

**EXHIBIT "A"**  
**Specifications/Requirements**  
**Hidalgo County Sheriff's Office**  
***"Drug & Alcohol Testing Services"***  
**Bid No. 2018-042-00-00-FAZ**

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HIDALGO COUNTY SHERIFF'S OFFICE (County) is seeking bids from qualified contractors with which to establish contracts for the purpose of performing drug test collections for County employees on an as-needed basis.

**SCOPE OF SERVICES:**

- 1) Contractor shall have the ability to conduct a Drug and Alcohol Test Collection Program as required by local, state and federal laws and regulations.
- 2) Contractor shall perform a collection of urine/blood samples by certified staff, in accordance with U.S. Department of Transportation (DOT) Standards and/or Hidalgo County Sheriff's Office policy and protocol for post-offer pre-employment and random drug tests as required.
- 3) Additional services include a certified Substance Abuse Professional, Breath Alcohol Technician and Medical Review Officer (M.R.O.).
- 4) Conduct post-offer pre-employment drug testing on all applicants, or post-employment transfer, promotion and or reassignment to a safety-sensitive position.
- 5) Conduct testing when the Department Head/Elected Official or personnel designated by the Department Head have reason to believe that an Employee on County property is using or under the influence of prohibited drugs, alcohol and substances, or that there has been a violation of the Hidalgo County Sheriff's Office Drug and Alcohol policy.
- 6) Conduct testing when an Employee is found in possession of suspected illegal or prohibited drugs and substances, or when any of these drugs and substances are found in an area controlled or used exclusively by said Employee or another person.
- 7) Conduct testing when an employee returns to active duty employment after a leave of absence of forty-five days or more.
- 8) Conducts testing following an on-the-job injury requiring treatment from a physician or following a serious or potentially serious accident or incident, including near misses, in which: safety precautions were violated; unsafe instructions or orders were given; vehicle/equipment/property was damaged, or unusually careless acts were performed. All persons involved and within the immediate vicinity of the incident will be given the breathalyzer test for alcohol and may also have their urine and/or blood tested. If it is impossible or impractical, because of the physical condition of the individual(s) involved in the accident, to give a urine and/or blood sample, and if in subsequent medical treatment of the person(s) blood will be drawn, then blood will be analyzed for drugs, alcohol and other prohibited substances.
- 9) Provide 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. Copies of certifications should be submitted with bid response.

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- 10) Conduct annual training for designated County employees on the Drug-Free Workplace Act.
- 11) The service provider will ensure proper and documented chain of custody during and after sample collection and testing.
- 12) **RANDOM UNANNOUNCED DRUG AND ALCOHOL TESTING** – The County will require approximately 25% random drug and alcohol testing for employees who are licensed by the Texas Commission on Law Enforcement (TCOLE) and/or every employee working in a job classified as a safety-sensitive position to be performed on a semiannual and/or an as-needed basis. Safety-sensitive positions are located in various areas of the Sheriff's Office.
- 13) The 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 utilize. The contractor must also include a plan for performing random testing at multiple locations simultaneously.
- 14) Positive results must be hand-delivered in a sealed confidential envelope to The Law Enforcement Center, 711 El Cibolo Road, Edinburg, TX 78542 **ATTN: Sgt. Fred Perez**, Hidalgo County Sheriff's Office Public Integrity Unit. Negative results will be mailed or hand-delivered in a sealed confidential envelope to same address.
- 15) Test results will not be divulged in any form to anyone other than to those designated authorized Sheriff's Office representatives.
- 16) 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 Sheriff's Office representative.
- 17) Alcohol screening tests that conclude in a positive result may be confirmed with a second screening 15 to 30 minutes from the time of the first positive test.
- 18) The contractor must possess the capability for the collection of urine/blood samples & perform breathalyzer test as needed and conduct tests in response to critical time frames for post-accident and reasonable suspicion testing situations.
- 19) **QUALIFICATIONS OF THE CONTRACTOR** – Must remain current on testing and medical standards for all services to be performed as a result of this contract.
- 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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- 21) **BID PRICE** must include:
- a) A **per hour fee** where hours must be certified by assigned County Sheriff's Office representative at the time services are rendered;
  - b) Individual test charges (fees) for Panel 10, and test charge (fee) for the **Propoxyphene & Ecstasy MDMA**. Bid price must indicate fees for urine, hair and blood test for all of the above tests and;
  - c) Bid price will also include price per session including all materials for **Reasonable Suspicion Training, Drug-Free Workplace Act** and any other **Drug testing related requested training**.
- 22) **BID AWARD** Hidalgo County reserves the right to A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
- a) **CONTRACT TERM** The term of the contract will be for a two (2) year period. The County reserves the option to extend the contract for two (2) additional one (1) year terms under an agreement with the same terms and conditions. No bid price increase, otherwise same price for an extension to remain firm.
  - b) 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 the unforeseen delay in award of new bid for next contract term.
  - c) The contract shall remain in effect until the contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.
- 23) Hidalgo County reserves the right to award the bid to **MULTIPLE** bidders if the County determines it is in its the best interest to do so.
- 24) Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to the bid specifications.
- 25) The vendor must provide and maintain proof of Automobile, General and Workers Compensation Insurances (Refer to Exhibit "C", Insurance Requirements).
- 26) Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.
- 27) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
- 28) Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

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- 29) Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of the product, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
- 30) **REFERENCES** Submit a minimum of five (5) 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.
- 31) **TESTING SITE** Contracted vendor should be able to conduct on-site and/or off-site testing as requested by the Hidalgo County Sheriff's Office. The contractor must provide appropriate private local facility to conduct testing, including a locked, secured box, etc. for private articles where applicable.

**SPECIAL INSTRUCTIONS TO BIDDERS:**

***RIGHT TO AUDIT:***

Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Hidalgo County Sheriff's Office 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 the 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 workspace, 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, the actual cost of the County's audit shall be paid by Contractor. 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.

The bidder(s) awarded the contract cannot engage the services of a subcontractor without the 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.

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**ADDITIONAL INFORMATION:**

- 1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
- 2) Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Matilde Faz, 2812 South Business Hwy. 281, Edinburg, TX 78539.
- 3) **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
- 4) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA e-mail to [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us) by no later than **Monday, Month 00, 2018 @ 5:00 p.m.**, Responses to said inquiries will be sent to all applicants via email no later than **5:00 p.m., Wednesday, Month 00, 2018.**