



Denton County  
MHMR Center

2519 Scripture  
Denton, Texas 76201

PO Box 2346  
Denton, Texas 76202

# **REQUEST FOR PROPOSAL**

**RFP # 127**

**FOR PROVIDER OF**

**VARIOUS PRE AND POST EMPLOYEE TESTING**

**May 1 2017**

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## I. INTRODUCTION

Denton County MHMR Center (hereinafter referred to as **The Center**) issues this request for proposal (RFP) to for the provision of ***VARIOUS PRE AND POST EMPLOYMENT TESTING***. This RFP is #127.

## II. CENTER BACKGROUND

- 2.1 The Center is a government entity established in 1990 by the State of Texas pursuant to HB2377. A Board of Directors appointed by the Denton County Commissioners Court governs the Center. The Center operates under rules and regulations promulgated by the Texas Department of Aging and Disability Services and the Texas Department of State Health Services for the purpose of providing medical, therapeutic, and residential services to individuals with mental illness and to individuals with intellectual and developmental disabilities residing in Denton County. The majority of the Center's funding is provided by the State of Texas, but it also receives funding from Denton County, Medicare and Medicaid reimbursements, third party insurance, the Cities of Denton & Lewisville, and grants.
- 2.2 The Center's principle office is located a 2519 Scripture Street, Denton Texas, 76201 and it operates satellite facilities at:

2509 Scripture Street, Suites 100, 101, 103, and 104, Denton TX 76201  
830 S I-35 E, Denton, TX 76205  
3835 Morse Street, Denton, Texas 76208,  
3827 Morse Suite 101, Denton, TX 76208 and  
101 E. Corporate Drive, Suites 140, 150, and 180, Lewisville, Texas 75067

## III. AGENCY MISSION, VISION, AND VALUES

### Mission Statement

Denton County MHMR Center enhances the quality of life of the individuals served and their family members.

### Vision Statement

We envision a Denton County MHMR Center

- that provides effective, comprehensive, and timely services to any and all persons in need;
- where a qualified, motivated, and caring staff strive to make a difference in the lives of those they serve;
- that offers state-of-the-art, high-quality facilities to assist individuals in living full and productive lives.

### Values Statement

We respect each individual's unique and special concerns by providing assistance to best fit their needs, that enhances their ability to live a full and dignified life, and that celebrates the contributions all individuals make to our community. Our core values are

- Individual worth
- Dignity
- Respect
- Community inclusion

- Compassion
- Integrity

- Choice
- Opportunity

#### IV. TARGET POPULATION

The target population to be served by a provider of **VARIOUS PRE AND POST EMPLOYMENT TESTING SERVICES** under contract with the Center would be any and all qualifying individuals authorized by Denton County MHMR to receive these services.

#### V. GENERAL INFORMATION

- 5.1 The Center reserves the right to modify the general description and scope of services contained in the RFP by notifying potential contractors in writing of any modifications.
- 5.2 The Center reserves the right to waive proposal irregularities and exceptions and to enter into a contract or other agreement pursuant to this RFP which, based upon costs and other considerations, maximizes the Center's service delivery functions and best value.
- 5.3 The Center is wholly committed to equal opportunity for all potential respondents and does not discriminate in its award selection based on race, color, religion, national origin, handicap status, age, or gender.
- 5.4 All proposals become the property of the Center and will not be returned to the respondent.
- 5.5 The Center shall not reimburse potential contractors for any expenses in preparing proposals in response to this request.
- 5.6 Proposals will be opened in a manner that impedes disclosure of the contents to competing bidders and their contents will be kept confidential during the process of negotiation. Except for information that qualifies as confidential information under the Texas Open Records Act, all proposals will be available for public inspection after the awarded contract has been signed. Should any conflict arise between respondent confidentiality requirements and those of the Act, the Act shall govern.
- 5.7 Any information that the respondent deems to be proprietary or otherwise confidential in the text of the proposal should be marked with red brackets or otherwise clearly designated as such. However, respondents are advised that the Center may disclose such proprietary information to appropriate parties if required to do so by applicable Texas open meetings and public record statutes.
- 5.8 If any of the provisions in the RFP conflict with applicable laws, rules, regulations, and/or other codes of professional ethics, the latter shall prevail over the provisions of the RFP.
- 5.9 Unless otherwise specified by the Center, all proposals shall be considered effective for ninety (90) days from the date of receipt by the Center. Upon reception by the Center, all proposals become the property of the Center.

5.10 The center reserves the right to reject all proposals.

5.11 The Center will not be responsible for any proposal that is lost in the mail or not delivered to the Center by the stated deadline for any reason. No proposal will be accepted after the stated deadline.

5.12 *All communication with applicants concerning the RFP and award process shall be made in writing and addressed to the Contracts Specialist at the address below or by email to:*

Denton County MHMR Center  
Attention: Lora Blakeslee Atkinson, Business Development Specialist  
2519 Scripture Street  
Denton, TX 76201  
Email: [loraa@dentonmhmr.org](mailto:loraa@dentonmhmr.org)

5.13 *Respondents who allege that the Center has failed to follow applicable statutes and rules in the procurement process may file a formal written protest.*

A protest is limited to the following matters:

- a. Alleged conflict of interests;
- b. Alleged failure of the Center to comply with statute or rule; and
- c. Alleged failure of the local authority to comply with its procurement procedures (TAC – Title 25, Part 1, Chapter 412, Subchapter B, Rule 412.56)

A written protest must be received by the Center within ten (10) working days of receipt of written notification to protestor from the Center of the pending award to another Respondent. If the protest is not timely, it will not be considered.

A formal protest must contain:

- (1) A specific identification of the statutory or regulatory provision or procurement procedure that the protested action is alleged to have violated;
- (2) A specific description of each act alleged to have violated the statutory, regulatory or procurement provisions(s);
- (3) A precise statement of the relevant facts necessary for the Center to evaluate the validity of the protest;
- (4) An identification of the issues to be resolved;
- (5) The protestor's arguments in favor of setting aside the award; and
- (6) Any relevant supporting documentation.

The envelope containing all of the information which supports and explains the protest **MUST BE MARKED "PROTEST" and identify on its cover the protested RFP by its official title.** The protest must be mailed or personally delivered to the Chief Executive Officer of the Center.

Denton County MHMR Center  
Attention: Pam Gutierrez, Chief Executive Officer  
2519 Scripture Street  
Denton, TX 76201

## VI. ELIGIBILITY REQUIREMENTS

### 6.1 Preliminary Requirements

The following are preliminary eligibility requirements that the proposing entity must meet in order to be considered as a potential provider of the products or services requested through this RFP. *Copies of all of the requested Preliminary Requirement documents must be included with your proposal response.*

- 6.1.1 Respondents must meet the Professional and educational qualifications as required by the State of Texas for professional licensing of all employees and subcontractors of respondent's entity who will render the proposed services.
- 6.1.2 Respondents will submit all licensures, permits, and certifications, as required by the State of Texas, for the responding entity and all employees and subcontractors who will render the proposed services (as applicable). Only *awarded* contractors will be required to submit documentation for employees and subcontractors who will render the proposed services.
- 6.1.3 Respondents will submit certificate(s) of insurances to include:
  - i. Contractor shall maintain at all times throughout the term of this Agreement, **general liability** insurance in an amount not less than One Million Dollars (\$1,000,000), **employers' liability** insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) and **professional liability** insurance in an amount not less than One Million Dollars (\$1,000,000).
  - ii. All such insurance shall be secured and maintained with an insurance company, or companies, satisfactory to the Authority and shall **name the Authority as an additional insured**.
  - iii. All insurance required pursuant to a Center Agreement, with the exception of Professional Liability Insurance, shall provide for waivers of all subrogation rights against the Indemnities.
- 6.1.4 Respondents will submit a W-9 Request for Taxpayer Identification Number and Certification.
- 6.1.6 Capacity to deliver requested services in a professional and timely manner.
- 6.1.7 No Conflict of Interest. A respondent, its officers and employees, aspiring to enter into a contractual agreement with the Center by developing and responding to an RFP may not be related within the second degree of consanguinity or affinity to a Center employee or officer participating in the contract management for the contract for which the respondent is submitting a response.
- 6.1.8 The respondent is not currently held in abeyance or barred from the award of a federal or state contract.
- 6.1.9 The respondent is not delinquent in a tax owed the state under Chapter 171, Tax Code, pursuant tot the Texas Business Corporation Act, Texas Civil Statues, Article 2.45.

6.1.10 Provide any additional certification or awards which may further demonstrate respondent excellence or best value for the Center. Respondents will provide any additional certification including, but not limited to, Historically Underutilized Business (HUB) and Small Business; as applicable.

## 6.2 General Requirements

6.2.1 Respondent shall not provide gifts or anything of value nor have any business arrangement with any employee, official, or agent of the Center that might constitute a conflict of interest according to the State and Local Government Codes, as well as Center policies and procedures.

6.2.2 The respondent agrees that any individual or group selected to provide designated services, including any and all of its employees, is subject to approval by the Center. Proposing entity will hold Center harmless from any claim or liability arising from the neglectful acts, or any other acts, of the selected individuals the respondent delegates or assigns service provisions under contract.

6.2. p. Section 504 of the Rehabilitation Act of 1973;  
o. the Americans with Disabilities Act of 1990 (ADA);  
p. the Age Discrimination in employment Act of 1967;  
r. the Health Insurance Portability and Accountability Act (HIPAA) Standards;  
as well as,  
s. Respondent/Contractor's Quality Assurance Plan;  
t. Medical Staff Rules and Regulation; and  
u. Medical Staff Bylaws.

6.2.4 Respondent agrees to obtain at its own expense, and prior to the commencement of services, such permits and/or licenses that are required by local or State laws and regulations.

6.2.5 All work and materials pursuant to this RFP must be performed in a professional manner consistent with or exceeding the industry's usual and customary standards of quality. Such standards shall apply to the dress, language, and behavior of respondent's personnel.

6.2.6 The Center reserves the right to inspect the progress and quality of the respondent's facilities where contracted services are provided, and associated performance standards to identify any defects in performance. Such defects, when brought to the attention of respondent, shall be cured by respondent to the Center's satisfaction.

6.2.7 Respondent further agrees to perform services with decorum and in a manner designed to assist the Center in the efficient management of its resources.

6.2.8 Respondent agrees to interact with Center staff in a cooperative manner.

## VII. REQUIRED CONTENT AND FORMAT OF PROPOSALS

*Note: All requirements may not be included in this section. **The respondent is cautioned to read the RFP in its entirety to determine all requirements.** The Center reserves the right to reject a proposal that does not contain all information required by this RFP.*

- 7.1 **Identification.** Each proposal page must contain the name of the proposing entity.
- 7.2 **Cover Page.** This page must state the RFP subject—**PRE AND POST EMPLOYMENT TESTING SERVICES RFP #**, the business name and type of business, the respondent's name, title, address, telephone number, fax number and the date of the proposal submission. If the contact person responsible for answering technical and contractual questions in respect to this proposal is different than the respondent, then include this individual's name, title, telephone number and fax number.
- 7.3 **Letter.** Submit a signed letter briefly addressing the respondent's understanding of the work to be done, the commitment to do the work requested in the RFP, and a statement explaining why the respondent believes it is best qualified to provide the requested service.
- 7.4 **Detailed Proposal.** The detailed proposal must address proposer's ability to provide the equipment and services specified in or otherwise required to comply with RFP specifications. Proposals must **address each and every specification** contained in the RFP **Section X. Description of Services to be provided.**
- 7.5 **Bid Summary Sheet.** Complete the attached Bid Summary Sheet to include the Total Bid Price for the provision of services. (All of respondent's costs associated with the provision of services must be included in the Total Bid Price.)
- 7.6 **Signature.** The proposal must be signed by a person or officer who is authorized to submit such proposal on behalf of the responding entity.
- 7.7 **Balance Sheet.** Respondent's submitted proposal must include evidence of financial solvency by way of a current Balance Sheet for the respondent's business entity.
- 7.8 **Documentation Compliance.** Respondent must submit, with its proposal, proof of insurance in the form of a Certificate of Insurance or letter from respondent's insurance provider (not policies), tax document(s) and copies of credentials as specified in Section VI. Eligibility Requirements.
- 7.9 **References.** Complete the attached References form and submit with the proposal. Provide at least three references of commercial clients, including governmental entities that can be contacted regarding the quality and competency of your business and the project manager (see **Attachment A**)

## VIII. PROCEDURES FOR SUBMISSION OF PROPOSALS

- 8.1 All of the requirements set forth in this RFP must be addressed fully and completely in order for the proposal to be considered.

- 8.2 Unless otherwise specified, neither telegraphic, facsimile, nor telephone proposals will be accepted. Proposals may be mailed via US mail service, or hand delivered by a respondent's representative or paid courier to the Front Lobby Receptionist at the address in 8.5 below.
- 8.3 Proposals must be submitted in a sealed envelope clearly marked on the outside **“Sealed Proposal for Various Pre and Post Employment Testing - DO NOT OPEN.”**
- 8.4 Any changes to a proposal must be made by the respondent in writing and must be received by the Center prior to the original due date and time of the proposal.
- 8.5 **DEADLINE.** To be considered, an original and four (4) copies of the proposal must be received by the Center at the address below by **2:00 p.m. on May 26, 2017.**

Denton County MHMR Center  
 2519 Scripture Street  
 Denton, TX 76201  
 Attention: Lora Blakeslee Atkinson, MNM

8.6 **SCHEDULE OF EVENTS:**

- A. Issuance of RFP.....May 01, 2017
- B. Respondent Questions Due.....12pm on May 12, 2017
- C. Responses to Questions Published.....12pm on May 19, 2017
- D. ***Deadline for Proposal***.....2pm on May 26, 2017
- E. Contract Negotiations.....May 30 – June 2, 2017
- F. Anticipated Award Notification.....June 9, 2017
- G. Anticipated Contract Begin Date.....September 01, 2017

Questions submitted to the Center by the deadline will be responded to as an Addendum. The Addendum(s), containing questions, clarifications, and revisions to the RFP; as applicable, will be posted to the State ESBD Website by the above publish date.

You may access the Addendum(s), as applicable, at <http://esbd.cpa.state.tx.us/> by searching for Denton County MHMR postings and clicking on this RFP.

It is the responsibility of all Respondents to review and conform to the Addendum(s), if applicable.

## **IX. SCORING AND EVALUATION**

Contracts are awarded based on *best value* considerations, which includes all aspects and areas of service delivery and cost, but award will not necessarily be based on the lowest bidder.

- 9.1 All proposals received by the RFP submission deadline will be evaluated and scored by an RFP committee according to criteria cited, and each aspect of service delivery as presented by the respondent.
- 9.2 The Center may validate any information in a proposal by using outside sources or materials.
- 9.3 Proposals that best meet RFP requirements and scoring criteria may be invited to interview with the RFP committee for further evaluation.
- 9.4 The proposing entity who will be awarded the contract will be contacted either by phone or US mail, or both.
- 9.5 Each respondent who is not selected will be given such written notice within thirty (30) days of the evaluation process.

## **X. DESCRIPTION OF NEEDED AND REQUESTED SERVICES**

If selected as contractor, proposer will be responsible for the provision of clinical laboratory drug and alcohol testing applicable to Denton County MHMR facilities to include; however a vendor does not have to provide all of the services to bid:

- Employment and pre-employment drug and alcohol testing:
  - Drug Abuse Panel 10
  - Drug Abuse Panel 10 + alcohol
- The following testing services:
  - TB Testing
  - PRE Employment Physical

If a Vendor does not provide all of the aforementioned services, a vendor can still provide a bid based upon the services the vendor provides.

- When requested, Stat procedures must produce test results within two (2) hours.
- Non-Stat test results must be made available to the Center within forty-eight (48) hours of testing when applicable;
- Proposer must specify the physical location(s) to which testing subjects must go to be tested;

- Proposer must describe its client processing and provide samples of the documents and other forms that it will require a testing subject and the Center to submit in order for the subject to be tested;
- Chain of Custody - proposer must describe the chain of custody procedures it will implement to insure the integrity of the tests performed and their results;
- Confidentiality – proposer must describe the procedures it will implement to insure the confidentiality of the testing subject, testing, and testing results;
- Proposer must also state or provide a copy of its procedural and billing policies regarding the re-testing of subjects due to proposer’s errors;
- Proposer must accept all properly authorized and documented referrals from the Center of persons to be tested.

Additional Services:

In Section XII. Bid Sheet (Additional Testing), proposer is requested to state any percentage discount that proposer would apply to any clinical or anatomical testing services requested by the Center and not already identified and requested in this RFP.

**XI. TERM**

Center Contracts run concurrent with the Center Fiscal Year from September 1<sup>st</sup> to August 31<sup>st</sup>. The expected term of any contract executed as a result of this RFP shall begin at the time the contract has been signed by both parties and end on August 31, 2018.

**XII. PAYMENT**

- 12.1 The Center will pay for specified services as written and documented in a contract agreement between the Center and the respondent awarded a contract.
- 12.2 The executed contract shall follow the Center’s standard contract format. If selected as contractor, the respondent agrees to execute the contract provided by the Center.
- 12.3 All services and products rendered under contract to Center clients must be *preauthorized* in writing by the Center, or Center will neither assume responsibility nor render aid in the payment or collection of such services.
- 12.4 A contracted provider shall invoice the Center monthly and each invoice must be accompanied by supporting documentation as required by the Center.
- 12.5 The Center reserves the right to withhold any payments to contractor until services are completed to the satisfaction of the Center.





Denton County  
MHMR Center

## Background and Registries Check Consent Form

### Contractor Services

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

**Initial each item below to verify understanding and agreement:**

\_\_\_\_\_ By my signature below, I authorize DCMHMR Center to complete a background check including the following searches prior to and at any time during the term of the Center Agreement on which I am identified as a contractor: 1) DPS authorized entity criminal history; 2) Texas state and US federal lists of excluded individuals and entities (LEIE) from participation in federal health care programs; 3) Texas Department of Aging and Disability Services (DADS) Nurse Aide Registry; 6) DADS Medication Aide Registry; 4) DADS Employee Misconduct Registry; 5) DADS Client Abuse and Neglect Reporting System; and/or 7) Texas Department of Motor Vehicles driving record.

\_\_\_\_\_ I understand that a contractor may not be able to provide services until satisfactory background check search results are obtained. If the background check search results indicate a record of criminal or other activities which would compromise the health or safety of program participants, authorization to provide services may be denied.

\_\_\_\_\_ I willingly provide my sex and date of birth to facilitate completion of a background check. *This information is used to ensure positive identification and will not be used to discriminate within the Center.*

\_\_\_\_\_ I agree to report to DCMHMR Center any arrests, indictments, or convictions within 24-hours of their occurrence.

\_\_\_\_\_ I understand that the above agreements must be completed by any person 17 years of age or older.

<b>First Name:</b>	<b>Middle Name:</b>	<b>Last Name:</b>
<b>Date of Birth:</b>	<b>Social Security #:</b>	<b>Driver's License # / State:</b>
<b>Signature / Date:</b>		<b>Male / Female</b> (circle one)

**CONTRACTOR: DO NOT WRITE BELOW THIS LINE.**

**For Office Use Only:**

Background check searches were completed by \_\_\_\_\_ Lora Blakeslee Atkinson, MNM

Search results  DO  DO NOT contain items listed as criminal bars to employment (TX Health & Safety Code §250.006);

The applicant  WAS  WAS NOT listed in the DADS registries or LEIEs searched; and

Search results  DO  DO NOT contain items indicating the need for secondary administrative review.

\_\_\_\_\_  
Contracts Specialist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator of HR (if indicated)

\_\_\_\_\_  
Date

Comments: \_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT A**

**REFERENCES**

Denton County MHMR Center reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the proposal.

I, the undersigned respondent, hereby release from liability and hold harmless for the consequences of any disclosure, to the fullest extent permitted by law, the below named references and Denton County MHMR Center for their written and oral statements, decisions, and actions in connection with evaluating my proposal for network approval, my experience, competencies and qualifications, professional ethics, and character.

Print business name: \_\_\_\_\_

Authorized official signature: \_\_\_\_\_ Date: \_\_\_\_\_

**References:**

	Business Name	Contact Name	Phone Number
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____