

SCOPE OF WORK

I. PURPOSE

Tarrant County Veterans Treatment Court (TCVTC) seeks to habilitate Justice-Involved Veterans (JIVs) in our community. This is accomplished by diverting JIVs from the traditional criminal justice system and by partnering with local Vendors to provide them with the services needed to lead a productive and law-abiding lifestyle, reducing recidivism, improving mental health recovery, and enabling successful reentry into the community.

II. BACKGROUND

- A. The Tarrant County Veterans Treatment Court (TCVTC) is a pretrial diversion program that seeks to divert eligible Justice Involved Veterans (JIVs) from traditional prosecution and connect them with comprehensive support services, which include mental health counseling, substance abuse treatment, education, and vocational training, and housing assistance. Post-adjudicated JIVs may be court-ordered to participate in the program due to the supervision and services available to program participants. Per Texas Government Code 1474 CH124, eligible applicants must be veteran or current members of the United States armed forces, including a member of the reserves, National Guard, or State Guard, who suffers from a brain injury, mental illness, or mental disorder, including post-traumatic stress disorder, or was a victim of military sexual trauma if the injury, illness, disorder, or trauma occurred during or resulted from the defendant's military service; and affected the defendant's criminal conduct at issue in the case; or is a defendant whose participation in a veterans treatment court program, considering the circumstances of the defendant's conduct, personal and social background, and criminal history, is likely to achieve the objective of ensuring public safety through rehabilitation of the veteran.

III. GENERAL VENDOR QUALIFICATIONS AND EXPERIENCE

- A. Vendor must demonstrate a minimum of three (3) years of experience providing drug-testing services to criminal justice agencies, treatment courts, probation departments, or similar public-sector programs.
- B. Vendor must maintain an established partnership with a SAMHSA-certified or ISO-accredited laboratory capable of analyzing drug specimens and producing legally defensible results.
- C. Vendor must employ trained and qualified staff who are experienced in sweat patch application, removal, chain-of-custody procedures, and documentation standards required by criminal justice entities.

- D. Vendor must be compliant with HIPAA and data security requirements.
- E. Vendor must show capacity to provide drug testing services at the volume required by the Specialty Courts, including timely scheduling, adequate staffing, and reliable turnaround times for laboratory results.
- F. Vendor must offer electronic reporting capabilities, including secure online access to results, and audit trails.
- G. Vendor must provide at least three (3) references from courts, probation departments, or treatment agencies currently using or previously using the vendor's drug services.

IV. SCOPE

Vendor will provide the Tarrant County Veterans Treatment Court (TCVTC) with reliable methods to monitor drug use through sweat patches and hair tests. Vendor will notify TCVTC of any drug use violations within forty-eight (48) hours of detection for all justice-involved veterans (JIVs) referred to their agency.

To fulfill this responsibility, the vendor will deliver comprehensive testing administration and case management services, including:

1. Application and removal of testing materials
2. Data collection, management, and reporting
3. Supplies management and replacements
4. Training and education for TCVTC staff, as required

V. REQUIREMENTS

- A. Vendor must have a documented quality management system.
- B. Vendor must participate in both internal and external proficiency testing programs relevant to confirmation testing.
- C. Vendor must maintain a documented, secure chain of custody process from the time a specimen is received through final reporting and retention.
- D. Vendor must maintain adequate liability insurance, including professional liability and general liability coverage, and provide proof upon request.
- E. Vendor must demonstrate a formal quality-assurance process, including staff training, internal audits, corrective-action procedures, and documented performance standards.
- F. Vendor must maintain secure storage facilities for all received specimens, with restricted access and environmental controls to prevent contamination, degradation, or loss.

B. REPORTING AND COMMUNICATION

- A. Turnaround time from receipt of specimen to results should not exceed five (5) business days.
- B. Reports must be delivered via secure electronic means.
- C. Vendor must have an online reporting system that provides access to results and documentation.
- D. Vendor must be willing to collaborate with VTC to customize or enhance report content and format as needed or requested.
- E. Vendor must include the concentration of drug detected on each positive result report.
- F. Vendor must include on any applicable result report, the reason a specimen was deemed "unable to test" or "canceled."
- G. Unless otherwise authorized in writing by the referring party, the Vendor must retain negative specimens in secure storage for fourteen (14) days after result report is issued to referring party.
- H. Vendor must also retain all confirmed positive specimens as well as all samples deemed "unable to test" or "canceled" for a minimum of twelve (12) months after testing or until instructed to dispose by the referring party.
- I. The referring party may request that the Vendor retain specimen(s) for an additional period of time.

C. ELECTRONIC RECORDS RETENTION AND DISASTER RECOVERY PLAN

- A. All records shall be the property of VTC. All records pertinent to the provision of services herein shall be retained by the Vendor for the duration of the contract plus five (5) years past expiration with the following qualification: If any audit, litigation or claim is started before the expiration of the additional five-year period, the records shall be retained until all related audits, litigation, claims, or other findings have been resolved. At the end of the five-year period, Vendor will request disposition instructions from VTC.
- B. Vendor must have in place a disaster recovery plan in the event of a disaster or catastrophic loss of data. This system may be inspected at any time by VTC.

D. SECURITY AND PRIVACY

Vendor must ensure the following requirements of confidentiality:

- A. No unauthorized access to the system is allowed and no information

shall be disclosed to any third party without the express written consent of VTC or by order of a court of competent jurisdiction.

- B. The confidentiality of defendant records must not be compromised or altered – all data to be saved in its original form. Vendor is responsible for the protection of confidentiality of all records and ensures that work is performed under supervision of the Vendor.
- C. Vendor must allow for access to all records related to a defendant upon written request by designated VTC staff. Disclosure of records under this paragraph should be on an unrestricted basis. Vendor's database records must be available beyond the contract term if necessary.
- D. Vendor must ensure that all persons having access to VTC records understand and comply with the contract requirements.
- E. Vendor must notify VTC immediately upon receipt of any legal process requesting disclosure of any defendant record(s).
- F. Vendor must comply with all regulations regarding the protection of Personally Identifiable Information (PII).
- G. Any personal information regarding a defendant made available to Vendor must be used by the Vendor for the sole purpose of providing hair testing services and must not be divulged to any degree except as may be necessary to provide services as required by VTC.

E. TESTIMONY

When requested, Vendor must provide testimony for any case currently or formerly supervised by VTC. Testimony may be by any means including, written communication, formal affidavit, telephone, remote or in-person testimony.

F. LITIGATION PACKAGES

- A. In the event of challenges to test results, Vendor must provide a comprehensive litigation package to support the analytical accuracy of test result.
- B. The litigation package must include comprehensive documentation of all aspects of testing performed by Vendor including:
 - a. Specimen accessioning
 - b. Internal chain of custody during each stage of the testing.
 - c. Complete analytical test results including a description and demonstration of satisfactory performance of calibration, and positive and negative controls.
 - d. Donor specimen results with an accompanying affidavit

signed by the custodian of record about the results being a true and official copy of test results.

- C. If a litigation package is requested by an entity other than VTC or the Tarrant County Criminal District Attorney's office, the requesting entity shall be billed for the expense.

VI. PRICING

- A. TCVTC will pay no more than \$36.00 per Hair Tests for up to 109 veterans. Total estimated cost: \$3,924.00
- B. TCVTC will pay no more than \$85 per patch for up to 144 sweat patches. Total estimated cost: \$12,240.00
- C. All other submitted pricing for additional panels and potential services must remain firm for the duration of the contract but will not be included in the overall price evaluation.

VII. SUBMISSION REQUIREMENTS

All documents pertaining to this solicitation are listed in the "ATTACHMENTS" tab and must be reviewed by Respondent to ensure full understanding of the scope of work and to ensure compliance with submission requirements outlined herein, by completing and uploading any requested documents in the "RESPONSE ATTACHMENTS" tab. Respondent's proposal should be formatted with the section titles as outlined below. Responses should be comprehensive yet precise and accurate, providing detailed descriptions as to how your solution will meet each requirement where requested.

Respondent will generate their own documents in a format such as Word or PDF and upload to the "RESPONSE ATTACHMENTS" tab. No specific forms are provided.

A. COMPANY PROFILE

- A. Provide a narrative highlighting company background and experience relative to the required services. Please include highlights of any key or unique features, excluding price. The highlighted features should tie in with the stated evaluation criteria.
- B. Describe your company's legal structure, years in business, and statement regarding financial stability.

B. QUALIFICATIONS AND EXPERIENCE

- A. Provide resumes, licenses, and certifications of key personnel who will manage the services provided to the County.

- B. Provide a list of all US-based accreditations and certifications held by the laboratory.
 - C. List public institutions or agencies for which the vendor provides or has provided similar services within the past 5 years. List does not need to be exhaustive but sufficient to demonstrate successful experience. VTC reserves the right to contact any public institution or agency listed.
 - D. Describe any performance-related litigation involving your company within the past five (5) years.
 - E. Address any contract terminations your company has had in the past five (5) years.
 - F. Address any sanctions your company has received by any regulatory authorities over the past five (5) years.
- C. SCREENING AND CONFIRMATION CUTOFF LEVELS
- A. Please upload chart of all available drug testing panels.
- D. QUALITY ASSURANCE AND CHAIN OF CUSTODY PROCESSES
- A. Provide a description of the laboratory's QMS, including policies, procedures, and oversight structure.
 - B. Include a copy of the laboratory's current quality manual or table of contents.
 - C. Provide a copy of the laboratory's SOP for chain of custody processes.
 - D. Describe the specimen tracking system and controls used to maintain specimen integrity.
 - E. Describe the laboratory's secure storage facilities and access controls.
 - F. State the specimen retention timeframes for both positive and negative specimens.
- E. REPORTING AND COMMUNICATION
- A. Describe all features of online reporting system for the access of results and reporting.
 - B. Provide a statement confirming the laboratory's ability to return test results within five (5) business days from the date of specimen receipt.
 - C. Describe the secure electronic method used to deliver reports.
 - D. Include recent performance metrics or summary data showing actual average turnaround times over the past twelve (12) months.
 - E. Include a description of the security protocols, encryption standards, and user access controls used to protect confidentiality.

- F. Provide a sample laboratory report showing the standard content provided, which should include at a minimum:
- a. donor/client identifier
 - b. specimen ID number
 - c. date of collection
 - d. date of analysis
 - e. analytes tested and results (positive/negative and quantitative values where applicable)
 - f. name and credentials of the certifying scientist reviewing the report

VIII. CONTRACT TERM

The term of the contract is twelve (12) months with one (1) optional renewal periods of twelve (12) months.

IX. METHOD OF AWARD AND EVALUATION CRITERIA

- A. Tarrant County will select the proposal that is determined to be the best value for the County considering the relative importance of the following criteria. Award may be made to a primary and secondary vendor.
- B. Tarrant County Purchasing Department will guide the evaluation of the responses received. An Evaluation Committee will be established to evaluate and score the submitted Proposals. The Evaluation Committee may consist of representatives from various departments.
- C. The County reserves the right at its sole determination to include additional Department(s), Employee(s), or Vendor(s) in the evaluation of proposals, as the County deems necessary.
- D. The County reserves the right at its sole discretion to determine the process for proposal evaluation and may elect to accelerate the evaluation process by combining or eliminating evaluation phases, if deemed in the public interest to do so.

Evaluation Criteria

CRITERION	MAX POINTS
Qualifications and Experience	250
Quality Assurance and Chain of Custody Process	175
Reporting and Communication	175
References	50
Pricing	350

TOTAL	1000
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Price evaluation will be based on the total overall extension dollar amount. Price Proposal will be scored using the following formula:

$(\text{Lowest Price Proposal} / \text{Vendor Price Proposal}) \times 350$ Maximum Price Proposal Points: 350 points.

X. BEST AND FINAL OFFER (BAFO)

- A. The Respondents 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 BAFO(s) is in the best interest of the County. The County is under no obligation to pursue BAFO(s).

XI. CONTRACT

- A. The terms in this RFP document and the Vendor response to RFP document take precedence over all additional agreements between Tarrant County and the Vendor associated with this RFP.
- B. The contract will be in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Texas. The parties mutually consent to the jurisdiction of the federal and state courts in Tarrant County, Texas and agree that any action, suit or proceeding concerning, related to or arising out of this document will be brought only in a federal or state court in Tarrant County, Texas and the parties agree that they will not raise any defense or objection or file any motion based on lack of personal jurisdiction, improper venue, inconvenience of the forum or the like in any case filed in federal or state court in Tarrant County, Texas.

XII. PROHIBITED COMMUNICATION

- A. Any communication regarding this RFP with any Tarrant County elected official or judiciary; any member of the evaluation committee; or any member of VTC is strictly prohibited. Only communication methods approved in this RFP, including the pre-proposal conference, emailed questions, and demonstration/presentation will be allowed.
- B. Any contact regarding this RFP may result in the Respondents' disqualification and removal from consideration by the Tarrant County Commissioners Court. Contact may be initiated by the Tarrant County

Purchasing Department for purposes of evaluation and clarification. All contact should be facilitated by the Tarrant County Purchasing Department.

XIII. SURVIVABILITY

All applicable service agreements that were entered into between successful Respondent(s) and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the contract.

XIV. RIGHTS OF THE COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

- A. VTC reserves the right to waive, change, add, or delete any terms or conditions of this RFP. VTC 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 VTC. VTC reserves the right to use, for its benefit, ideas contained in the proposals submitted. VTC 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, VTC may adopt an interpretation(s) most advantageous to VTC. VTC may, at its discretion, request Vendor to make an oral presentation to VTC and/or its designee(s) in support of their proposals.
- B. Other departments or programs supported by the Tarrant County Purchasing Department may utilize a resulting contract provided that:
 - A. Each department or program furnishes its own funding and enters into its own agreement with Vendor.
 - B. The successful vendor's proposal submitted in response to this RFP will be attached and incorporated into the contract as the Vendor's Operations Plan.
 - C. Vendor receiving funding under an agreement with VTC shall not employ a current VTC employee on a full-time, part-time or temporary contract basis to perform services included in the agreement.
- C. All representations made herein by VTC 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 VTC.