

EXHIBIT "A"  
JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER  
"DRUG TESTING COLLECITON SERVICES"  
BID NO: 2017-066-03-15-YZV

---

***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 authorize personnel and to the Administration of the Judge Mario E. Ramirez Jr., Juvenile Justice Center 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".
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 Judge Mario E. Ramirez Jr., Juvenile Justice Center, 1001 North

EXHIBIT "A"  
JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER  
"DRUG TESTING COLLECITON SERVICES"  
BID NO: 2017-066-03-15-YZV

---

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 Judge Mario E. Ramirez Jr., Juvenile Justice Center.
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 Judge Mario E. Ramirez Jr., Juvenile Justice Center 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 Judge Mario E. Ramirez Jr., Juvenile Justice Center 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.

EXHIBIT "A"  
JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER  
"DRUG TESTING COLLECITON SERVICES"  
BID NO: 2017-066-03-15-YZV

---

**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/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
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.
8. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
9. 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.
10. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County
11. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

**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.

EXHIBIT "A"  
JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER  
"DRUG TESTING COLLECITON SERVICES"  
BID NO: 2017-066-03-15-YZV

---

**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.

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 EMAIL TO:**  
**[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) NO LATER THAN, Monday March 06, 2017, 5:00 P.M.**  
**Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Wednesday March 08, 2017.**

EXHIBIT "B"  
 BID PAGE  
 Judge Mario E. Ramirez, Jr. Juvenile Justice Center  
 "DRUG TESTING & COLLECTION SERVICES"  
 BID NO: 2017-066-03-15-YZV

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE OR ALTERATIONS** submittals shall be considered a probable cause for disqualification.

**SECTION 1 PER HOUR FEES (LABOR):**

BUSINESS HOURS	FROM	TO	FEES per hour
REGULAR			
PREMIUM			

**SECTION 2 TEST CHARGES:** *Enter price for each test section.*

Specific Test		PRICE	Turnaround time for results	
<b>Panel 10 Fees for the following drugs:</b>			Negative	Non-Negative
1. Amphetamines 2. Methamphetamines 3. Barbiturates 4. Benzodiazepines 5. Marijuana 6. Cocaine 7. Opiates 8. Phencyclidine 9. Methadone 10. Propoxyphene		\$ _____ Hair  \$ _____ Urine	_____	_____
Additional Test:		PRICE	Turnaround time for results	
Cannabis	Urine			
	Hair			
Morphine	Urine			
	Hair			
Tricyclic Antidepressants	Urine			
	Hair			
Rohypnol	Urine			
	Hair			
Alcohol	Urine			
	Hair			
	Breath			
Ecstasy	Urine			
	Hair			
	Hair			
Methaqualone	Urine			
	Hair			

EXHIBIT "B"  
 BID PAGE  
 Judge Mario E. Ramirez, Jr. Juvenile Justice Center  
 "DRUG TESTING & COLLECTION SERVICES"  
 BID NO: 2017-066-03-15-YZV

---

**SECTION 3 TRAINING SERVICES FEE:**

TECHNICAL ASSISTANCE	HOURLY FEES
Employee/Supervising Training	\$
Other Drug Testing Related	\$

**PROFESSIONAL ASSISTANCE SERVICES:**

	FEES
Medical Review Officer (MRO)	\$

BIDDER/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

CELLULAR NUMBERS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**SERVICE CONTRACT  
C-17-066-00-00**

THIS CONTRACT is made and entered into this \_\_\_day of \_\_\_\_\_, **2017**  
by and **between** Hidalgo County, Texas acting by and through the Judge Marion E  
Ramirez, Jr. Juvenile Justice Center, a department of County of Hidalgo, Texas  
(hereinafter "Department") and \_\_\_\_\_, ("Company").

WHEREAS, Company responded to request for bids for "**Drug Testing Collection  
Services**" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the  
specifications as bid, a copy of such specifications and bid being attached hereto as  
Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes  
(the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to  
perform the Services in accordance with Specifications, the Commissioners Court of  
County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further  
consideration of the following, the parties hereto agree as follows:

1. Hidalgo County acting by and through the Judge Mario E. Ramirez Jr.  
Juvenile Justice Center and Company hereby agrees that this Contract is entered into in  
order to provide the Service to locations within Hidalgo County. This Contract does not

extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by Judge Mario E. Ramirez Jr. Juvenile Justice Center or its designated agent(s) . Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **September 01 , 2017** and ending **August 31 , 2018** and may be extended at the sole discretion of County for an additional two (2)-one (1) year periods at the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall

comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and

that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **Judge Mario E. Ramirez, Jr. Juvenile Justice Center  
Attn: Mario E. Ramirez, Jr.  
P.O. Box 267  
Edinburg, Texas 78540**

If to Company \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award 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 day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. 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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. 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 County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

20. Immunities: Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2017.

**Hidalgo County acting by and through the:  
JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Hon. Mario E. Ramirez, Jr, 332<sup>nd</sup> District Court

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Israel "Buddy" Silva Jr., Director and Chief  
Juvenile Probation Officer

**CONTRACTOR:**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Approved by Board of Judges on: \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATLAS, HALL & RODRIGUEZ L.L.P.**

**BY:** \_\_\_\_\_  
**STEPHEN L. CRAIN, ATTORNEY**

**EXHIBIT "A"**  
**REQUEST FOR BIDS (RFB)**  
**PROCUREMENT PACKET**

**EXHIBIT "B" VENDOR'S BID  
(BID TABULATION)**

DRAFT

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**