

EXHIBIT "A"
HIDALGO COUNTY
DRUG TESTING COLLECTION SERVICES
Bid No. 2007-219-06-13-MSS

BID SPECIFICATIONS

HIDALGO COUNTY (County) is seeking bids from qualified contractors with which to establish contracts for the purpose of performing drug and alcohol test collections for Hidalgo County employees ON AN AS NEEDED BASIS.

SCOPE OF SERVICES:

1. Contractor shall have ability to conduct a Drug and Alcohol Test Collections Program in accordance to the **Hidalgo County Drug and Alcohol Policy** (herein attached Exhibit "E") and as required by local, state, and federal laws and regulations.
2. Contractor shall perform collection of urine and breath samples by certified staff, in accordance with NIDA standards and DOT and/or County policy and protocol for post-offer pre-employment and random drug tests as required. **Contractor's personnel conducting tests must be bilingual.**
3. Additional services include a certified Substance Abuse Professional, Breath Alcohol Technician and Medical Review Officer.
4. Conduct testing in accordance with the Hidalgo County Drug and Alcohol Policy including but not limited to:
 - a. Post offer, pre employment screening to all new employees.
 - b. Post employment transfer, promotion and/or reassignment to safety sensitive position.
 - c. Reasonable Suspicion.
 - d. Employee found in possession of drugs and/or alcohol.
 - e. Employee returning to work after a leave of absence of 45 days or more.
 - f. Post accident and/or critical near miss.
 - g. Random Testing for safety sensitive position and commercial driver's license holders (CDL).
5. Provide this drug and alcohol testing services with licensed and certified personnel and laboratories as required by Local, State and Federal Law including, but not limited to, Medical Review Officer (MRO), Breath Alcohol Technician (BAT) and Substance Abuse Professional (SAP) and National Certified Addiction Counselor II (NCACII) as required by DOT.
6. The service provider will insure proper and documented chain of custody during and after sample collection and testing.
7. **RANDOM DRUG AND ALCOHOL TESTING** – The County will require approximately 50% random drug and alcohol testing for employees who are required to possess a CDL to

perform their job duty and/or every employee working in a job classified as a safety-sensitive position to be performed on a quarterly basis. Safety sensitive positions are located in various departments countywide. Contractor must provide a description of the work plan and the methods to be used that will demonstrate what the Contractor intends to do, the timeframes necessary to accomplish the work and how the work will be accomplished. The Contractor shall specify the test procedures that will be utilized. The contractor must also include a plan for performing random testing at multiple locations simultaneously.

8. The Contractor must provide Reasonable Suspicion training certification to designated County employees and must provide complete description of the training and consultation services offered on an as needed basis.
9. Positive results will be hand-delivered to the Hidalgo County Human Resources Department. Negative results will be mailed in a sealed confidential envelope through a delivery service such as UPS, Federal Express, etc. or hand delivered to the Hidalgo County Human Resources Department.
10. Test results will not be divulged in any form to anyone other than to those designated authorized County representatives.
11. Statistical reports of test results may be requested from the contractor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated County representative.
12. As approved by Hidalgo County Commissioner's Court on May 15, 2007, Alcohol screening tests that result in a concentration of less than 0.02, no further testing will be required. For tests with results greater than or equal to 0.02, a second test will be required, for confirmation, 15 to 30 minutes from the time of the first positive test.
13. Contractor must possess capability for collection of urine samples and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations
14. **QUALIFICATIONS OF THE CONTRACTOR** – Must remain current on testing and medical standards for all services to be performed as a result of this contract. Contractor must provide the County Purchasing Department with all licenses and certificates when they are renewed.
15. **BID PRICE** must include an individual and a total test charges (fees) for:
 - **Panel 5**
 - Amphetamines:
 - Amphetamine
 - Methamphetamine
 - Cocaine Metabolites
 - Marijuana Metabolites
 - Opiates:
 - Morphine
 - Codeine
 - Phencyclidine (PCP)

- **Panel 9**
 - Amphetamines:
 - Amphetamine
 - Methamphetamine
 - Barbiturates:
 - Amobarbital
 - Butabarbital
 - Butalbital
 - Pentobarbital
 - Phenobarbital
 - Secobarbital
 - Benzodiazepines
 - Cocaine Metabolites
 - Marijuana Metabolites
 - Methadone
 - Opiates
 - Morphine
 - Codeine
 - Phencyclidine
 - Propoxyphene
- **Alcohol**

Bid must indicate fees for urine, breath, hair and blood tests as requested on Bid Page (Exhibit "B").

16. CONTRACTOR must be available 24 hours a day 7 days a week.
17. TESTING SITE– On site and/ or off site testing will require the contractor to provide appropriate private facilities to conduct these tests, including a locked, secured box, etc. for private articles where applicable.
18. INDEMNIFICATION – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.
19. CONTRACT TERM – The initial term of the resultant contract shall commence from the date of award thru December 31, 2007 with the County's option to extend the contract for two (2) additional one (1) year terms based on performance evaluation and contingent upon cost terms and conditions remaining unchanged and/or County's option to extend for an

additional (60) day grace period at the end of contract for unforeseen delays on subsequent contract award.

20. REFERENCES - Submit a minimum of five (5) references that include, company names, addresses, contract persons and telephone numbers for the contact persons. References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.
21. NO CONTACT POLICY – After the date and time established for receipt of bid proposals by the County, any contact initiated by any offeror with any County representative, other than the Purchasing Department representative listed herein, concerning this request for proposals is PROHIBITED. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.

SPECIAL INSTRUCTIONS TO BIDDERS:

1. **The Hidalgo County Drainage District Number One Board of Directors may, at their option, utilize the professional services Provider(s) selected by Hidalgo County for Hidalgo County Drainage District Number One. Should the Board of Directors of Hidalgo County Drainage District Number One decide the firm(s) selected as the one(s) selected by Hidalgo County, the Provider(s) shall offer Hidalgo County Drainage District Number One the same terms and provisions as it/they offer(s) Hidalgo County under the service agreement(s).**
2. RIGHT TO AUDIT: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor.

3. Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.
4. The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior

written consent of Hidalgo County for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

Further information required for this project can be addressed to, Hidalgo County Purchasing Department. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, June 06, 2007, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, June 08, 2007.

EXHIBIT "B"
HIDALGO COUNTY
DRUG TESTING COLLECTION SERVICES
 Bid No. 2007-219-06-13-MSS
BID PAGE

<u>BUSNISS HOURS</u>	<u>FROM</u>	<u>TO</u>
<u>REGULAR</u>		
<u>PREMIUM</u>		
<u>BUSNISS DAYS</u>	<u>FROM</u>	<u>TO</u>
<u>REGULAR</u>		
<u>PREMIUM</u>		

TRAINING FEES:

SESSION: \$ _____

Test Charges:

Specific Test	Fees	Turnaround time for results
Panel 5	Urine \$	
	Hair \$	
	Blood \$	
Panel 9	Urine \$	
	Hair \$	
	Blood \$	
Alcohol	Breath \$	
	Blood \$	
TOTAL: (ALL OF THE ABOVE FEE)	\$	

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____ **CELLULAR NUMBER** _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____