

- 6.1 CDT shall provide negative test results via email within (24) twenty-four to seventy-two (72) hours of administering the test to the El Paso County Sheriff's Office, Human Resources Manager, or designee. CDT shall have seventy-two hours to confirm positive tests. CDT shall report positive results to the Juvenile Probation Department Human Resources Manager or designee. All test results will be submitted by CDT in writing via email.
- 6.2 CDT agrees to purchase and maintain during the term of this Agreement, at CDT'S sole cost and expense, policies of general liability, professional liability, and other insurance as shall be necessary to adequately insure COUNTY against any claim or claims for damage arising by reason of personal injury or death occasioned directly or indirectly in connection with the performance of any procedure or service provided hereunder, the use of any property and facilities provided by CDT, and activities performed by CDT in connection with this Agreement. Such policies shall provide coverage in the amounts acceptable to COUNTY, but in no event shall insurance be less than \$100,000.00 dollars per occurrence and \$300,000.00 dollars annual aggregate, unless a lesser amount is determined sufficient by COUNTY in writing. Such insurance shall include "tail" coverage of the same limits as stated above for any "claims-made" policy as necessary to continue coverage until any applicable statute of limitation has expired. A Certificate of Insurance or evidence of current malpractice coverage reflecting inclusive dates and limitations, if any, will be provided to the COUNTY, within thirty (30) days execution of this Agreement. CDT shall provide thirty (30) days' notice to the COUNTY of cancellation, non-renewal or change in coverage.
- 6.3 CDT hereby expressly warrants and guarantees to the County that its urine specimen collection processes, its chain of custody processes and all other methods and procedures relating to its performance of the drug screening required under the terms of this contract comply in all respects with the applicable law of any jurisdiction within the United States of America.
- 6.4 CDT expressly understands and agrees that it shall indemnify and save harmless County, its officers, agents and employees from all suits, actions or claims of any character type or description brought or made for on account of any injuries or damages received or sustained by any persons or property arising out of or occasioned by the negligence or willful misconduct of CDT in the performance of the drug screening process, including sample collection, chain of custody and other related drug screening procedures and tests, by CDT, its officers, agents, assignees, delegates, independent CDTs, employees, or any other party acting on behalf of the CDT, in the course of the performance of this contract or in the course of an attempt to perform under this contract.

- 6.5 Exhibit A – Pricing is a reflection of the YISD Contract #221031CSP-RB held by Confidential Drug Testing and listed as follows:

**Confidential Drug Testing
El Paso, TX**

Description	UOM	Unit Cost
<i>COLLECTION FEE, SUPPLIES CHAIN OF CUSTODY TO INCLUDE RANDOM TESTING ON SITE</i>	EA	\$10.00
TRANSPORTATION OF SPECIMEN	EA	\$10.00
NIDA 6 PANEL TEST -D.O.-T ONLY	EA	\$13.00
NON-NIDA 10 PANEL TEST	EA	\$12.00
HAIR TEST-TO INCLUDE 5 PANEL D.O.-T & ECSTACY TESTING	EA	\$40.00
SPICE K TEST	EA	\$15.00
MEDICAL REVIEW OFFICER SERVICE -D.O.-T	EA	\$5.00
COMPUTER GENERATED RANDOM SELECTION	EA	\$0.00
RANDOM RECORD MAINTENANCE (ongoing; no specific quantity)	EA	\$0.00
STATISTICAL REPORTS	EA	\$0.00
CERTIFICATION & VERIFICATION	EA	\$0.00
POSITIVE SPECIMEN DOCUMENTATION & STORAGE	EA	\$0.00
<i>BLIND SPECIMEN & MAINTENANCE</i>	<i>EA</i>	<i>\$0.00</i>
<i>EMPLOYEE RECORD SET UP</i>	<i>EA</i>	<i>\$0.00</i>
<i>ALL URINARYSIS WILL USE THE GS/MS METHOD OF TESTING (NO SUBSTITUTES)</i>	<i>EA</i>	<i>\$0.00</i>
<i>ZERO TOLERANCE TESTING ON NON-D.O.-T GS/MS METHOD ONLY</i>	<i>EA</i>	<i>\$12.00</i>
<i>ALCOHOL TESTING</i>	<i>EA</i>	<i>\$15.00</i>
<i>AFTER HOURS FEE: HOURS BETWEEN 5:00 P.M. TO 8:00A.M.</i>	<i>EA</i>	<i>\$0.00</i>
<i>AFTER HOURS FEE: WEEKENDS – PRICE PER HOUR</i>	<i>EA</i>	<i>\$0.00</i>
<i>AFTER HOURS FEE: CHARGE FOR TESTING AT DESIGNATED LOCATION</i>	<i>EA</i>	<i>\$0.00</i>

THE COUNTY OF EL PASO TEXAS

Ricardo A. Samaniego
El Paso County Judge
Date: _____

APPROVED AS TO CONTENT:

Sheriff Richard Wiles
El Paso County Sheriff's Office
Date: _____

VENDOR

Printed Name

Title
(Must have authority to bind vendor)

Date: _____


THE DISTRICT
AWARD SUMMARY

SOLICITATION NUMBER and TITLE					
221031CSP-RB, Drug Testing Services					
CONTRACT TERM			THIS SOLICITATION REPLACES NUMBER and TITLE		
EFFECTIVE: September 1, 2022			217050CSP, Drug Testing Services		
EXPIRATION: August 31, 2023					
OPTION(S): two (2) - one year options to extend			FUNDING SOURCE:		
			Various District Funds		
#VENDOR(S) NOTIFIED:	#OFFEROR(S) RESPONDED:	#VENDOR(S) AWARDED:	ADVERTISEMENT DATES:		SOLICITATION CLOSE/OPEN DATE:
203	2	1	06/04/2021 and 06/10/2021		6/17/2021 / 6/21/2021
DATE OF AWARD: 7/30/2021			Extensions	30-day	60-day
			Signature:	<i>Christine Gerlach</i>	90-day 120-day
			3/30/22		
SOLICITATIONS RECEIVED AND QUALIFIED FOR AWARD AS INDICATED BELOW:					
Confidential Drug Testing					
			INDEPENDENT ESTIMATE/PROJECT COST \$50,000		
REQUESTING DEPARTMENT AND SPECIFICATIONS PROVIDED BY:					
Risk Management					
EVALUATION COMMITTEE:					
Dolores Armendariz-Risk Management and Safety					
Ernie Landeros-RM/WC Coordinator					
Lori Quintela-Director of Risk Management					
BASIS FOR AWARD:					
Recommended vendor(s) for award offered the best value to the district based on Education Code 44.031					
EXPLANATORY NOTES:					
Evaluation committee agrees to recommend top-ranked vendor per aggregate of the final tally					
ADMINISTRATIVE REVIEW:			CHRISTINE GERLACH, DIRECTOR		
AGENT OF RECORD:			ENRIQUE ESCOBEDO, BUYER		



221031CSP-RB
confidential drug testing
Supplier Response

Event Information

Number: 221031CSP-RB
Title: Drug Testing Services
Type: Competitive Sealed Proposal
Issue Date: 6/4/2021
Deadline: 6/24/2021 05:00 PM (MT)

Contact Information

Contact: Mr. Enrique Escobedo Buyer
Address: 9600 Sims Drive
El Paso, TX 79925
Phone: (915) 434-0292
Email: eescobedo13@yisd.net

confidential drug testing Information

Contact: Ricardo Arguelles
Address: 2727 wyoming
ste. d
el paso, TX 79903
Phone: (915) 532-4648
Fax: (915) 532-4953
Email: cdthealth@sbcglobal.net
Web Address: cdthealth.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Ricardo Arguelles

Signature

Submitted at 6/21/2021 4:38:45 PM

cdthealth@sbcglobal.net

Email

Requested Attachments

Licenses and/or certifications

dot certificates 2021.pdf

Please provide copies of your licenses and/or certifications as requested in the scope of work.

Criminal Record Check

Criminal record check.pdf

Criminal Record Check will be requested after award, as applicable

Certificate of Insurance

certificate of insurance.pdf

Certificate of Insurance will be requested after award

Equivalent or Substitute Offers

substitute.pdf

Equivalent or Substitute Offers must be attached, as applicable

Bid Attributes

1	Solicitation Acknowledgement <p>The undersigned certifies that:</p> <ul style="list-style-type: none">(i) he/she is duly authorized to submit and execute this offer;(ii) the Offeror has not prepared this offer in collusion with any other respondent;(iii) no act to persuade any company, corporation, firm, partnership, entity or individual to submit or withhold an offer has been made;(iv) the contents (including, but not limited to pricing information), terms or conditions of this offer have not been and will not be communicated or disclosed by Offeror or any employee or agent of Offeror to any other person or company prior to the official date and time of opening of this offer; and(v) the Offeror and its principals, shareholders, members, partners, employees and/or agents have not and will not attempt to lobby (directly or indirectly) the Board of Trustees or any employees or agents of the Ysleta Independent School District with regard to this offer. <p>The undersigned further certifies that the enclosed offer is submitted in accordance with all instructions, specifications, definitions, conditions and contract provisions contained herein and that the undersigned is aware that failing to submit a conforming offer may result in partial or full rejection of the offer. Offeror hereby certifies that neither the Offeror nor the firm, corporation, partnership or institution represented by the Offeror, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the United States or the State of Texas. The Offeror hereby assigns to the District any and all claims for overcharges associated with this solicitation and/or any contract by and between the Offeror and the District arising out of the antitrust laws of the United States and/or the antitrust laws of the State of Texas.</p> <input checked="" type="checkbox"/> Agree (Agree)
2	Solicitation Terms & Conditions <p>The Offeror is required to read the Solicitation Terms & Conditions attached to this solicitation. It is recommended that a copy of the Solicitation Terms & Conditions document be retained for future reference. Any exceptions to the Solicitation Terms & Conditions, unless otherwise directed within the solicitation, may be cause for an offeror's submittal to be disqualified. Please annotate all exceptions in the Deviations from Solicitation Terms & Conditions and/or Contract attribute. The terms and conditions within this solicitation will take precedence over the Solicitation Terms & Conditions when they are in conflict.</p> <input checked="" type="checkbox"/> Agree (Agree)
3	Section 1 - Instructions for Solicitation Submittal <p>Instructions for solicitation submittal are attached.</p> <input checked="" type="checkbox"/> Understood (Understood)
4	Technical Difficulties <p>The vendor must provide an email to Buyer/Senior Buyer by closing date/time with a time-date stamped screenprint/description of technical difficulty. The District will determine if technical difficulty will allow for a 24-hour waiver for the vendor to respond.</p> <input checked="" type="checkbox"/> Understood (Understood)
5	Section 2 - Scope of Work / Specification / Contract Term / Evaluation /
6	Scope of Work / Specification <p>Please confirm reviewed the following scope of work/specifications. (District's description of product/goods and services to purchase.) (For solicitations advertised under Education Code 44.031.)</p> <p><u>Drug Testing Scope of Work</u></p> <p>1. The District is requesting proposals from qualified firms and/or laboratories to provide quality Drug Testing</p>

Services District-wide.

2. Testing shall be conducted for pre-employment, hair strand, and Department of Transportation (DOT), post-accident, reasonable suspicion, random, and follow-up as requested by the District.
3. Cost to include all collection, chain of custody, testing, and storage procedures, Medical Review Officer (MRO), and any other services, materials, equipment or other expense, duty or obligation of the Contractor, its assignees, delegates, independent contractors, or other parties acting on behalf of the Contractor, in the performance of drug/alcohol screening. Including all costs for any necessary supplies and collection expenses.
4. Proposers must be able to guarantee confirmation of positive results within seventy-two (72) hours.
5. Proposer shall provide alcohol/drug testing on a forty-eight (48) hour basis on initial (new hires) results. Pre-employment drugs collected at the proposer's office will be conducted on the same day of order.
6. For reasonable suspicion and post-accident testing, the proposer must arrive at the designated location within 30 minutes of the request by the District. During normal business hours, after-hours, weekends, and holidays.
7. After hours specimen collection, random drug testing, and reasonable suspicion testing will be done on location and/or on District property as specified by authorized District personnel.
8. A positive hair follicle confirmation will be provided within twenty-four (24) – seventy-two (72) hours.
9. Vendors must provide immediate reporting by email to the District authorized personnel of all positive test results.
10. Positive GC/MS confirmation will be provided within twenty-four (24) – seventy-two (72) hours.
11. The MRO will contact the donor to see if they are on any medications or have any other legitimate medical explanation for a positive result within 72 hours.
12. Negative results will be provided within 24 hours after the collection date.
13. MRO service should follow the DOT regulations and standards.
14. Ability to do any other add-ons to the standard panel as needed.
15. The laboratory shall be certified by the Department of Health and Human Services (HHS). The laboratory must comply with all state and federal laws, licenses, and certifications as required by law. Copies of all licenses and/or certifications must be submitted with the proposal.
16. The proposer must retain all positive specimens for one year (frozen).
17. Collection personnel must be trained to strictly follow the specimen collection procedures as per state and federal law. All personnel providing drug testing services under this solicitation must hold current licenses and/or certifications required by law to perform the services listed herein. Copies of licenses and/or certification must be submitted with your proposal for all personnel.
18. The 6-panel hair test will be analyzed for the following drugs:
 - a. Amphetamine
 - b. Methamphetamines,
 - c. Cocaine/Metabolites
 - d. TCH Metabolites
 - e. Opiates
 - f. Phencyclidine
19. The 10-panel will be used for the Random Non-DOT and Post Accident and will be analyzed for the following drugs:
 - a. Amphetamine
 - b. Barbiturates
 - c. Benzoylcegonine
 - d. Cocaine
 - e. Marijuana
 - f. Methaqualone
 - g. Opiates
 - h. Phencyclidine
 - i. Propoxyphene
20. Split samples will be required for all DOT testing.
21. Spice K test.
22. Urinalysis must be tested via the gas chromatography-mass spectrometry method.
23. The proposer must follow all regulations and procedures to include the following:
 - a. All results will be returned by the MRO to the Proposer. The Proposer shall transmit results to the Risk Management Department. The Proposer expressly understands and agrees that all results from the test performed by the Proposer under the terms and conditions of this contract shall at all times remain strictly confidential.
 - b. In the event of a positive test result and the employee requests a second test, the same sample collection will be sent to a different laboratory for re-test and the employee will be responsible for the cost of the re-test.
 - c. The Proposer shall provide a clinical and private environment in which such employee shall produce a specimen for drug/alcohol screening. The Proposer shall provide the employee with a clinical and private setting in

which to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the urine specimen. The Proposer shall ensure that all personal belongings such as a purse or briefcase remain with the outer garments. The Proposer shall provide an observer of the same sex as the employee to remain in the restroom, but outside the closed door of the restroom stall. The observer shall note any unusual behavior or appearance on the urine custody and control form.

d. The Proposer may reject an unusually hot or cold sample provided by the employee. In the event of such a rejection, the Proposer shall request further instructions from the Risk Management Department and/or Human Resources as to how to proceed before taking any further action.

e. The proposer shall then complete the requisition/chain of custody form in the presence of the employee and have the employee initial the chain of custody portion in the appropriate area. The Proposer shall print all information correctly and clearly and ensure the employee completes all required information correctly and clearly

f. The Proposer must keep a detailed and accurate chain of custody which shows the following:

- Where the specimen has been
- Who has had access to the specimen
- What tests were performed on the specimen
- When those tests were performed
- What individual performed the tests

In addition, a collection log must be kept that indicates the path of the specimen and contains the signatures of the individuals who handled the specimen, including the individual who collects the specimen.

g. All sample containers must have a label that is keyed to the employee's name, a unique I.D. number, the date the sample was taken, the initials of the individual who observed, and the initials of any individual who has handled the sample or tested the sample and the collection site. The contractor must ensure that these labels are firmly attached to each bottle and that such labels are standardized so that each item is clearly understood.

h. The Proposer while still in the presence of the employee shall then place both sample containers into one tamper-evident bag, remove the protective paper strips from the adhesive area of the bag and seal the bag. Finally, the Proposer shall require the employee to initial the seal in the appropriate area. When specimens have been collected exactly as specified, the Contractor shall transport the sealed, tamper-evident bag to the laboratory for testing. The laboratory must then follow all requirements to ensure the chain of custody and proper test procedures are carried out.

24. Random testing will be done monthly or as requested by the District.

25. The Proposer will provide the District with a computer-generated, unbiased method of randomly selecting the employees. Such information must be described in detail as to the method of random selection and method of providing selected employees to the District.

26. The Proposer must be able to provide training to the District personnel on an as-needed basis.

Training should include how to identify signs of abuse and reasonable suspicion responders. The quantity of personnel to be trained will vary.

27. The Proposer may be asked to provide reports to the District as needed. Reports include but are not limited to DOT, utilization, and statistical reports, monthly, quarterly, or annually.

28. All records produced through this contract shall be the property of the District. Records should be available to the District at any time.

29. At all times, the Proposer shall be solely responsible for ensuring that all results of the drug/alcohol screening procedures are kept strictly confidential and secure. Only parties, as expressly designated by the Risk Management Department, should have access to the identification numbers and names of the employees who test positive for the presence of a particular drug/alcohol or drugs in their urine specimen.

Confidentiality

At all times, the Proposer shall be solely responsible for ensuring that all results of the drug/alcohol screening procedures are kept strictly confidential and secure.

Qualifications and References

1. Experience - Provide company name, address, and contact person of at least three present entities for who similar services are being performed by the Proposer.
2. References - Provide educational background and experience of persons involved in this contract.
3. MRO – Name and qualifications of MRO(s) being used must be submitted with the proposal. The MRO must be a licensed physician.
4. Licenses and Certifications - A complete list of the laboratory's licenses and certifications for the performance of drug/alcohol testing must be submitted with the proposal.
5. Name of any subcontractors – if a subcontractor will be utilized, provide a complete list of each person's education, licenses, certifications, and a copy of the collection procedure that will be used. A current professional resume may be provided for review.

General Information

1. The District shall not pay for any additional testing done without the District's prior authorization.

2. At the termination of the contract, all medical records produced or obtained as a product of the contract shall be forwarded to the District or such other place as the District may designate. All records shall be forwarded within twenty-four (24) hours of contract termination.
3. Confidential Material: Any material that is to be considered confidential must be marked as such and will be treated as confidential by the District.
4. The District may, at its discretion, conduct a site visit of the Proposer's facility.
5. All proposals and related data shall become the property of the District.

Invoicing

1. The Proposer shall submit monthly invoices, in a single copy, on each contract, within 15 days after the end of the billing cycle to the department of Risk Management. Invoices covering more than one contract will not be accepted.
2. Invoices shall be itemized and transportation charges, if any, shall be listed separately.
3. Invoices shall reflect the Contract Number and Purchase Order Number.
4. The Proposer shall designate a contact person to address billing issues.
5. The Contact person will respond to billing issues within twenty-four (24) business hours and shall have the authority to respond by taking corrective action or making necessary adjustments if needed.
6. Do not include federal, state, or City sales tax the District will furnish a tax exemption certificate if requested.
7. Discounts will be taken from the date of receipt of services or date of invoice, whichever is later.
8. The Proposer shall advise the District of any changes in its remittance addresses.

Yes

7 Contract Term

The overall period of performance shall be effective from **September 1, 2021** through **August 31, 2022**, with a possibility of three (3), one (1) year option of extension(s).
 Ysleta ISD reserves the right to automatically extend the contract at the discretion of the District without notification.

8 Evaluation

Per Education Code 44.031, the District will utilize either Competitive Bid, Competitive Sealed Proposal, or Request for Proposal in providing the best value for the District. In determining to whom to award, the District shall consider:

- 40 points – Purchase price
- 25 points – Reputation and quality of the vendor and of the vendor's goods and/or services.
- 25 points – The extent to which the goods and/or services meet the District's needs, and the total long-term cost to the District to acquire the vendor's goods and/or services.
- 3 points – Vendor's past relationship with the District.
- 0 points – Impact on the ability of the District to comply with laws and rules related to historically underutilized businesses.
- 0 points – For a contract that is not for goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state.
- 7 points – Any other relevant factor specifically listed in the request for bids or proposals.

9 Section 3 - Questionnaire/Attributes

Offeror will review and respond to the following questions:

1
0
=====

*****Reputation & Quality***** =====

1
1 **Claims and Suits**

(If the answer to any of the questions below is yes, please include details.)

- Has organization ever failed to complete any work awarded to it? If so, describe the circumstances and parties involved, in detail.
- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against organization or its officers?
- Has organization filed any lawsuits or requested arbitration with regard to contracts within the last five years?

Confidential Drug Testing has always completed all work awarded.
there are no judgements against Confidential Drug Testing
No Lawsuits filed.

1
2 **References**

- Offeror must furnish a minimum of three (3) references, from organizations and/or businesses that have been provided with similar services or items. The organization's name, a contact person, telephone number, email address and a brief description of the items and services provided are required for each reference. Failure to submit the information may result in the offer being considered as non-responsive.
- Offeror, by furnishing these references, agrees to allow the District to contact any persons and/or organizations listed, and to utilize information obtained in evaluation of offer. The District reserves the right to check any references known to them and to use information received from such references in making the award.
- References may not include currently employed District personnel.

1
3 **References - #1**

ANTHONY ISD
813 6TH ST.
ANTHONY, TX 79821
Contact Rene Ramirez
Email rramirez@anthonyisd.net
Phone: 915 314-9040
Scope of work: Monthly drug test for random, pre-employment on-site testing.

1
4 **References - #2**

University of Texas at El Paso LKD SPORTS MED / UTEP
500 W UNIVERSITY
EL PASO, TX 79968
Contact DAWN HERNS
Phone: 915 204-0652
Email: dehearn@utep.edu
Scope of work, Yearly drug testing program for athletes

1
5 **References - #3**

El Paso County Sheriffs Department
P.O. BOX 125
EL PASO, TX 79941-0125
Phone: (915) 538-2247
Email: sogomez@epcounty.com
Scope of work: Monthly random selection, Pre-employment, reasonable suspicion testing

1 6	<p>Personnel Assigned to the Project (for service)</p> <p>For each key person, provide a brief description of individual responsibilities, length of time with the organization, city of residence, and experience with similar projects. Must also include proposed consultants, and its key personnel, to include past working relationship.</p> <p>Joseph Rivas length of service 9 years Responsible for On-site drug screen collections generating reports and random reports and daily activities and customer service City of residence: El Paso, TX Ricardo Arguelles Length of service 26 years Owner operator, oversee all employees duties on-site collections generating reports customer service City of residence: El Paso, TX Dora Loya Length of service 15 years. Scope of service: office manager. Manage all drug testing and drug testing reports drug screen collections Yvette Rangel length of service 1 year and half. On-site drug scree collections data management customer service, billing Collections.</p>
--------	--

1 7	<p>Experience</p> <p>Provide information for three (3) projects, within the last five (5) years, for which you have provided services that are most related/similar to this project. List the projects in order of priority, with the most relevant project first. Provide the following information for each project listed: Project name, location, description, costs for product/service, professional service provider and representative who served in the contract, if applicable.</p>
--------	---

1 8	<p>Experience - Project #1</p> <p>University of Texas at El Paso Description: Drug testing Cost for Service \$28.00 per test Dawn Hearn</p>
--------	---

1 9	<p>Experience - Project #2</p> <p>Anthony Independent School District Description: Drug Testing Cost of Service \$22.00 Representative: Rene Ramirez</p>
--------	--

2 0	<p>Experience - Project #3</p> <p>El Paso County Sheriffs Description: Drug Testing Cost of Service: \$18.50 Representaive: Socorro Gomez</p>
--------	---

2 1	<p>=====</p> <p>***Meets Needs & Long Term Cost*** =====</p>
--------	---

2 2	<p>Deviations from Solicitation Terms & Conditions and/or Contract</p> <p>If an Offeror proposes changes to any provision in this solicitation document and/or the attached contract or if the Offeror desires additional provisions to be included in the final contract, the Offeror must so indicate.</p> <p>The District reserves the right to modify the terms and conditions of any proposed contract during negotiations with the Offeror. Offeror's additional provisions that require attorney review, cost incurred by the District will be passed onto the Offeror.</p> <p>Please provide the requested changes to the attached Solicitation Terms and Conditions and/or contracts. Note item number and specific details of the change and/or exceptions. E-Bid Proposals - Deviations must be included in this field only. Attachments in response to this solicitation which include deviations will not be considered.</p> <p>N/A</p>
--------	---

2
3

Equivalent or Substitute Offers

Unless identified in the solicitation as “No Substitutes”, equivalent /substitution offers will be accepted and considered provided they are equal to and meet all specifications of this solicitation which may include all specifications of the brand used to identify the quality of the goods and/or services requested. The District reserves the right to make the final determination of whether an equivalent /substitution offer is equal. It is the Offeror’s responsibility to provide, as part of its offer, and specification information on all equivalents/substitutions offered.

Requests for Substitutions: Include, as appropriate, with each request, the following information:

1. Product data, drawings, and descriptions of products, fabrication and installation procedures (attach);
2. Samples, where applicable or requested;
3. A detailed comparison of the significant qualities of the proposed substitution with those of the work originally specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect, where applicable;
4. Coordination information, including a list of changes or modifications that will become necessary to accommodate the proposed substitution;
5. Cost information;
6. References of current users should be included; and
7. If the offer is not clearly identified as alternate/substitution item(s), it is understood that the offer is for items exactly as specified in the solicitation.

2
4

Shipping/Handling/Freight Fees

The District does not pay shipping/handling/freight fees. Possibility of non-award if these fees are required. For consideration/review, fees are to be included on this field only. Attachments in response to this solicitation which include these fees will not be considered.

2
5

Firm Pricing

The District requests that the prices for this solicitation remain firm throughout the term of the Contract. Indicate whether Offeror can comply.

2
6

Firm Pricing, Non-Compliant

If Offeror cannot comply, indicate here until what date prices are firm. If pricing can remain firm, indicate yes.

2
7

Minimum Price and/or Quantity

The District requests that there is no minimum price and/or quantity required for purchases. Indicate whether Offeror requires a minimum price and/or quantity order.

2
8

Minimum Price and/or Quantity, Non-Compliant

If Offeror cannot comply, indicate here the minimum order in dollars and/or quantity amount. If minimum price and/or quantity is not applicable, indicate n/a.

2
9

Payment Terms

Payment shall be made to the Vendor only for goods/services rendered. Payment shall be made no earlier than thirty (30) days after receipt of invoice unless early payment is approved by the District and made part of the award. Invoices must reference the District purchase order number.

The District will not be held to the thirty (30) day terms if the purchase order number is not referenced correctly or the invoice is not mailed to the address below.

Original invoices (no pre-invoicing or statements) are necessary for payment and should be:

a. Mailed to:

Ysleta Independent School District
Attn.: Accounting Department
9600 Sims Drive El Paso, Texas 79925

b. Emailed to: accounting@yisd.net

Agree (Agree)

3
0

Discount Payment Terms

The District will consider prompt payment discounts in evaluation of offers. Indicate discount payment terms. (The District must have at least 10 days after receipt of invoice to make payment.)

N/A

3
1

Electronic Funds Transfer (EFT) Program

If requested, the vendor agrees to receive District payments by EFT.

Agree (Agree)

3
2

Implied Warranty

Offeror warrants the goods and/or services furnished to be exactly as specified in the contract documents, free from defects in Vendor's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Vendor, to be in compliance with applicable law, to be merchantable and fit for the particular purpose, and with any services to be performed in a good and workmanlike manner. All applicable Uniform Commercial Code (UCC), warranties expressed and implied, are incorporated herein.

Yes

3
3

After Receipt of Order (ARO)

The District requests Offeror provide the number of days for delivery of product/goods. Stock items are to be delivered within three calendar days. Non-stock items are to be delivered within seven calendar days. Please provide ARO

24 hours for negative reports and 48-72 hours for Positive reports

3
4

Principal Place of Business, within District Boundary

Indicate whether or not your business is in the Ysleta Independent School District area.

No

35 Principal Place of Business, State

The term "principal place of business" does not necessarily refer to the place of incorporation or organization of a company, or to the residence of its majority owner.

It means the place where the company, whether natural or artificial, maintains offices and transacts business, i.e., where the business affairs are conducted. Concluding that "principal place of business" is referring to the place where a corporation's officers direct, control, and coordinate the corporation's activities.

It should normally be the place where the corporation maintains its headquarters-provided that the headquarters is the actual center of direction, control, and coordination, i.e., the "nerve center". In what state is your principal place of business?

Texas

36 Manufacturing Location

In what state is your product manufactured?

Texas

37 Principal Place of Business, 500+ Employees in Texas

Does your business have 500 or more employees in the State of Texas? Please advise

No

38 After-hours opening fee

Does vendor charge an after-business hours emergency store opening fee?

- If yes, please advise how much.
- If no, indicate "n/a"

N/A

39 =====
*****Past Relationship***** =====

40 Past Relationship with District

List organization's experience with the District within the last five (5) years.

Confidential Drug Testing has provided Drug testing for Preemployment , Random Post-accident and reasonable suspicion testing All work reports are done in a timely matter Post-Accident and reasonable suspicion testing arrival time is within 30 minutes drug testing negative reports within 24 hours and positive reports are within 48-72 hours. Post accident testing is done on-site of accident or at YISD service center.

41 =====
***** Other ***** =====

42 Reviewed Required Exhibits and Forms

Offeror must review, complete and submit all exhibits and forms if notated and applicable. Failure to do so may be grounds to declare an offer non-responsive. Not utilizing forms provided OR modifying forms may disqualify offer. Applicable exhibits and forms are attached.

Agree (Agree)

43 Tax ID Number

Enter Tax ID #/SSN.

742701521

44 Organization, Summary

- Year founded
- How many years has organization been in business under its present name?
- Under what other or former names has organization operated?
- List company locations and number of employees.

Year founded:1994
present name is original since 1994
Other names for different services CDTHEALTH
Company Location: 2727 Wyoming Ste D. El Paso, TX 79903
Number of employees 4

45 Current Capacity/Workload

Provide detailed information on current workload and advise available capacity.
Detailed information will include:

- Projects
- Customer name
- Contact person/title
- Phone number
- Project description
- Project completion date

YISD
Dolores Armendariz Risk Manager
Phone: 915 497-4691
Provide Drug testing for Pre-Employment Post-accident , Reasonable suspicion,
Project is ongoing

46 Punchout Catalog Website

Punchout catalog allows the District to access online catalog(s), select items/quantities needed and place them on a shopping cart. That cart of items is then transferred to the District's financial system to automatically populate into the requisition with the items on the cart.

- Do you have a punchout catalog already setup with Tyler Technologies/Munis? (yes/no)
- If yes, is it in cXML format, allowing you to receive purchase order automatically? (yes/no)

No

47 Franchise Tax

As an entity, are you subject to Texas franchise tax? Yes or No. Please advise if you are not subject to this tax

No franchise tax

48 Purchase Order Delivery Method to Vendor

The District purchase orders (PO) will be sent via email to the vendor. It is the vendor's responsibility to enter the PO into their own website/software. The District will not enter or upload POs into the vendor website/software.

Yes

49 Positive hair follicle confirmation

A positive hair follicle confirmation will be provided within twenty-four (24) – seventy-two (72) hours.

Yes

50 Alcohol/drug testing

Proposer shall provide alcohol/drug testing on a forty-eight (48) hour basis on initial (new hires) results.

No response

5.1 Reasonable suspicion and post-accident testing
 For reasonable suspicion and post-accident testing, the proposer must arrive at the designated location within 30 minutes of the request by the District. During normal business hours, after-hours, weekends, and holidays.

5.2 Positive hair follicle confirmation
 A positive hair follicle confirmation will be provided within twenty-four (24) – seventy-two (72) hours.

5.3 Positive GC/MS confirmation
 Positive GC/MS confirmation will be provided within twenty-four (24) – seventy-two (72) hours

5.4 Negative results
 Negative results will be provided within 24 hours after the collection date.

Bid Lines

1 COLLECTION FEE, SUPPLIES, CHAIN OF CUSTODY TO INCLUDE RANDOM TESTING ON DISTRICT SITE.
(Line excluded from response total)
 Quantity: 1200 UOM: EA Fee: Total:

2 TRANSPORTATION OF SPECIMEN
(Line excluded from response total)
 Quantity: 1200 UOM: EA Fee: Total:

3 NIDA 6 PANEL TEST - DOT ONLY
(Line excluded from response total)
 Quantity: 300 UOM: EA Fee: Total:

4 NON NIDA 10 PANEL TEST
(Line excluded from response total)
 Quantity: 500 UOM: EA Fee: Total:

5 HAIR TEST - TO INCLUDE 6 PANEL DOT & ECSTASY TESTING
(Line excluded from response total)
 Quantity: 500 UOM: EA Fee: Total:

6 SPICE K TEST
(Line excluded from response total)
 Quantity: 300 UOM: EA Fee: Total:

7 MEDICAL REVIEW OFFICER SERVICE
(Line excluded from response total)
 Quantity: 500 UOM: EA Fee: Total:

8 COMPUTER GENERATED RANDOM SELECTION
(Line excluded from response total)
 Quantity: 500 UOM: EA Fee: Total:

9	RANDOM RECORD MAINTENANCE (ongoing; no specific quantity) <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u>EA</u>	Fee: <input type="text" value="\$0"/>	Total: <input type="text" value="\$0.00"/>
10	STATISTICAL REPORTS <i>(Line excluded from response total)</i>	Quantity: <u> 12 </u> UOM: <u>EA</u>	Fee: <input type="text" value="\$0"/>	Total: <input type="text" value="\$0.00"/>
11	CERTIFICATION & VERIFICATION <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u>EA</u>	Fee: <input type="text" value="\$0"/>	Total: <input type="text" value="\$0.00"/>
12	POSITIVE SPECIMEN DOCUMENTATION & STORAGE <i>(Line excluded from response total)</i>	Quantity: <u> 100 </u> UOM: <u>EA</u>	Fee: <input type="text" value="\$0"/>	Total: <input type="text" value="\$0.00"/>
13	BLIND SPECIMEN & MAINTENANCE <i>(Line excluded from response total)</i>	Quantity: <u> 1200 </u> UOM: <u>EA</u>	Fee: <input type="text" value="\$0"/>	Total: <input type="text" value="\$0.00"/>
14	EMPLOYEE RECORD SET UP <i>(Line excluded from response total)</i>	Quantity: <u> 1200 </u> UOM: <u>EA</u>	Fee: <input type="text" value="\$0"/>	Total: <input type="text" value="\$0.00"/>
15	ALL URINALYSIS WILL USE THE GS/MS METHOD OF TESTING (NO SUBSTITUTES) <i>(Line excluded from response total)</i>	Quantity: <u> 1200 </u> UOM: <u>EA</u>	Fee: <input type="text" value="\$0"/>	Total: <input type="text" value="\$0.00"/>
16	ZERO TOLERANCE TESTING ON NON-DOTS GS/MS METHOD ONLY <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u>EA</u>	Fee: <input type="text" value="\$12"/>	Total: <input type="text" value="\$12.00"/>
17	ALCOHOL TESTING <i>(Line excluded from response total)</i>	Quantity: <u> 300 </u> UOM: <u>EA</u>	Fee: <input type="text" value="\$15"/>	Total: <input type="text" value="\$4,500.00"/>
18	AFTER HOURS FEE: HOURS BETWEEN 5:00 P.M. TO 8:00 A.M. <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u>EA</u>	Fee: <input type="text" value="\$0"/>	Total: <input type="text" value="\$0.00"/>
19	AFTER HOURS FEE: WEEKENDS - PRICE PER HOUR <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u>EA</u>	Fee: <input type="text" value="\$0"/>	Total: <input type="text" value="\$0.00"/>
20	AFTER HOURS FEE: CHARGE FOR TESTING AT DESIGNATED LOCATION <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u>EA</u>	Fee: <input type="text" value="\$0"/>	Total: <input type="text" value="\$0.00"/>
21	TRAINING OF YISD PERSONNEL <i>(Line excluded from response total)</i>	Quantity: <u> 1 </u> UOM: <u>EA</u>	Fee: <input type="text" value="\$0"/>	Total: <input type="text" value="\$0.00"/>

2
2

PERCENT DISCOUNT ON ANY OTHER MISCELLANEOUS TESTING (TO INCLUDE ANY AND ALL ADMINISTRATIVE PROCESSING FEES)

Quantity: 1 UOM: EA

Total:

Response Total: \$0.00