

EXHIBIT "A"
JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
"DRUG TESTING COLLECITON SERVICES"
BIDNO: 2011-085a-00-00-MEG

BID SPECIFICATIONS

Judge Mario E. Ramirez, Jr. Juvenile Justice Center (County) is seeking bids from qualified contractors with which to establish contracts for the purpose of performing drug test collections for juveniles on an as needed basis.

SCOPE OF SERVICES:

1. Agency shall be certified and accredited to conduct Drug and Alcohol test collections dealing with students, minors and all underage donors as specified by school, local, state and federal regulation required by law.
2. Agency shall collect urine, saliva, hair follicle, and swabbing test as required and indicated by law.
3. A Panel 10 including Marijuana, Cocaine, Opiates, Amphetamine, Phencyclidine (PCP), Barbiturates, Benzodiazepines, Methadone, Methaqualone, and Propoxyphene. Agency shall also be available to provide Ethanol/Alcohol testing through certified equipment for the presence of alcohol. Further or specified testing may be required for Roche pills, (Date Rape) and other illegal substance, as required, requested, and needed.
4. Agency, Laboratory or contractor conducting the specimen collection and testing must have access to a Medical Review Office (M.R.O.) in the field of Substance Abuse. Copies of certifications should be submitted with bid response.
5. **QUALIFICATIONS OF THE CONTRACTOR** – Must remain current on testing and medical standards for all services to be performed as a result of this contract.
6. Agency/Contractors shall have built-in authorization forums for Parental Consents and other required notice as specified by law. Company agrees to use appropriate safeguards to prevent use of disclosure and any protection required under the HIPAA Protected Health Information Act as required by Law. Where required, agency/Contractors shall comply with the standards and other regulation issued forth under 45 CFR parts 142 and 160-164 pursuant to the Health Insurance Portability and Accountability Act of 1996 (Collectively: HIPPA).
7. Any possession of illicit or illegal substance will be reported to authorized personnel and to the Administration of the Hidalgo County Juvenile Probation Department (H.C.J.P.D.) as herein specified.
8. Conduct collection in accordance with request submitted by the H.C.J.P.D.
9. Agency/Contractor must be able to conduct trainings designated for Probation Officers and H.C.J.P.D. personnel in conjunction with Drug and Alcohol Education and handouts, at least once a year.
10. Insurance (Liability Insurance) required as specified by regulation on attached Exhibit "C".

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11. **RESULTS:** All results require a verbal notification to Israel "Buddy" Silva, H.C.J.P.D. Director or designated staff member authorized by contract. Positive results must be hand-delivered in a sealed confidential envelope to the attention of Israel "Buddy" Silva or designated authorized person in contract to the Hidalgo County Juvenile Probation Department, 1001 North Doolittle Road, "Judge Mario E. Ramirez Jr., Juvenile Justice Center"- Edinburg, TX 78539. Negative results will be mailed or hand delivered in a sealed confidential envelope to same address.
12. Agency/Contractor agrees to ensure that any agent, Probation Officer (P.O.), or County Employee, requested results and information must be authorized by Hidalgo County Juvenile Probation Department (H.C.J.P.D.).
13. Test results will not be divulged in any form to anyone other than to contract designated authorized representatives. Contracted vendor must report any use or disclosure of the protected results and information of said minor to the required and authorized H.C.J.P.D. personnel.
14. The service provider will insure proper and documented chain of custody during and after sample collection and testing.
15. Agency must be able to provide H.C.J.P.D. statistic reports on an annual basis.
16. Agency must provide valley wide service upon request due to area required by Hidalgo County residence.
17. Agency must provide a 24 hour service, available to respond in a two to three hour, but not to exceed a three hour period.
18. Agency must be available to conduct on-site and on different valley wide location to make testing available where needed and required.
19. **BID PRICE** must include individual test charges (fees) for Panel 10, Rohypnol, Alcohol and Ecstasy and a total test charge (fee) for all the above. Bid price must indicate fees for urine, hair and blood test for the above tests. Bid price will also include price per session on Drug Free Workplace Act and any other requested drug testing related training. Each line item on **Bid Page** is required to be completed as instructed. **Incomplete sections may be considered for probable cause for disqualification.**
20. **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.

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TERMS AND CONDITIONS

1. **CONTRACT TERM** – The initial term of the resultant contract will be for a period of one (1) year and shall commence from the date of award. The County reserves the 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.
2. Hidalgo County reserves the right to award the bid to the low bidder meeting all requirements and specifications.
3. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates terms and conditions.
4. Hidalgo County reserves the right to reject any or all bids submitted, if it is in the best interest to do so.
5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
6. Any contract awarded to a successful bidder will be in effect until;
 - The contract expires
 - Delivery acceptance of products and/or performance of services ordered, or
 - Terminated by County with thirty (30) days written notice prior to the cancellation.
7. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

REFERENCES - Submit a minimum of three (3) references that include, company names, addresses, contact 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 the vendor.

SPECIAL INSTRUCTIONS TO BIDDERS:

1. **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.

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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 this article, discloses overcharges (of any nature) by Contractor to the County, the actual cost of the County's audit and excess amount charged to the County shall be paid by Contractor.

2. 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.
3. 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 at (956) 318-2626. 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. Business Hwy. 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All applicable forms in this packet must be filled in its entirety and submitted with bid response.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, date, month day, 2011, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., date, month day, 2011.