or consultant of the proposer/bidder.
- (5) No member of the Board of Directors, the executive director or employee of the TMC receives compensation from the proposer/bidder for lobbying activities as defined in federal laws or Chapter 305 of the Texas Government Code.
- (6) Proposer/bidder has disclosed within the proposal any interest, fact or circumstances which does or may present a potential conflict of interest.
- (7) Should proposer/bidder fail to abide by the foregoing regarding conflict of interest, proposer/bidder shall not be entitled to recovery of any costs or expenses incurred in relation to any contract with TMC and shall immediately refund the TMC any fees or expenses that may have been paid under a contract and shall further be liable for any costs incurred or damages sustained by the TMC relating to that contract.

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Name of Organization

---

Signature of Authorized Representative

---

Typed/Printed Name of Authorized Representative

---

Date

EXHIBIT A

AGREEMENT FOR SERVICES

This Agreement is made and entered into as of \_\_\_\_\_ by and between TMC “TEACHING AND MENTORING COMMUNITIES” (“TMC”), and \_\_\_\_\_ (“Contractor”), whose address is at \_\_\_\_\_, and whose taxpayer identification number is \_\_\_\_\_.

TMC and Contractor agree as follows:

1. **Scope of Services**

Contractor is to provide services as follows:

The contractor shall furnish any necessary equipment, hardware, software, materials, shipping and testing supplies needed in order to complete services as outlined in the RFP and Scope of Work.

This includes but is not limited to:

**Materials and Supplies:**

- Sterile, sealed plastic specimen bottles. The bottles are to be clear so the specimen volume and color can be easily seen. Bottles are to have an affixed temperature strip and raised volume or capacity lines. Each bottle shall have a tamper-proof security tape to ensure sterilization and secure the lid. The tamper-proof tape will easily tear or become destroyed if the bottles are tampered, altered or attempts to remove the lid prior to specimen deposit.
- Self-sealing divided plastic bags that are of sufficient strength and durability to contain any liquid that may leak from a broken, cracked or leaking bottle. Each bag must have a specific area for the specimen container and a separate area for all necessary paperwork.
- Drug and alcohol testing requisition forms. Each requisition form should be data entered information, automatically printed, includes the specific information as finalized by Texas Migrant Council Inc. upon contract execution and chain of custody documentation for test collection and outline all testing requirements.
- Any hardware and/or software that will be required or needed in order to complete forms, reports, testing results or other required information and services. All costs, retrofitting or interfacing for hardware and/or software with Texas Migrant Council Inc. will be at Contractor’s expense.

**Data Management System**

- The contractor will provide a Data Management System (“DMS”) that is interfaced with lab analyzers for the assignment of Specimen IDs, reporting of drug and alcohol test results, and capable of providing statistical data necessary for the evaluation and monitoring of on-site drug testing services. Information gathered

- by Contractor will be utilized for the preparation of monthly reports of services, reports for administrative meetings with Texas Migrant Council Inc. officials, and semi-annual and annual reports for the analysis of services provided.
- DMS must provide access via a secure website. A mobile app will be beneficial but not required.
  - DMS software must be Software as a Service (SaaS) system or cloud-based technology. Software should be compatible with standard browsers including, but not limited to, Internet Explorer, Google and Google Chrome, Firefox and Safari.
  - DMS must be secure, and may only be accessed by designated users. An unlimited number of users should be allowed, and Texas Migrant Council Inc. must be capable of adding or deleting designated users as necessary. The contractor should include in its proposal the security components of its DMS and its ability to allow for the multiple designated users.
  - DMS will be available at all times. The contractor should coordinate with Texas Migrant Council Inc. at least two (2) days in advance to schedule downtime due to routine maintenance.
  - DMS must be capable of assigning unique Specimen IDs for each test performed that meet the following criteria:
    1. The Specimen ID must be traceable to the particular Donor (as well as his/her demographic details) that can later be reported to designated Texas Migrant Council Inc. employee(s). The identity and demographic details of the Donor will be provided by Texas Migrant Council Inc. via the DMS.
    2. Specimen IDs must be encoded such that the specimen can be verified by the Donor and DISC employee collecting the specimen at the time of collection and can be tracked throughout the drug testing process, but while allowing the Donor to remain anonymous to all others.
    3. The Specimen ID should be a barcode format or other traceable encoded format comprised of at least nine (9) characters.
  - The contractor must be able to generate or provide a tool to generate, testing requisition forms that include donor labels and include identifying information to be used for verification purposes as the sample is collected along with a matching peel-off adhesive label to be placed on the specimen cup to uniquely identify that specimen and donor.
  - DMS must be capable of randomizing individuals to be tested.
  - DMS must allow designated Texas Migrant Council Inc. employee(s) to enter additional individuals to be tested.
  - DMS must be capable of tracking each specimen throughout the process and producing an electronic document image (PDF) of Chain of Custody document(s) at each step of the testing and confirmation phases. The image of the Chain of Custody document(s) should be downloadable by Texas Migrant Council Inc. from the DMS at any time. As changes are made to the Chain of Custody, updates must be available on the DMS and/or reported to Texas Migrant Council Inc. electronically.
  - DMS must be capable of producing Test Results in an electronic document image

(PDF) within 48 hours of receipt of the specimen. The image of the Test Results document(s) should be downloadable and available to Texas Migrant Council Inc. at all times. Texas Migrant Council Inc. may request for faster turnaround times as needed.

- DMS must be able to create aggregate statistical reporting on testing results and tested population demographics including, but not limited to, the number of total tests taken, positive tests reported, and the number of positive tests confirmed, false positives and false negatives. The contractor should provide in its proposals any additional statistical reporting that its DMS system is capable of providing.

### **Reporting**

At a minimum, the Contractor will report to designated Texas Migrant Council Inc. employee(s) Preliminary Test Results, Confirmation Test Results, and Chain of Custody forms through the DMS that will be able to stand up to legal challenges and courts of law in the State of Texas. These documents should include the following:

6. **Preliminary Test Results** will include: Specimen ID, collection date, date tested, name of Donor, Donor ID, drug test result (positive, negative, or rejected or invalid with reason for invalid or rejected, or designated as unavailable), drug(s) and/or metabolite(s) tested, and name of staff who performed the test. Preliminary test results will be available within 48 hours of receipt of specimen.
7. **Confirmation Test Results** will include: Specimen ID, collection date, date tested, name of Donor, Donor ID, drug test result (positive, negative, or rejected or invalid with reason for invalid or rejected), drug and/or metabolite tested, a quantitative value, and a certification by and operator ID number of Contractor's employee who performed the test. Confirmation test results will be available within 48 hours of request and receipt of specimen.
8. **A daily report of results** should be sent via electronic mail to designated Texas Migrant Council Inc. staff by close of business each day containing all of the following items: Donor name, test date, test results, and whether it is a preliminary or confirmation test.
9. **Statistical reports** should be made available or/and sent to Texas Migrant Council Inc. Contract Manager on a monthly basis.
10. **Other reports** as requested by Texas Migrant Council Inc.

### **Administrative**

- The contractor will provide professional management to support drug and alcohol testing for Texas Migrant Council Inc.
- The contractor will design and recommend any new policies, procedures, and protocols for drug and alcohol testing.
- The contractor will be responsible for ensuring that their staff reports any problems or unusual situations with the laboratories, problems with shipping/handling or reporting to Texas Migrant Council Inc. Program Supervisor or designee.
- A representative of Contractor will be available to Texas Migrant Council Inc. from 8:00 am to 5:00 pm Monday through Friday (excluding holidays or office closures) and if requested, available in person at a Texas Migrant Council Inc.

- location for the fulfillment of contractual requirements.
- The contractor will develop a mechanism to provide a review of cost containment procedures. Results will be reported to Texas Migrant Council Inc., including, but not limited to, providing information on the pricing and capabilities of Contractor to test new or trending drugs.
  - The contractor will provide legal support for all challenges relating to the services provided by Contractor pursuant to this RFP.

### **Testing and Testing Methodologies**

- The contractor will define random testing based on State requirements and Federal regulations.
- The contractor will ensure drug and alcohol testing for bus drivers comply with the Department of Transportation (DOT) Rule 49 CFR Part 40.
- Testing sensitivity for all drugs must be equal to or surpass College of American Pathologists (CAP) standards. Upon request, Contractor must be able to furnish proof of the control and calibration of system and ability of the system to identify a proven low level of false positives and false negatives and steps for positive testing results. The contractor will furnish such requests to Texas Migrant Council Inc. within three (3) working days of a request being made.
- Contractor may provide confirmation testing on other substances, as they become available and/or subject to abuse and request by Texas Migrant Council Inc. Drug Court and exceptional testing shall be subject to the same provisions as other testing. The contractor should provide in its proposal any additional substances it is capable of both testing for and confirming test results.
- Texas Migrant Council Inc. will require certain tests be conducted on-site at a Texas Migrant Council Inc. facility. Should on-site testing require Texas Migrant Council Inc. to obtain or utilize specific equipment or software in order to complete on-site testing, it will be the Contractor's responsibility to provide all equipment including, but not limited to, all hardware and software necessary for the operation and maintenance of testing services. The contractor should include in its proposal the estimated time it will take to install and make fully operational the equipment in all sites.
- The contractor must have the ability to conduct confirmation testing on all specimens as requested by Texas Migrant Council Inc.
- Confirmation testing should be Gas Chromatography/Mass Spectrometry (GC/MS). Gas Chromatography/Flame Ionization Detection (GC/FID) may be utilized for confirmation of Ethanol. The contractor may propose alternative testing methods in its proposal, provided that Contractor also provides verification from an outside or independent source that the alternative method is as reliable, meets national standards.
- Cut off levels must be in compliance with nationally recognized standards and followed unless technology changes or upon the advice of the certifying laboratory with written notification and approval of Texas Migrant Council Inc.
- The contractor will implement protocols or procedures to ensure proper chain of custody once the specimen arrives at the Contractor site and throughout the testing, shipping, and confirmation process.

- The contractor will provide confirmation results within two (2) business days from the time sample is received at the Contractor lab.
- The contractor will ensure all confirmation testing is properly authorized, documented and accurate.
- At the request of Texas Migrant Council Inc., the Contractor shall perform urine drug screenings for the drugs listed below. If screening is positive, the Contractor shall perform confirmation testing utilizing the most recent and up to date methods that will be upheld in a court of law in any of the States that Texas Migrant Council Inc. operates.
- In addition, the total level of a positive result, the specific drug(s) showing positive result(s), and the specific delta-9-tetrahydrocannabinol (THC) will be included in the final testing report at all times.
- New/emergent drugs, the contractor must have the ability to test for new, synthetic, or emergent drugs as they come into use. Texas Migrant Council Inc. will contact the contractor when a new/emergent drug becomes known to local law enforcement and has become an abused drug by the Consumer population.
- Following are the tests that TMC will be requesting along with a monthly or yearly estimated numbers of tests:
  - New Hires and Re-Hires  
All Texas Migrant Council Inc. New Hires and Re-Hires, which include Bus Drivers, will be given a Pre-Employment Drug and Alcohol testing. (Bus Driver testing will comply with DOT requirements).
  - Random  
All Texas Migrant Council Inc. employees will be included in the testing pool for drug and alcohol test.
  - Reasonable Suspicious/Probable Cause
  - Post-Accident/Incident  
All Texas Migrant Council Inc. New Hires and Re-Hires, which include Bus Drivers, will be given a Pre-Employment Drug and Alcohol testing. (Bus Driver testing will comply with DOT requirements).
  - Return to Duty  
Regular Drug and Alcohol test may be required per year.
  - Follow-Up  
Regular Drug and Alcohol test may be required per year.

**Collection - Frequency and Sites:**

Provision of services shall be at all TMC areas of program operation within the States of Texas, Indiana, Ohio, New Mexico, Iowa, Nevada, and Oklahoma. The contractor is to be capable and able to provide on-site drug and alcohol testing, and also, set-up a network of clinics near each TMC Center/Program and location for mandated and non-mandated employees. The contractor should be able to provide Texas Migrant Council with a second option of clinic to attend in case the first option is not available. The contractor is to utilize laboratories certified by the Department of Health and Human Services for the testing of biological specimens when required by Mandated Federal Testing Programs.



Testing that is not mandated by Federal Regulations will be performed by laboratories certified by either the Department of Health and Human Services or the College of American Pathologist. The Contractor shall also be responsible for all costs associated with the transportation of samples. The contractor will comply with all Federal and State testing regulations in which Texas Migrant Council Inc. operates.

**Miscellaneous:**

- The contractor will be required to ensure through written documentation the confirmation of results accuracy in a percentile format.
- The contractor will conduct drug and alcohol testing education and reasonable training to Texas Migrant Council Inc. management staff.
- The contractor will provide supervisor training to spot drug and alcohol signs and symptoms.
- The contractor must provide a phone number, contact person, and if applicable, the name(s) of contractor personnel who will be accessible for Texas Migrant Council Inc. employees to contact for supply re-order, test result verification, and resolution of any other problems.
- The contractor must be available for any Court verifications upon request.

**Invoice:**

The Contractor shall provide Texas Migrant Council Inc. Accounts Payable Manager a detailed invoice on a monthly basis that must include an invoice number, date, number of specimens tested and any other information as required by Texas Migrant Council Inc. accounting department. TMC will not process payment directly to collection sites/clinics all invoices from collection sites/clinics must be billed to Contractor and Contractor to TMC.

Invoices will be submitted no later than the 10<sup>th</sup> of each month. Due to reporting and processing times, Texas Migrant Council Inc. will initiate all payments upon receipt and in sufficient time so that the payment will arrive to the contractor within 60 days of invoice receipt. Texas Migrant Council Inc. will not pay for any penalties, interest or other fees outside of actual testing services. Texas Migrant Council Inc. is a non-profit corporation, therefore is exempt from any and all taxes.

**Representatives:**

The contractor will provide the name and phone number of its designated representative with whom daily contact may be made by test site representatives pertaining to obtaining supplies, requesting confirmations, and discussing operational situations. This person must ensure that he/she is only discussing these matters with the designated and authorized Department representative. If a question arises about the validity of the caller, then the designated representative will contact the primary/alternate test site representative(s) for a resolution to the situation.

**Implementation Plan:**

If required and necessary, the contractor must demonstrate the ability to transition from the current service delivery system. The transition plan will address an orderly and efficient start-up. Emphasize past experience in implementing state contracts and

successes in this area. The Contractor must include a general approach to managing the project and ensuring accuracy and implementation in a reasonable time frame as designated by Texas Migrant Council Inc. and Contractor.

2. **Term**

The term of this Agreement shall be from 2/1/2017 or the date executed by TMC, whichever is later, and will expire on 1/31/2018 unless sooner termination in accordance with the terms stated elsewhere in this Agreement.

TMC shall reserve the right to renew this contract for three (3) additional one-year periods. TMC shall notify Contractor by certified letter of its intent to renew the contract for each of the additional term.

3. **Contractor's Duties and Representations**

- a. The Contractor warrants, represents, and agrees that all services to be performed by the Contractor under this Agreement shall be of the standard and quality which prevail among similar businesses engaged in providing similar services.
- b. The Contractor warrants, represents, and agrees that all persons connected with the Contractor directly in charge of services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
- c. Contractor warrants, represents, and agrees that it has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations at his/her own expense.

4. **Payment Terms**

Total amount of this contract shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per entire term of contract. TMC shall pay Contractor in current funds for the performance of services.

- a. Contractor shall submit monthly invoices to TMC covering the services performed. Invoices at a minimum, shall include: (a) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address, (b) TMC Contract or Purchase Order Number, (c) identification of service(s) provided, (d) dates services were delivered (e) quantity or quantities, applicable unit prices, extended prices of services provided, the total invoice amount, and (f) any additional payment information which is required by the contract. Invoices not received in accordance with the terms and conditions set forth herein will not be paid until such an invoice complies with all terms and conditions of this Contract. TMC will pay Contractor within 30 days of receipt of invoice, provided Contractor is not in breach or in default under this Agreement.

- b. Contractor will bill TMC directly for service provision by any of the clinic network or approved specimen collection centers. TMC will not pay third party invoices for any of the services provided under this agreement.
- c. TMC shall not be obligated to make any payment to Contractor if services are not performed in accordance with this Agreement.
- d. TMC shall have the right to verify the details set forth in Contractor's billings and statements, either before or after payment.

5. **Non-Disclosure**

Contractor acknowledges that he may, in the performance of this Contract, come into the possession of proprietary or confidential information owned by TMC. Contractor shall not use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, except as may be required by any applicable state or Federal law(s).

6. **Default and Termination**

In the event of substantial failure by a party to perform in accordance with the terms hereof, the other party may terminate this Agreement upon fifteen (15) days' written notice of termination stating the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the terminating party.

7. **Indemnification**

The Contractor agrees to indemnify and hold harmless TMC and its officers, board of directors, and employees from and against all claims of any nature, kind, arising out of, or resulting from the performance of services which are caused by any negligent act or omission of the Contractor.

8. **Independent Contractor**

Contractor recognizes that it is engaged as an independent contractor and acknowledges that TMC will have no responsibility to provide transportation, insurance, or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of TMC, and that it will not by reason make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of TMC, including, but not limited to, unemployment, insurance benefits, worker's compensation, social security coverage or retirement benefits.

9. **Force Majeure**

If either TMC or Contractor is delayed at any time in the performance of its obligations hereunder by any causes reasonably beyond its control, and which could not have been reasonably anticipated by either TMC or Contractor, then the time for performance of such party shall be extended for one day for each day of delay. A delay or failure of performance by either party under this paragraph shall not constitute default hereunder, or give rise to any claim for damages. Notwithstanding the foregoing, TMC shall have the right to contract with another party to acquire similar services if Contractor is unable to perform due to a force majeure event.

10. **Insurance**

Contractor, consistent with its status as an independent contractor, shall carry at least the following insurance:

- a. Professional Liability Insurance.
- b. Comprehensive Automobile Liability insurance.

11. **Compliance with Law**

Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including:

- a. Title V of the Civil Rights Act of 1964, as amended (42 USC 2000(D))
- b. Executive Order 11246 of September 14, 1965 (Equal Employment Opportunity), as amended by Executive Order 11375 of October 13, 1967
- c. Age Discrimination Act of 1975 (42 USC 6101 et seq.)
- d. Americans with Disabilities Act of 1990 (42 USC 12101 et seq.)
- e. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

12. **Acceptance**

All services performed under this Contract shall be to the satisfaction of TMC and in accordance with the scope of work, specifications, terms, and conditions of the Contract. TMC reserves the right to determine the quality and acceptability of the services.

13. **Miscellaneous**

- a. Performance by TMC under this Agreement is dependent upon the appropriation and allotment and/or allocation of funds from its funding sources. If funds are not

appropriated, then TMC shall issue a written notice to Contractor and TMC may terminate this Agreement without further duty or obligation.

- b. This Agreement supersedes all prior agreements, written or oral, between Contractor and TMC and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except in writing and signed by TMC and Contractor.
- c. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by the laws of the State of Texas.
- d. The contact person for this agreement is Mr. Rodney Rodriguez, Vice President of Corporate Compliance, Mr. Rodriguez may be contacted at (956) 722-5174 X-1103.

14. **Authority to Bind.**

This Contract is not binding upon TMC unless and until it has been executed by the following person:

If executed on behalf of the Agency, the President/Chief Executive Officer:

IN WITNESS WHEREOF, TMC "TEACHING AND MENTORING COMMUNITIES" and Contractor have executed and delivered this Agreement as of the date first above written.

**CONTRACTOR**

**TMC  
"TEACHING & MENTORING COMMUNITIES"**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_