

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

IBF-RFP-RFQ-RFI

BID OPENING DATE: APRIL 2, 2008

BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: Hidalgo County Health and Human Services-“Testing Systems and Related Supplies”

BID NO: 2008-007-04-02-SMA

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA *	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.) Hemo Cue, Inc. Attn: Jodi Tucker	BLM FED-X OVERNIGHT	Sandra Montalvo	03/18/08	40 EMPIRE DR. LAKE FOREST, CA 92630 (O) 800-881-1611 (F) 949-859-3080
2.) McKesson Medical-Surgical Attn: Therese Mugge	BLM FED-X OVERNIGHT	Sandra Montalvo	03/18/08	8741 Landmark Rd Richmond, VA 23228 (P) 800-328-8111 (F) 800-237-9766
3.) Hartmann Diagnostic Medical Inc. Attn: Debbie Hogae	BLM LONESTAR OVERNIGHT	Sandra Montalvo	03/18/08	5729 LEBANON RD., STE 144-417 FRISCO, TX 75034 (P)1-800-842-4268

***VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)**

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY HEALTH AND HUMAN SERVICES

BID OPENING DATE: APRIL 2, 2008

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: " TESTING SYSTEMS AND RELATED SUPPLIES"

BID NO: 2008-007-04-02-SMA

BUYER: SANDRA MONTALVO

	NAME OF COMPANY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
1.)	HEMOCUE, INC	Hemoglobin Analyzer (photo meter) B Hemoglobin	-0-	-0-
		Hemoglobin HB 201 + Analyzer (upgraded system)	\$250.00	\$250.00
		Hemoglobin Microcuvettes (tests)	\$168.00/200 ct bx	\$168.00
			\$84.00/100 ct bx	\$84.00
		Hemoglobin HB 201Microcuvettes (upgraded)	\$168.00/200 ct bx	\$168.00
			\$84.00/100 ct bx	\$84.00
2.)	NO BID			



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Eduardo Olivarez, Chief Administrator
Hidalgo County Health and Human Services

FROM: Sandra Montalvo, Buyer *SMO*
Hidalgo County Purchasing Department

DATE: April 2, 2008

RE: Bid No. 2008-007-04-02-SMA
-HIDALGO COUNTY HEALTH AND HUMAN SERVICES - "TESTING SYSTEMS AND RELATED SUPPLIES."
"BID AWARD RECOMMENDATION REQUEST"

We have received a sole response to the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, April 7, 2008 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, April 15, 2008.**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4865

<u>AWARD TO VENDOR(S):</u>	<u>RECOMMENDATION (BASIS)</u>
Hemocue Inc.	Sole Bid

[Handwritten Signature]
Authorized Signature

Eduardo Olivarez
Printed Name

4/2/08
Date

REQUIREMENTS AGREEMENT
C-08-007-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the _____ of _____, 2008 by and between **HemoCue, Inc**, a California Corporation ("Seller") and **Hidalgo County Health Department in Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "**Testing Systems and Related Supplies**" as further described in Exhibit "A" which are attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Health Department projects for a period of one year, with the County's option for an additional one (1) year term. This Contract shall be for a period beginning **May 2, 2008** and ending on **May 2, 2009** and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof,

contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: HemoCue, Inc.
Attention: Kimberly Mullins
40 Empire Drive
Lake Forest. CA 92630

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination:** This Agreement may be terminated by either party without

cause upon thirty (30) days written notice.

g.. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, County Clerk


HemoCue Holdings

By: _____

Title: _____

Commissioners' Court _____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:  _____

**EXHIBIT “A”
SPECIFICATIONS**

EXHIBIT "A"

HIDALGO COUNTY HEALTH AND HUMAN SERVICES "Testing Systems and Related Supplies" Bid No. 2008-007-04-02-SMA

SPECIFICATIONS/REQUIREMENTS

Hidalgo County Health and Human Services is accepting bids from vendors selling original equipment from manufactures.

SPECIFICATIONS/REQUIREMENTS:

The specifications/requirements goods contract FOB: Edinburg will encompass all testing systems and related supplies to Hidalgo County Health and Human Services including, but not limited to, the following:

- A.) Analyzers come with the following: Power adapter, one (1) instrument-specific Control Cuvette for daily Q/C.
- B.) One (1) full year's warranty (excluding replacement of lost Control Cuvette)
- C.) Free loaner instrument sent to you if your instrument is in for service, and staff in-servicing.
- D.) All purchases of products will be on an "as-needed basis only". There is no guaranteed annual volume.
- E.) Hidalgo County will seek purchases from state awarded vendors, whenever it is it's best interest to do so.
- F.) Have been in business for at least two years;
- G.) Stock the necessary products, or be able to provide said items within 24 hours.
- H.) Vendor must list those items which cannot be supplied to County within 24 hours, usually non-stock items which involve having to charge (if any) shipping costs to deliver within 24 hours during emergency.

REQUIRED ITEMS:

-
- A.) Hemoglobin Analyzer (photo meter) B Hemoglobin
 - B.) Hemoglobin Microcuvettes (tests) 200 ct.

BIDDER DEFAULT:

Hidalgo County reserves the right, in case of bidder default, to procure the articles from other sources and hold the defaulting bidder responsible for any excess cost occasioned thereby.

Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

TERMS AND CONDITIONS:

- 1.) The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional year, under agreement with the same terms and conditions. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
- 2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

ADDITIONAL INFORMATION:

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, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, March 26, 2008 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, March 28, 2008 by 5:00 p.m..

**EXHIBIT “B”
FEE SCHEDULE**

EXHIBIT "B"

BID FORM

**HIDALGO COUNTY HEALTH AND HUMAN SERVICES
"Testing Systems and Related Supplies"
Bid No. 2008-007-04-02-SMA**

Unit price for a Testing Systems and Related Supplies as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the following items
FOB: Edinburg, TX.

1. Hemoglobin Analyzer (photo meter) B Hemoglobin.....	Price at: \$	<u>0</u>	Box of: <u>1</u>	pieces
" <u>HB 201X ANALYZER (121721)</u>		<u>250⁰⁰</u>	<u>1</u>	"
2. Hemoglobin Microcuvettes (tests) 200 ct. <u>651200</u>	Price at: \$	<u>168⁰⁰</u>	Box of: <u>200</u>	pieces
" <u>HB 201 MICROCUVETTES 200 CT 111716 (11710)</u>		<u>84⁰⁰</u>	Box of: <u>100</u>	pieces
" <u>100 CT 111715 (11709)</u>		<u>84⁰⁰</u>	Box of: <u>200</u>	"
" " " " <u>100 CT 111715 (11709)</u>		<u>84⁰⁰</u>	Box of: <u>100</u>	"

BIDDER / COMPANY NAME: HemoCue, Inc.
ADDRESS: 40 Empire Drive
CITY: Lake Forest STATE: CA ZIP CODE: 92630
PHONE NUMBER: 800-881-1611 x116 FAX NO: 949-598-8651
AUTHORIZED SIGNATURE: Kimberly Mullins
PRINTED NAME: KIMBERLY MULLINS
TITLE: RBM
DATE: 3-28-08

PHOTOMETERS, REFLECTANCE

THE HEMOCUE HEMOGLOBIN ANALYZER AND CUVETTES MUST:

1. PRODUCT DIMENSIONS OF 3.35X6.30X1.69 INCHES and .77 POUNDS
2. HAVE A MEASUREMENT RANGE OF 0-25.6 G/DL
3. HAVE AN INTERNAL ELECTRONIC SELF-TEST THAT AUTOMATICALLY VERIFIES THE CALIBRATION OF THE ANALYZER EVERY TIME THE UNIT IS TURNED ON, AND EVERY TWO HOURS OF OPERATION.
4. NOT REQUIRE A CONTROL CUVETTE, BUT ALLOW IT AS AN OPTION.
5. CUVETTES MUST HAVE PATENTED "TURBO CHANNEL" TECHNOLOGY.
6. USE A SAMPLE VOLUME OF 10 UL.
7. BE CAPABLE OF USING CAPILLARY, VENOUS OR ARTERIAL BLOOD.
8. HAVE AN ACCURACY OF 99% (AS DETERMINED VERSUS THE ICSH REFERENCE METHOD).
9. USE A DOUBLE-WAVELENGTH METHOD (I.E., 570 AND 880NM) TO CORRECT FOR INTER-FERENCES DUE TO LIPEMIA, LEUKOCYTOSIS, AND OTHER SOURCES OF TURBIDITY.
10. HAVE AN INTERNAL BATTERY.
11. HAVE AN OPERATING TEMPERATURE RANGE OF AT LEAST 60-100 DEGREES FARENHEIT.
12. BE PRE-CALIBRATED AND NOT REQUIRE USER CALIBRATION WHEN NEW LOTS OF REAGENTS OR MICROCUVETTES ARE PUT INTO USE.
13. BE PART OF A TEST SYSTEM (ANALYZER, CUVETTES, CONTROLS, REAGENTS) THAT HAS BEEN APPROVED AS A WAIVED TEST BY THE CENTER FOR MEDICARE AND MEDICAID (CMS) UNDER THE CLINICAL LABORATORY IMPROVEMENT AMENDMENTS (CLIA).
14. THE HEMOGLOBIN ANALYZERS MUST MEET CLIA STANDARDS FOR USE UNDER A WAIVED CERTIFICATE.
15. HEMOGLOBIN TESTING SYSTEM COVERED UNDER GAURANTEED PERFORMANCE POLICY. GAURANTEES NO WITHIN ANALYZER, ANALYZER TO ANALYZER, LOT TO LOT, WITHIN LOT VARIATIONS.

General Product Description:

The HemoCue HB 201+ is a system used for the quantitative determination of the total amount of hemoglobin in whole blood. The system consists of a specially designed analyzer with specially designed microcuvettes containing dried reagents. The microcuvette serves as a pipette, reaction vessel and as a measuring microcuvette. No dilution is required. The hemoglobin measurement takes place in the analyzer, which follows the progress of the reaction until the steady state has been reached. The system is factory calibrated against the hemoglobincyanide (HiCN) method, the international reference method for the determination of the hemoglobin concentration in blood.

HemoCue HB 201+ Analyzer Part Number: 121721

HemoCue HB 201+ Microcuvette 200 / Box Part Number: 111716