

**EXHIBIT "A"**  
**SPECIFICATIONS/REQUIREMENTS**  
**Hidalgo County Community Supervision and Corrections Department (CSDS)**  
**Request for Bids for Instant Drug Screening Cups**  
Bid No.: 2010-278-00-00-SMA

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**Product Specifications:**

The Hidalgo County Community Supervision and Corrections Department (CSCD) is seeking bids for an instant drug screening cup which offers zero exposure to the urine collected for the person reading the test results; an integrated drug cup in which the drug test is incorporated or built into the cup. Furthermore, the tool must analyze urine by detecting the presence or absence of drugs or drug metabolites in human urine samples. The urine drug test must be easy to use and easy to read. The product should require no special training for the end user. The instant drug screening cup must include, but is not limited to the following specifications:

1. On-Board Temperature Strip, Validity Controls, and Adulterant Checks
2. Capability of testing multiple drugs at once by using a split specimen drug test of the following substances at the indicated cutoff levels:
  - Amphetamine (AMP) 1000ng/mL
  - Benzodiazepines (BZO) 300ng/mL
  - Cocaine (COC) 300ng/mL
  - Marijuana (THC) 50ng/mL
  - Opiates (OPI) 2000ng/mL
3. U.S. Food and Drug Administration (FDA) 501(k) cleared and Clinical Laboratory Improvement Amendments of 1988 (CLIA) waived
4. Self-Contained Cup Eliminates Collector Exposure to Specimen
5. Average Shelf life of eighteen (18) to twenty-four (24) months
6. No Special Training required to read or administer the Test
7. Instructional Material and Detailed Instructions included with the product
8. Includes Security Seals incurred in the price of the product
9. All items will be on an **"as-needed basis only"** there is no guaranteed annual volume.

**TERMS & CONDITIONS:**

1. Term of contract is for one (2) years period with County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions
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 next contract term.
3. Hidalgo County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
5. Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

6. Any contract awarded to a successful bidder will be in effect until;
  - a) The contract expires
  - b) Delivery acceptance of products and/or performance of services ordered, or
  - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
7. **NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with bidders. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.
8. Hidalgo County reserves the right to add or delete items during the term of the contract under the same terms and conditions.
9. Insurance requirements for this project to be maintained throughout the contract term (Refer to Exhibit "C" for limits)
10. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
11. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.
12. Bidder(s) agree that to the extent an item(s) is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.
13. Hidalgo County reserves the right to evaluate items listed in this RFB based upon criteria that is common among the items.
14. Bid prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point.

**Market Volatility and Unit Price Adjustments:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price

change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

**Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, [August, 2010](#) by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, [August, 2010](#) by 5:00 p.m.**