

E-17-306-11-28

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

November 06, 2017

Lab Services, Inc.
Attn. Mr. Richard Gaytan
2031 E. Griffin Parkway
Mission, Texas 78572

via email: labservicesinc@yahoo.com

Term: January 11, 2018 thru January 10, 2019

Re: HB Form 1295 Required/Renewal/Extension Notice
Contract/Renewal# C-16-024-01-05-Hidalgo County – "Drug & Alcohol Testing for H.C. Employees"

Dear Mr. Gaytan,

Be advised, that in order to proceed with the County's option to extend/renew its first of the two (2) One (1) year renewal term, under the same rates, terms and conditions as provided in the current contract with **Lab Services, Inc** for the referenced project, the County is required, as of January 1, 2016, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Reference No. E-17-306**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by Commissioners Court on November 21, 2017, the signed notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed by no later than Thursday, November 09, 2017 or sooner if possible. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your "Updated Certificate of Insurance" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: yolanda.velasquez@co.hidalgo.tx.us by no later than date reflected above.

By:

Date:

11-08-17

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv
Enclosures



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
03/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SANDRA ZAMORA INS. AGENCY 2013 N CONWAY MISSION, TX 78572		CONTACT NAME: SANDRA ZAMORA PHONE (A/C No. Ext.): (956)585-1984 FAX (A/C No.): (956)585-8984 E-MAIL: ADDRESS:	
INSURED LAB SERVICES, INC. 2031 E GRIFFIN PKWY MISSION, TX 78572		INSURER(S) AFFORDING COVERAGE INSURER A: EVANSTON INSURANCE CO NAIC # 11578 INSURER B: PROGRESSIVE INSURER C: INSURER D: TEXAS MUTUAL WORKERS COMP. INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR		4157278	03/09/18	03/09/19	MED EXP (Any one person) \$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:	X X				PERSONAL & ADV INJURY \$ EXCLUDED
	☒ POLICY ☐ PROJECT ☐ LOC					GENERAL AGGREGATE \$ 3,000,000
B	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ INCLUDED
	ANY AUTO					PROFESSIONAL \$ 3,000,000
	ALL OWNED AUTOS		06609738-0	03/09/18	03/09/19	COMBINED SINGLE LIMIT (Per accident) \$ 500,000
	☒ SCHEDULED AUTOS NON-OWNED AUTOS	X X				BODILY INJURY (Per person) \$
	HIRED AUTOS					BODILY INJURY (Per accident) \$
	UMBRELLA LIAB					PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB					EACH OCCURRENCE \$
	DED					AGGREGATE \$
	RETENTION \$					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STAT. TORT LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM)		004088442	03/09/18	03/09/19	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	X X				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INSURED: HIDALGO COUNTY PURCHASING DEPT.

CERTIFICATE HOLDER HIDALGO COUNTY PURCHASING DEPARTMENT 2808 S BUS HWY 281, ADMIN BLDG EDINBURG, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sandra Zamora</i>
---	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LAB SERVICES INC
MISSION, TX United States

Certificate Number:
2017-281253

Date Filed:
11/08/2017

Date Acknowledged:
11/09/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY PURCHASING DEPARTMENT - TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-17-306
Drug & Alcohol Testing for H.C. Employees Renewal #C-16-024-01-05

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	LAB SERVICES INC	MISSION, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LAB SERVICES INC
MISSION, TX United States

Certificate Number:
2017-281253

Date Filed:
11/08/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY PURCHASING DEPARTMENT - TEXAS

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-17-306
Drug & Alcohol Testing for H.C. Employees Renewal #C-16-024-01-05

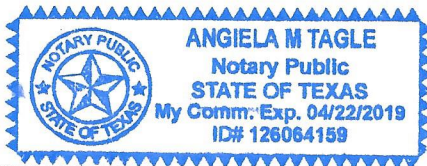
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	LAB SERVICES INC	MISSION, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Ricardo Gaytan Jr
Signature of authorized agent of contracting business entity

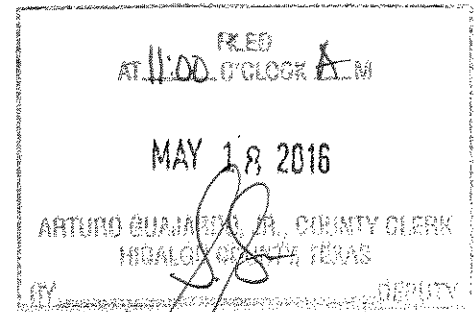
Sworn to and subscribed before me, by the said Ricardo Gaytan Jr, this the 08 day of Nov., 2017, to certify which, witness my hand and seal of office.

Angiela M Tagle
Signature of officer administering oath

Angiela M Tagle
Printed name of officer administering oath

Notary
Title of officer administering oath

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



FIRST AMENDMENT TO SERVICE CONTRACT
#C-16-024-01-05

This **AMENDMENT** to **CONTRACT** is made this the 10th day of May, 2016 by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **LAB SERVICES INC.**, (the "COMPANY").

WHEREAS, COUNTY and COMPANY entered into a Contract on January 05, 2016 (the "CONTRACT" in which COMPANY agreed to provide services for the purpose of "Drug & Alcohol Testing for Hidalgo County Employees" (on an as needed basis) for COUNTY;

WHEREAS, the COUNTY and COMPANY, due to certain circumstance, require further clarification of the services to be provided by COMPANY and hereby requires the amendment of the CONTRACT; and

WHEREAS, the parties have agreed to amend the CONTRACT as hereinafter provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in compliance with the County of Hidalgo Drug and Alcohol Policy, COUNTY and COMPANY hereby agree to the following amendment to the Contract:

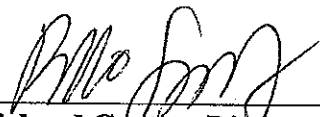
1. Exhibit "B"- Vendor's Bid & Itemized Tabulation; DRUG AND ALCOHOL TESTING SERVICES shall be substituted and replaced as follows below:

SPECIFIC TEST	COST PER TEST		
	PANEL 5	DOT	NON-DOT
Drug Testing Services (Urine)		\$22.00	\$22.00

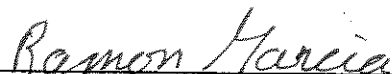
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and COMPANY and COUNTY ratify and confirm the terms and provisions of the Contract as amended.

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

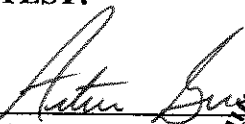
LAB SERVICES INC.,

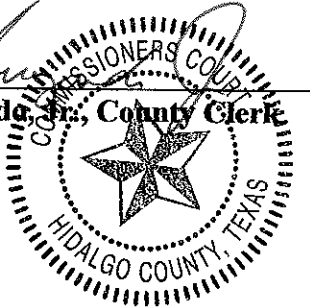
By:  05-13-16
Richard Gaytan, Director

HIDALGO COUNTY, TEXAS

By: 
Ramon Garcia, Hidalgo County Judge

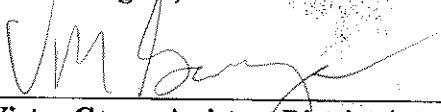
ATTEST:

By: 
Arturo Guajardo, Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 5/10/16 

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: 
Victor Garza, Assistant District Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LAB SERVICES INC
MISSION, TX United States

Certificate Number:
2016-48559

Date Filed:
05/02/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Purchasing Dept-Texas

Date Acknowledged:
05/03/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.

C-16-024-01-05 First Amendment
Drug & Alcohol for HC Employees

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	LAB SERVICES INC	MISSION, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath



Yoli

- A. AI-54436 Self-Insured (2202)
Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of April 16-30, 2016 in the amount of \$47,595.54 and requesting approval of wire transfer.
- B. AI-54151 1. Approval of reimbursement in the amount of \$889,403.09 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 04/09/16 to 04/22/16.

04/09-15/16	\$411,197.61
04/16-22/16	\$478,205.48
TOTAL	\$889,403.09

2. Approval of wire transfer to cover claims paid.

10.

Purchasing Dept:

Notes:

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

- A. AI-54539 Pct. #4 - Project Invoices:
1. Request for payment of Invoice 11325593 for \$15,371.60 submitted by L & G Consulting Engineers Inc. for the Overpass at SH 107 Schunior (PO#735290).
 2. Request for payment of Invoice 11325638 for \$3,550.00 submitted by L & G Consulting Engineers Inc. for the 10th Street Extension Project WA#2 (PO#700265).
 3. Request for payment of Invoice 11325596 for \$107,787.00 submitted by L & G Consulting Engineers Inc. for the FM 2220 (Ware Road) Project WA#2-Limits: Mile 3 to Mile 5 (PO#736559).
 4. Request for payment of Invoice 11325636 for \$37,456.00 submitted by L & G Consulting Engineers Inc. for the Mile 5 Project WA#1 From: Taylor Rd to FM 2220 (PO#740893).
 5. Request for payment of Invoice 11325610 for \$37,310.00 submitted by L & G Consulting Engineers Inc. for the FM 1925 WA#1 1,000 Ft. W of FM 2220 to 10th (PO#7397601).

AA. AI-54442 Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County- "SS-1 Emulsified Asphalt and Delivery Services" - RFB No.: 2016-169-00-00-SGS including the re-advertising of project in the event no bids received and/or are rejected and project is still required.

✓ BB. AI-54427 Approval of "First Amendment" to Service Contract C-16-024-01-05 between Hidalgo County and Lab Services, Inc. for "Drug & Alcohol Testing for H. C. Employees" to reflect clarification of the uniform testing services to be provided.

CC. AI-54422 Requesting authority to advertise (including the authority to re-advertise the project in the event that not bids are received and/or are rejected and project is still required) and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for "Structure Valuation and Insurance Appraisal for Hidalgo County Owned Real Estate Properties/Buildings" (i.e. replacement costs).

DD. AI-54396 Requesting authority to enter into several Ricoh Copier Leases Agreements through our membership/participation with (DIR) Department of Information Resources awarded vendor, RICOH USA / GE RICOH USA Contract DIR-SO-3041 through the following elected offices with requisition numbers:

1. JP1, PL 2, #297019 - \$ 65.61/month;
2. JP1, PL 2, #293819 - \$267.80/month;
3. JP1, PL 2, #296098 - \$ 65.61/month
4. JP2, PL 2, #293995 - \$267.80/month;
5. JP3, PL 1, #296854 - \$118.03/month;
6. JP4, PL 1, #293996 - \$267.80/month;

subject to compliance with HB23 & HB1295 when and if applicable.

Mrs. Fong stated that for this item there was only a clarification on the agenda caption, for two requisitions #297019 & 296098. The monthly amount is \$63.58 **NOT** \$65.61

Mrs. Salazar added that RICHU submitted another quote which will lower the \$63.58 for both requisitions but it will not exceed. Therefore, she requested to be approve subject to that.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 -Unanimously

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-16-024-01-05**



THIS CONTRACT is made and entered into this 05th day of January, 2016 by and between the **County of Hidalgo**, Texas ("County"), and **Lab Services, INC** (Company").

WHEREAS, Company responded to request for bids for **"Drug and Alcohol Testing Services" (on an as needed basis)** (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. County 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 the Hidalgo County or his 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 **January 11 , 2016 (on an as needed basis)** and ending **January 10 , 2018** and may be extended at the sole discretion of County for an additional two (2)-one (1) year terms, 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: **The County of Hidalgo**

**Attn: County Judge
100 E. Cano St. 2nd Floor
Edinburg, Texas 78539**

If to Company **Lab Services, INC
Attn: Ricardo Gaytan Jr.
2031 E. Griffin Parkway
Mission, Texas 78572**

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 _____, 2016.

COUNTY OF HIDALGO

ATTEST:

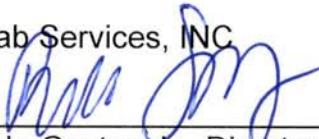

Arturo Guajardo, County Clerk



By: 
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 1/5/16 

COMPANY:

By: Lab Services, INC

Ricardo Gaytan Jr., Director

Approved by Commissioners Court on: **January 05, 2016**

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez L.L.P.

By: 
Stephen L. Crain, Attorney

**EXHIBIT “A”
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET**



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 23, 2015

Re: Addendum No. 1

RFB No: 2016-024-01-04-YZV

Hidalgo County – "Drug & Alcohol Testing for H. C. Employees"

Dear Bidder:

Attached you will find **ADDENDUM NO. 1**, in connection with "**HIDALGO COUNTY**" Request for Bids (RFB) for "Drug & Alcohol Testing for H. C. Employees"

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: yolanda.velasquez@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626 x-4881.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **Hidalgo County – "Drug & Alcohol Testing for H. C. Employees"**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

Print Name

MLS/yzv
Enclosures

ADDENDUM NO. 1
DECEMBER 23, 2015

RFB No. 2016-024-01-04-YZV
Hidalgo County

“Drug & Alcohol Testing for H. C. Employees”

PLEASE NOTE THE FOLLOWING CHANGES:

1. REPLACE EXHIBIT “A” with attached **REVISED EXHIBIT “A”** (Specifications)-consisting of four (4) pages.
2. REPLACE EXHIBIT “B” with attached **REVISED EXHIBIT “B”** (Bid Page)-consisting of two (2) pages.

Please add this Addendum No 1 to your Request for Bids packet (RFB) so as to permit your company to submit a complete packet.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, December 23, 2015 ***RFB NO.:2016-024-01-04-YZV- Hidalgo County -“Drug & Alcohol Testing for H. C. Employees”***

Printed Name

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR RFP PACKET.

REVISED -EXHIBIT "A"

HIDALGO COUNTY

"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"

(All Funding Sources, Programs and Entities)

BID NO. 2016-024-01-04-YZV

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

GENERAL

1. HIDALGO COUNTY is seeking bids from qualified firms for the purpose of performing drug and alcohol testing services including but not limited to, collecting and analyzing urine specimens for random and new hire drug and alcohol testing for Hidalgo County employees "ON AN AS NEEDED BASIS."
2. The Hidalgo County Drainage District No. One Board of Directors may, at their option, utilize the professional services Provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. One. Should the Board of Directors of Hidalgo County Drainage District No. One decide the firm(s) selected as the one(s) selected by Hidalgo County, the Provider(s) shall offer Hidalgo County Drainage District No. One the same terms and provisions as it/they offer(s) Hidalgo County under the service agreement(s).
3. The Head Start Program –Head Start Policy Council may, at their option, utilize the professional services Provider(s) selected by Hidalgo County for Hidalgo County Head Start Program. Should the Head Start Program -Policy Council Members decide the firm(s) selected as the ones(s) selected by Hidalgo County, the Provider(s) shall offer Head Start Program the same terms and provisions as it/they offer(s) Hidalgo County under the service agreement(s).
4. The services shall be mandated by the Omnibus Transportation Testing Act of 1991, the United States Department of Transportation (USDOT), the Drug Free Workplace Act on alcohol and drug misuses and shall be in accordance with any applicable Federal, State and/or Local Laws.
5. The Vendor will administer all aspects of the drug and alcohol testing process to meet all applicable requirements to the County of Hidalgo Drug and Alcohol Policy.

SCOPE OF SERVICES:

1. Vendor shall notify Hidalgo County of any changes in Federal requirements with respect to the regulations of Services provided herein.
2. Vendor shall have multiple centralized location(s) within Hidalgo County to conduct Random Drug Testing at site(s), as requested by Hidalgo County.
3. Vendor maybe required to perform services, including, pre-employment Alcohol & Drug Testing at H.C. Human Resource Facility located in, Edinburg, Texas and/or various locations throughout Hidalgo County.
4. Vendor shall perform collection of; but may not necessarily limited to, urine and breath samples by certified staff, in accordance with NIDA standards and US DOT and/or County policy.
5. Vendor shall have the ability to conduct Services in accordance to the County of Hidalgo Drug and Alcohol Policy including but not limited to:
 - a. Post offer, pre-employment screening to all new employees safety-sensitive positions only;
 - b. Post employment transfer, promotion and/or reassignment to safety sensitive position;
 - c. Reasonable Suspicion;
 - d. Employee found in possession of drugs and/or alcohol;

- e. Employee returning to work after a leave of absence of 45 days or more- safety-sensitive positions only;
 - f. Post accident and/or critical near miss;
 - g. Random Testing for safety-sensitive positions should already include CDL drivers.
6. Vendor shall provide this 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) as may be required by US DOT.
 7. The service provider will assure security and validity of urine collections maintenance of a proper and documented chain of custody for the specimens and accurate records thereof in compliance with 49 CR Part 40 for US DOT required specimens.
 8. Establish and maintain clear, well-documented accessing, quality control and confidentiality procedures.
 9. The initial screen test must be conducted using an evidential breath testing device (EBT) or a non-evidential alcohol screen device (ASD) using breath. The confirmatory test can only be conducted using an EBT.
 10. **RANDOM DRUG AND ALCOHOL TESTING** – The County will require approximately 50% random drug and alcohol testing for employees who are required to possess a CDL to perform their job duty and/or every employee working in a job classified as a safety-sensitive position to be performed on a monthly and/or quarterly basis and shall meet US DOT regulations. Safety sensitive positions are located in various departments countywide. Vendor shall provide a description of the work plan and the methods to be used that will demonstrate what the vendor intends to do, the timeframes necessary to accomplish the work and how the work will be accomplished. The vendor shall specify the test procedures that will be utilized. **The vendor shall also include a plan for performing random testing at vendor's location; however, Hidalgo County reserves the right to request random testing at and/or multiple locations simultaneously.**

Before notification of a positive test result (other than alcohol), on **any/all employees** regardless of job description and duties, the readings shall be referred to a Medical Review Officer (MRO) for review to concur with the test results, as to eliminate any doubt or possibility that the readings were a result of medication obtained within policy parameters.

11. Vendor shall provide Reasonable Suspicion training certification to designated County employees and shall provide complete description of the training and consultation services offered on an as needed basis.
12. **Awarded Vendor shall hand deliver positive result to Hidalgo County Human Resources Department at 208 W. Cano Street, or Hidalgo County Administration Building, 2802 S. Business Highway 281, Edinburg, Texas, Attn: Caryn Cruz.**
13. **Negative results may be emailed to, Hidalgo County Human Resources Department to, caryn.cruz@co.hidalgo.tx.us, thereafter, negative results will be hand delivered to the Hidalgo County Human Resources Department at 208 W Cano Street, or the Hidalgo County Administration Building, 2802 S. Business Highway 281, Edinburg, Texas** after review by MRO as soon as test becomes available.
14. Test results other than "stat" shall be performed and results returned after review by MRO as they become available. Results will not be divulged in any form to anyone other than to those designated authorized County representatives. At all times HIPPA requirements will be fully complied with.

15. Statistical reports of test results may be requested from the vendor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated County representative.
16. Effective October 01, 2010, the County of Hidalgo, Texas Commissioners adopted the United States Department of Transportation Standards for;
 - Alcohol and detectable level,
 - Type of Drug (substance) and detectable levels.
17. Vendor shall possess capability for collection of urine samples and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations 24 hours a day, 7 days a week. Pre-employment and Random Testing will require the capability of testing as needed by the Human Resources Department.
18. Vendor shall be able to respond after hours and weekends.
19. **QUALIFICATIONS OF THE VENDOR** – Shall remain current on testing and medical standards for all services to be performed as a result of this contract. Vendor shall provide the County Purchasing Department with all licenses and certificates (if applicable) when they are renewed.
20. Vendor shall provide all chain of custody forms, supplies, and equipment necessary to collect analyze and store urine specimens for both US DOT and NON DOT collections.
21. Drug testing according to Federal Guidelines. Bid shall include an individual and a total test fee(s). Bid shall indicate fee(s) for urine and breath tests as requested on Bid Page (Exhibit "B").
22. **TESTING SITE**– Vendor shall be available on an as needed basis to provide services in *EASTERN* (Precinct No. 1) *CENTRAL* (Precinct No. 2 or 4) and *WESTERN* (Precinct No. 3) Hidalgo County including a locked, secured box, etc. for private articles where applicable.

TERMS AND CONDITIONS

1. **CONTRACT TERM** – This Contract shall be for a period of two (2) years, and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this Contract for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of a new Contract award or any extension thereof and under the same terms and conditions as set forth herein.
2. **REFERENCES** - Submit a minimum of five (5) references that include, company names, addresses, contract persons and telephone numbers for the contact persons, who can verify your performance as a vendor with Government Entities in the State of Texas. The County reserves the right to contact references other than, and/or in addition to, those furnished by the vendor.
3. Vendor must have been in business within the past five (5) years.
4. Hidalgo County will seek purchases/services from State awarded vendors whenever it is, its best interest to do so.
5. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
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 cancellations.
7. Hidalgo County reserves the right to award the bid to ONE OR MULTIPLE bidders if the County determines it is in its best interest to do so.
 8. **INSURANCE REQUIREMENTS** for this project to be maintained through out the contract term (Refer to limits in Exhibit "C").
 9. 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.
 10. **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.
 11. All applicable forms in this packet shall be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Hidalgo County Purchasing Department. 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, 2812 S. Business Highway 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 OR VIA E-MAIL TO yolanda.velasquez@co.hidalgo.tx.us by NO LATER THAN, **Monday, December 28, 2015 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **Wednesday, December 30, 2015 by 5:00 P.M.**

REVISED-EXHIBIT "B"

Bid Form-RFB 2016-024-01-04-YZV

HIDALGO COUNTY

"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"

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

DRUG AND ALCOHOL TESTING SERVICES:

SPECIFIC TEST		COST PER TEST		RESPONSE - TIME (DAYS/HOURS)	
		DOT	NON-DOT	NEGATIVE	POSITIVE
Drug Testing Services	PANEL 5	\$	\$		
Alcohol Testing Services	Initial Test	\$	\$		
	Post Accident	\$	\$		
	Confirmation Test	\$	\$		

TRAINING SERVICES FEE:

TECHNICAL ASSISTANCE	HOURLY FEES
Employee Training	\$
Reasonable Suspicion Training	\$

PROFESSIONAL ASSISTANCE SERVICES:

	DOT	NON-DOT
<u>Medical Review Officer (MRO)</u>	\$	\$

LOCATIONS:

Include with your bid submittal a list of all locations in Hidalgo County with address, city , telephone number and facility hours.

REVISED-EXHIBIT "B"

Bid Form-RFB 2016-024-01-04-YZV

HIDALGO COUNTY

"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"

BIDDER /COMPANY'S NAME: _____
ADDRESS: _____
CITY/STATE/ZIP CODE: _____
PHONE NUMBER/: _____
CELLULAR NUMBER: _____
FAX NUMBER: _____
AUTHORIZED SIGNATURE: _____
EMAIL ADDRESS: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

ACKNOWLEDGMENT FORM

(THIS PAGE MUST BE SUBMITTED WITH BID)



PURCHASING DEPARTMENT
County Of Hidalgo

December 21, 2015

RE: Hidalgo County-Request for Bids – **"Drug and Alcohol Testing for Hidalgo County Employees"**
RFB Nº 2016-024-01-04-YZV

Dear Sir/Madam:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/yzv

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB) -CHECKLIST
HIDALGO COUNTY**

**"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"
Bid No: 2016-024-01-04-YZV**

1. Request For Bid Letter.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 5 pages.
4. Attachment A-1 consisting of 9 pages.
5. Exhibit "B" Bid Page consisting of 2 page.
6. Exhibit "C" Insurance Requirements consisting of 4 pages.
7. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page, Original must be filed by bidder at the Hidalgo County Clerk's Office.
8. Vendor/Bidder Application and W-9 form consisting of 6 pages.
9. Certification Regarding Debarment consisting of 1 page.
10. Draft Service Contract consisting of 14 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you


Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

December 21, 2015
Date

Bid No: 2016-024-01-04

Buyer: Yolanda Z. Velasquez

Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY (ALL FUNDING SOURCES) "DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"

BID OPENING DATE

JANUARY 04, 2016

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626



Form HCPD-03

LEGAL NOTICE

BID NO: 2016-024-01-04-YZV

1. Sealed bids will be received for **"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2016-024-01-04-YZV-"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., MONDAY, JANUARY 04, 2016. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2016-024-01-04-YZV-RFB - "DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. 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."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County –Safety Division
Rosie Luna, Administrative Assistant
9805 North 10th
McAllen, Texas 78504
(956)292-7030

17. Schedule of Events

Bid Opening, 9:30 AM

JANUARY 04, 2016

Award of Contract

_____, 2016

Commence Work or Deliver Products

_____, 2016

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code

Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- 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 the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer 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 advice, 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 therefore pending before any department or agency of the County.
- 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 the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local

Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.html . If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. 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 day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate

any contract immediately in the event a successful bidder fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the specifications.

- 27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
- 28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
- 29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
- 30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"
BID NO.: 2016-024-01-04-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY
"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"
(All Funding Sources, Programs and Entities)
BID NO. 2016-024-01-04-YZV

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

GENERAL

1. HIDALGO COUNTY is seeking bids from qualified firms for the purpose of performing drug and alcohol testing services including but not limited to, collecting and analyzing urine specimens for random and new hire drug and alcohol testing for Hidalgo County employees "ON AN AS NEEDED BASIS."
2. The Hidalgo County Drainage District No. One Board of Directors may, at their option, utilize the professional services Provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. One. Should the Board of Directors of Hidalgo County Drainage District No. One decide the firm(s) selected as the one(s) selected by Hidalgo County, the Provider(s) shall offer Hidalgo County Drainage District No. One the same terms and provisions as it/they offer(s) Hidalgo County under the service agreement(s).
3. The services shall be mandated by the Omnibus Transportation Testing Act of 1991, the United States Department of Transportation (USDOT), the Drug Free Workplace Act on alcohol and drug misuses and shall be in accordance with any applicable Federal, State and/or Local Laws.
4. The Vendor will administer all aspects of the drug and alcohol testing process to meet all applicable requirements to the County of Hidalgo Drug and Alcohol Policy.

SCOPE OF SERVICES:

1. Vendor shall notify Hidalgo County of any changes in Federal requirements with respect to the regulations of Services provided herein.
2. Vendor **must** have a centralized location to conduct Random Drug Testing at site.
3. Vendor will perform all pre-employment Alcohol & Drug Testing at H.C. Human Resource Facility located in, Edinburg, Texas and/or various locations throughout Hidalgo County.
4. Vendor shall perform collection of; but may not necessarily limited to, urine and breath samples by certified staff, in accordance with NIDA standards and US DOT and/or County policy.
5. Vendor shall have the ability to conduct Services in accordance to the County of Hidalgo Drug and Alcohol Policy including but not limited to:
 - a. Post offer, pre-employment screening to all new employees safety-sensitive positions only;
 - b. Post employment transfer, promotion and/or reassignment to safety sensitive position;
 - c. Reasonable Suspicion;
 - d. Employee found in possession of drugs and/or alcohol;
 - e. Employee returning to work after a leave of absence of 45 days or more- safety-sensitive positions only;
 - f. Post accident and/or critical near miss;
 - g. Random Testing for safety-sensitive positions should already include CDL drivers.
6. Vendor shall provide this 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) as may be required by US DOT.

7. The service provider will assure security and validity of urine collections maintenance of a proper and documented chain of custody for the specimens and accurate records thereof in compliance with 49 CR Part 40 for US DOT required specimens.
8. Establish and maintain clear, well-documented accessing, quality control and confidentiality procedures.
9. The initial screen test must be conducted using an evidential breath testing device (EBT) or a non-evidential alcohol screen device (ASD) using breath. The confirmatory test can only be conducted using an EBT.
10. **RANDOM DRUG AND ALCOHOL TESTING** – The County will require approximately 50% random drug and alcohol testing for employees who are required to possess a CDL to perform their job duty and/or every employee working in a job classified as a safety-sensitive position to be performed on a monthly and/or quarterly basis and shall meet US DOT regulations. Safety sensitive positions are located in various departments countywide. Vendor shall provide a description of the work plan and the methods to be used that will demonstrate what the vendor intends to do, the timeframes necessary to accomplish the work and how the work will be accomplished. The vendor shall specify the test procedures that will be utilized. The vendor shall also include a plan for performing random testing at the Hidalgo County Human Resources Department and/or multiple locations simultaneously.

Before notification of a positive test result (other than alcohol), on **any/all employees** regardless of job description and duties, the readings shall be referred to a Medical Review Officer (MRO) for review to concur with the test results, as to eliminate any doubt or possibility that the readings were a result of medication obtained within policy parameters.

11. Vendor shall provide Reasonable Suspicion training certification to designated County employees and shall provide complete description of the training and consultation services offered on an as needed basis.
12. Vendor shall hand deliver positive result to Hidalgo County Human Resources Department. Negative results will be hand delivered to the **Hidalgo County Human Resources Department at 208 W Cano Street, Edinburg, Texas** after review by MRO as soon as test becomes available.
13. Test results other than “stat” shall be performed and results returned after review by MRO as they become available. Results will not be divulged in any form to anyone other than to those designated authorized County representatives. At all times HIPPA requirements will be fully complied with.
14. Statistical reports of test results may be requested from the vendor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated County representative.
15. Effective October 01, 2010, the County of Hidalgo, Texas Commissioners adopted the United States Department of Transportation Standards for;
 - Alcohol and detectable level,
 - Type of Drug (substance) and detectable levels.
16. Vendor shall possess capability for collection of urine samples and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations 24 hours a day, 7 days a week. Pre-employment and Random Testing will require the capability of testing as needed by the Human Resources Department.

17. Vendor shall be able to respond after hours and weekends.
18. **QUALIFICATIONS OF THE VENDOR** – Shall remain current on testing and medical standards for all services to be performed as a result of this contract. Vendor shall provide the County Purchasing Department with all licenses and certificates (if applicable) when they are renewed.
19. Vendor shall provide all chain of custody forms, supplies, and equipment necessary to collect analyze and store urine specimens for both US DOT and NON DOT collections.
20. Drug testing according to Federal Guidelines. Bid shall include an individual and a total test fee(s). Bid shall indicate fee(s) for urine and breath tests as requested on Bid Page (Exhibit "B").
21. **TESTING SITE**– Vendor shall be available on an as needed basis to provide services in *EASTERN* (Precinct No. 1) *CENTRAL* (Precinct No. 2 or 4) and *WESTERN* (Precinct No. 3) Hidalgo County including a locked, secured box, etc. for private articles where applicable.

TERMS AND CONDITIONS

1. **CONTRACT TERM** – This Contract shall be for a period of two (2) years, and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this Contract for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of a new Contract award or any extension thereof and under the same terms and conditions as set forth herein.
2. **REFERENCES** - Submit a minimum of five (5) references that include, company names, addresses, contract persons and telephone numbers for the contact persons, who can verify your performance as a vendor with Government Entities in the State of Texas. The County reserves the right to contact references other than, and/or in addition to, those furnished by the vendor.
3. Vendor must have been in business within the past five (5) years.
4. Hidalgo County will seek purchases/services from State awarded vendors whenever it is, its best interest to do so.
5. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
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 cancellations.
7. Hidalgo County reserves the right to award the bid to ONE OR MULTIPLE bidders if the County determines it is in its best interest to do so.
8. **INSURANCE REQUIREMENTS** for this project to be maintained though out the contract term (Refer to limits in Exhibit "C").
9. 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.

10. **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.
11. All applicable forms in this packet shall be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Hidalgo County Purchasing Department. 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, 2812 S. Business Highway 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 OR VIA E-MAIL TO. yolanda.velasquez@co.hidalgo.tx.us by NO LATER THAN, **Monday, December 28, 2015 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **Wednesday, December 30, 2015 by 5:00 P.M.**

The County of Hidalgo Drug and Alcohol Policy

1. Policy Statement

The County of Hidalgo (the "COUNTY") recognizes that alcohol and drug abuse in the workplace has become a major concern. To help ensure a safe, healthy and productive drug-free work environment for all employees (collectively "Employees") of the COUNTY and others on the property of the COUNTY, to protect COUNTY property and assets, maintain a favorable public image and to assure efficient operations, the COUNTY has adopted a policy on drugs, alcohol and other prohibited items applicable to all Employees. This policy is intended to comply with the Drug Free Workplace Act of 1988, the Texas Workers Compensation Act and all applicable regulations issued by the Department of Transportation ("DOT").

It is the policy of the COUNTY to maintain its property and to provide a drug-free working environment that is both safe for Employees and others having business with the COUNTY or on COUNTY property and conducive to efficient and productive work standards. This policy restricts certain items and substances from being brought on or being present in or on COUNTY property, including all COUNTY owned and operated buildings, parking areas, easements and rights of way, vehicles, equipment, parks and recreational areas, capital projects, construction sites, job sites and any areas which fall under the jurisdiction and control of the COUNTY. This policy prohibits Employees from reporting to work, working or being present on COUNTY property, whether or not on duty, from having detectable levels or identifiable trace quantities of certain drugs and other substances. However, this policy is not intended to prohibit or restrict the legal and responsible use of alcohol in County recreation areas by County Employees while off duty.

2. Statement of the Drug and Alcohol Policy

The use, possession, sale, manufacture, distribution, transfer, dispensation, concealment, receipt, transportation, or being under the influence of any prohibited items or substances (including the presence of detectable levels or identifiable trace quantities), as defined in Section 3, on COUNTY property or while on COUNTY business, by Employees, is prohibited. Employees must not report for duty or be on COUNTY property while under the influence of, or have in their possession while on COUNTY property, any prohibited item or substance.

3. Definitions

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol (ethanol) or any other low molecular weight alcohol including methyl and isopropyl alcohol.

CDL means Commercial Driver License holders. The COUNTY requires certain Employees to maintain a CDL. The DOT regulations (49 CFR Parts 40 and 382) require the COUNTY to have a special, mandatory controlled substance and alcohol testing policy for these Employees. All applicable drug and testing procedures shall meet DOT regulations. A copy of the DOT regulations shall be available for inspection and copying in the Personnel Office.

Commission means the Hidalgo County, Texas Civil Service Commission established pursuant to the Texas Local Government Code.

Controlled Substance means illegal drugs plus any other substance covered by Schedules I through V of the Federal Controlled Substances Act (21 USC 801, et seq.) or the Texas Controlled Substances Act (Chap. 481, Texas Health and Safety Code). A controlled substance is unauthorized if the Employee does not have a valid prescription for that substance at the time of its use or possession.

Conviction means a final, non-appealable finding of guilt by either a judge or jury, or a suspension of sentence, probation or deferred adjudication, including a plea of *no lo contendere*.

County means Hidalgo County, Texas, as organized and existing under the constitution and laws of the State of Texas.

Department means a county, district, or precinct office, agency, or board that has jurisdiction and control of designated governmental functions.

Department Head means an individual appointed as a supervisor or a department by one of the following: Commissioner's Court, County Judge, a designated representative of the Commissioner's Court, or an Elected Official.

Detectable means the measurable presence of an illegal or prohibited drug or substance found in body fluids at an mg/ml level of detection specified by the County's contract with a National Institute of Drug Abuse ("NIDA") certified testing laboratory; such levels will meet the DOT requirements.

Elected Official means an individual elected to a position created by the constitution or by statute. The term of an Elected Official is limited by the constitution.

Employee means any person employed by the County, including Elected Officials, full-time, part-time, temporary, probationary and contract employees.

Safety-sensitive Position means a position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm, perform life threatening procedures, or

work with controlled substances; a position in which drug impairment constitutes an immediate and direct threat to the Employee's health or safety; a position which has access to a juvenile facility; a position in which the Employee is responsible for the well-being of a minor; or a position in which a momentary lapse in attention could result in injury or death to another person.

Under the influence means being unable to perform work in a safe and productive manner, being in a physical or mental condition which creates a risk to the safety and well-being of the individual, other employees, the public or COUNTY property, and/or having a measurable presence of an illegal or prohibited drug or substance found in body fluids at an mg/ml level of detection specified by the COUNTY's contract with a NIDA certified lab.

4. Prohibited Items and Prohibited Conduct

A. The use, possession, sale, manufacture, distribution, dispensation, concealment, receipt, transportation, or being under the influence of any of the following items or substances on COUNTY property (including the presence of detectable levels or identifiable trace quantities), by Employees, is prohibited:

- i. Illegal drugs; controlled substances; marijuana; mood or mind altering substances, legal or illegal; "look-alike" substances; designer, counterfeit or synthetic drugs; inhalants; and any other drugs or substances which will in any way affect safety, workability, alertness, coordination, judgment, response or affect the safety of others on the job.
- ii. Alcoholic beverages. Consuming alcoholic beverages while driving or driving while intoxicated any vehicle for COUNTY business or any COUNTY vehicle at any time is prohibited. The consumption of alcohol on COUNTY time is prohibited.
- iii. Drug paraphernalia.
- iv. Prescription drugs and over the counter medications, except under the following conditions:
 - a) The drugs have been prescribed by an authorized and Texas licensed medical practitioner for current use (within the past 12 months) for the person in possession of the drugs and filled in accordance with the provisions of the Texas Pharmacy Act, Texas Controlled Substances Act (Chapter 481, Texas Health and Safety Code) and regulations promulgated thereunder.

- b) The drugs/medications, both prescribed and over the counter, are limited to a one day's supply, or must be kept in their original container labeled in accordance with the provisions of the applicable laws of the State of Texas and must be taken in accordance with the dosage recommendations and usage cautions and generally must not affect the person's ability to perform work safely.
- c) The COUNTY may require the Employee to provide documentation from the doctor stating that such use will not impair the Employee's ability to perform the essential functions of his/her position. The COUNTY reserves the right, with Employee's consent, to consult with the Employee's medical doctor to determine if a drug or medication, whether prescribed or not, produces hazardous or non-safe effects and may restrict the use of any such drug or medication accordingly on COUNTY property.
- d) Any Employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of medication could compromise the safety of the Employee, fellow Employees or the general public, it is the Employee's responsibility to use appropriate personnel procedures (i.e., call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices.

B. The following conduct is prohibited by this policy:

- i. Switching or altering any urine sample submitted for testing.
- ii. Refusal to consent to testing. Consent is indicated by signing any form required by the COUNTY or its designated testing facility.
- iii. Refusal to submit to an inspection of any desk, locker, vehicle or other COUNTY property under Employee's control when asked to do so by Department Head or Elected Official.
- iv. Conviction under any criminal drug statute for a violation occurring in the workplace.

- v. Failure to notify the Department Head, Elected Official or Risk Management of any arrest or conviction under any criminal drug statute, or arrest or conviction of driving while intoxicated, within five (5) days of the arrest or conviction.
- vi. Failure to notify Department Head, Elected Official or Risk Management of the side effects of a prescription or non-prescription drug which may impair the Employee's behavior or physical or mental ability to safely and fully perform assigned duties.
- vii. Failure to keep prescribed medicine in its original container or to provide proof of identification of drug prescriptions and prescribing physician.
- viii. Failure of any COUNTY Employee to report the use or possession of an illegal drug or prohibited item by another COUNTY Employee while on duty or in a COUNTY vehicle.

5. Policy Enforcement

Because of the importance of this Policy, the COUNTY reserves the right, at all times, while on COUNTY premises and property and when circumstances warrant, to have the Department Head, Elected Official or personnel designated by COUNTY conduct reasonable searches and inspections of Employees and their personal property and effects, to include, but not limited to lunch boxes, purses, briefcases, baggage, offices, desks, clothing, and vehicles (including trunks, glove compartments, etc.), for the purpose of determining if such Employees or other persons are using, possessing, selling, manufacturing, distributing, dispensing, concealing, receiving or transporting any of the prohibited items and substances.

The Department Head, Elected Official and certain personnel designated by the Department Head have the right to conduct an on-the-spot search and inspection of Employees and their personal property and effects, as described above, if Department Head, Elected Official or designated personnel have a reason to believe that Employees or others are in violation of this policy. All searches and inspections conducted by outside authorized specialists will be in the presence of the Department Head, Elected Official or such designated personnel. All Employees are expected to cooperate with any investigation regarding this policy. Failure to cooperate, providing false information or omitting information may subject Employees to disciplinary action in accordance with all COUNTY personnel policies and all applicable state law.

A search and inspection may also include and require Employees present on COUNTY property to submit to a drug and alcohol screen test. Tests may be required under the following circumstances, however testing is mandatory for all individuals in sections (a) and (b):

- a) Post-offer, pre-employment screening to a safety-sensitive position;
- b) Post-employment transfer, promotion and/or reassignment to safety-sensitive position;
- c) 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 this policy;
- d) 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 other person;
- e) When an Employee returns to active employment in a safety-sensitive position after a leave of absence of forty-five (45) days or more;
- f) 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, vehicles/equipment/property was damaged, or unusually careless acts were performed. All persons involved and within the immediate vicinity of the incident may 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; or
- g) Random (Periodic and unannounced). Only COUNTY employees who are required to possess a CDL to perform their job duty and/or every employee working in a job classified as a safety-sensitive position will be subject to random testing. Random testing, other than to meet current specific job site requirements, will not commence until twenty-one (21) days following the date of this policy; however, applicants for employment shall be subject to testing as of the date of this policy. The search, inspection, urine and/or blood drug screening provisions herein will be

performed with concern for the personal privacy of each Employee or other person, and will also apply to contract labor, when feasible.

All persons shall have the opportunity, prior to testing and at the testing facility, to list all prescription and non-prescription drugs they have used in the last thirty (30) days and to explain the circumstances surrounding the use of such drugs. All records containing medical information will be maintained in accordance with applicable law.

This testing policy does not include and specifically excludes those Employees covered by the Hidalgo County Sheriff's Department Alcohol and Drug Testing Policy as defined therein.

6. Consequences for Violating Policy

The following violations of this policy will result in **automatic and mandatory termination** upon the first offense:

- a) Refusal to submit to a drug and or alcohol test. Consent is indicated by signing any form required by the COUNTY or the physician or laboratory collecting the specimen for testing.
- b) Confirmation of a positive result in drug testing and screening, which indicates detectable levels or identifiable trace quantities of a prohibited drug or substance
- c) Unauthorized use or possession of alcohol when reporting for duty, while on duty or occupying any COUNTY vehicle or personal vehicle on COUNTY time, including lunch or other break periods.

Violations involving other sections of this policy will result in disciplinary actions, up to and including termination, in accordance with all COUNTY personnel policies and all applicable state law. Preliminary findings of a policy violation, other than those which require automatic and mandatory termination, may require Employee be suspended, without pay, pending the results of an investigation. If the investigation clears Employee of any policy violation, then Employee will be fully reinstated, including pay, to his/her job.

An Employee who is terminated for refusing to take a drug test and or alcohol test or who is terminated for having a positive drug or alcohol test will not be eligible for rehire for six (6) months.

7. Notification

Any Employee who is arrested or convicted of a drug-related offense must report the arrest or conviction to their Department Head, Elected Official or Risk Management within five (5) days of the conviction. Any Employee who is arrested or convicted of driving while intoxicated must report the arrest or conviction to their Department Head, Elected Official or Risk Management within five (5) days of the conviction. Failure to report such an offense may result in disciplinary action in accordance with all COUNTY personnel policies and applicable state law.

8. Treatment Programs and Employee Insurance

While the COUNTY does not sponsor or endorse any specific drug treatment program, such programs are available through public and private health care facilities in the area. Affected employees are encouraged to seek assistance for themselves and their dependents. The group health insurance offered to employees and their dependents may provide limited coverage for expenses related to drug treatment programs. Employees may contact the Human Resources Department or refer to the plan description for details.

The COUNTY does not offer, nor require, participation in drug and alcohol abuse education and training programs. However, various public and private facilities in the area offer such programs and affected or interested employees are encouraged to seek assistance.

I, _____, have read,
understand and received a copy of the County of Hidalgo Drug and Alcohol Policy, and
understand I am expected to abide by this Policy.

Date:

Signature:

EXHIBIT “B”
Bid Form-RFB 2016-024-01-04-YZV
HIDALGO COUNTY
“DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES”

Vendor must thoroughly fill in each section of the Bid Form (Exhibit “B”) if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification

DRUG AND ALCOHOL TESTING SERVICES:

SPECIFIC TEST		COST PER TEST		RESPONSE - TIME (DAYS/HOURS)	
		DOT	NON-DOT	NEGATIVE	POSITIVE
Drug Testing Services	PANEL 5	\$	\$		
Alcohol Testing Services	Initial Test	\$	\$		
	Post Accident	\$	\$		
	Confirmation Test	\$	\$		

TRAINING SERVICES FEE:

TECHNICAL ASSISTANCE	HOURLY FEES
Employee Training	\$
Reasonable Suspicion Training	\$

PROFESSIONAL ASSISTANCE SERVICES:

	DOT	NON-DOT
<u>Medical Review Officer (MRO)</u>	\$	\$

LOCATIONS:

Include with your bid submittal a list of all locations in Hidalgo County with address, city , telephone number and facility hours.

EXHIBIT “B”
Bid Form-RFB 2016-024-01-04-YZV
HIDALGO COUNTY
“DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES”

BIDDER /COMPANY’S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

ACKNOWLEDGMENT FORM

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one leg) \$
	☐ CLAIMS MADE OCCUR				MED (Any one person) \$
	☐ OWNER'S & CONT PROT				PERSONAL & ADV INJURY \$
	☐ OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	☐ GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT ☐ LOG				PRODUCTS - COMP/OP AGG \$
	B	AUTOMOBILE LIABILITY			
☐ ANY AUTO					BODILY INJURY (Per person) \$
☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
☐ SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
☐ HIRED AUTOS					
	GARAGE LIABILITY				AUTO ONLY- EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY EA AGG \$
					AGG \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
	☐ DEDUCTIBLE				\$
	☐ RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUS ☐ OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE- EA EMPLOYEE \$
					E.L. DISEASE- POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: \$_____ General Liability: \$_____

- ☐ have already been met, see attached copy of insurance certificate.

Authorized Representative Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Bidder/Vendor Application

in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281

Physical Address: 2802 S. Business Hwy. 281

or e-mail: purchasing@co.hidalgo.tx.us

To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Other (see instructions) ▶	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		

Employer identification number										
					-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**EXHIBIT “B” VENDOR’S BID
(BID TABULATION)**

REVISED-EXHIBIT "B"
Bid Form-RFB 2016-024-01-04-YZV
HIDALGO COUNTY

"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"

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

DRUG AND ALCOHOL TESTING SERVICES:

SPECIFIC TEST		COST PER TEST		RESPONSE - TIME (DAYS/HOURS)			
		DOT	NON-DOT	NEGATIVE		POSITIVE	
Drug Testing Services urine-	PANEL 5	\$ 22.00	\$ 20.00	DOT 24 hrs	NON-DOT 1 hr	DOT 72 hrs	NON-DOT 1 hr
	Initial Test	\$ 25.00	\$ 20.00	24 hrs	1 hr	72 hrs	1 hr
	Post Accident	\$ 25.00	\$ 20.00	48 hrs	1 hr	72 hrs	1 hr
	Alcohol Testing Services urine-	Confirmation Test	\$ 33.00	\$ 20.00	72 hrs	24 hrs	72 hrs

TRAINING SERVICES FEE:

TECHNICAL ASSISTANCE	HOURLY FEES
Employee Training	\$ 69.00
Reasonable Suspicion Training	\$ 69.00

PROFESSIONAL ASSISTANCE SERVICES:

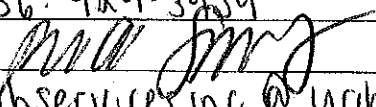
	DOT	NON-DOT
<u>Medical Review Officer (MRO)</u>	\$ 18.00	\$ 18.00

LOCATIONS:

Include with your bid submittal a list of all locations in Hidalgo County with address, city, telephone number and facility hours.

2031 E. GRIFFIN PKWY, MISSION TX 78572	* MAIN LOCATION ON-CALL 24/7 956-424-3000
2604 W. PECAN BLVD, MCAllen TX 78501	* TRAINING CENTER M-F 8-5 PM 956-424-3000 or 580-0055
2322 E. FREDDY GONZALEZ EDINBURG TX 78542	* COLLECTION CENTER M-F 8-5 PM 956-424-3000 - pending contract
2990 N Texas Blvd Ste D Weslaco TX 78596	* COLLECTION CENTER M-F 8-5 PM 956-424-3000 - pending contract

REVISED-EXHIBIT "B"
Bid Form-RFB 2016-024-01-04-YZV
HIDALGO COUNTY
"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"

BIDDER /COMPANY'S NAME: LABSERVICES, INC.
ADDRESS: 2031 E GRIFFIN PKWY
CITY/STATE/ZIP CODE: MISSION TX 78572
PHONE NUMBER: 956.424.3000
CELLULAR NUMBER: 956.458.6353
FAX NUMBER: 956.424.3939
AUTHORIZED SIGNATURE: 
EMAIL ADDRESS: labservicesinc@yahoo.com
PRINTED NAME: RICHARD GAYTAN
TITLE: DIRECTOR
DATE: 12-29-15

(THIS PAGE MUST BE SUBMITTED WITH BID)

ACKNOWLEDGMENT FORM

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT “C”
INSURANCE REQUIREMENTS

Producer

Sandra Zamora Insurance Agency
2013 N. CONWAY
Mission Texas 78572

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend, or alter the coverage afforded by the policies below.

INSURERS AFFORDING COVERAGE

NAIC

Insured

LAB SERVICES INC c/o Ricardo Gaytan JR
2031 E GRIFFIN PARKWAY
MISSION, TX 78572

Insurer A: COLONY INSURANCE CO.

Insurer B: PROGRESSIVE

Insurer C:

Insurer D:

Insurer E: TEXAS MUTUAL INSURANCE CO.

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Insr Ltr	Add'l Insr	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yyyy)	Policy Expiration Date (mm/dd/yyyy)	Limit
A	X	GENERAL LIABILITY	MMS194735	01/12/2016	01/12/2017	Each Occurrence \$1,000,000
		☒ Commercial General Liability				Damage to Rented Premises (Ea Occurrence) \$ 50,000
		☐ Claims made ☒ Occur				Med Exp (Any one person) \$ 2,500
		☒ Professional Liability				Personal & Adv Injury \$1,000,000
		General Aggregate \$3,000,000				Products Comp/Op Agg \$ INCLUDE
		Policy ☐ Project ☐ Loc				Fire Damage Limit
B	X	AUTOMOBILE LIABILITY	02837646-0	01/14/2016	01/12/2017	Combined Single Limit (Ea Accident) \$ 500,000
		☐ Any auto				Bodily Injury (Per person) \$
		☒ All owned autos				Bodily Injury (Per accident) \$
		☐ Scheduled autos				Property Damage (Per accident) \$
		☐ Hired autos				Auto only - Ea Accident \$
		☐ Non-Owned autos				Other than Ea Acc \$
						Auto only: Agg \$
		EXCESS/UMBRELLA LIABILITY				Each Occurrence \$
		☐ Occur ☐ Claims Made				Aggregate \$
		☐ Deductible				\$
		☐ Retention \$				\$
E	X	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	58614928	01/14/2016	01/14/2017	WC Statutory Limits ☐ Other
		Any proprietor/partner/executive officer/member excluded?				E.L. Each Accident \$500,000
		If yes, describe under SPECIAL PROVISIONS below.				E.L. Disease-Ea Employee \$500,000
						E.L. Disease-Policy Limit \$500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2802 S BUS HWY 281, ADMIN BLDG
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative

SANDRA ZAMORA

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LAB SERVICES INC
MISSION, TX United States

Certificate Number:
2016-5149

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY PURCHASING DEPARTMENT - TEXAS

Date Filed:
01/23/2016

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

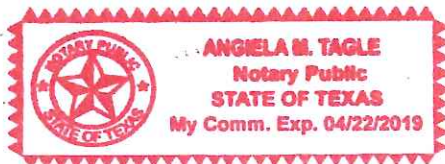
C-16-024-01-05 HIDALGO COUNTY
Drug & Alcohol for H.C. Employees

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
LAB SERVICES INC	MISSION, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Ricardo Grayson Jr

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

State of Texas County of Hidalgo

Sworn to and subscribed before me, by the said LabServices Inc Ricardo Grayson Jr, this the 25 day of Jan, 20 16, to certify which, witness my hand and seal of office.

Angiela M. Tagle
Signature of officer administering oath
Notary

Angiela M. Tagle
Printed name of officer administering oath
Notary

Notary
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:

2016-5149

Date Filed:

01/23/2016

Date Acknowledged:

01/25/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.LAB SERVICES INC
MISSION, TX United States**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

HIDALGO COUNTY PURCHASING DEPARTMENT - TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.C-16-024-01-05 HIDALGO COUNTY
Drug & Alcohol for H.C. Employees

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	LAB SERVICES INC	MISSION, TX United States	X	

5 Check only if there is NO Interested Party.☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office._____
Signature of officer administering oath_____
Printed name of officer administering oath_____
Title of officer administering oath



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 05, 2016

Lab Services, Inc.
Bidder's name
2031 E. Griffin Parkway
Address
Mission,
City
Texas 78572
State, Zip Code

Re: C-16-024-01-05
HIDALGO COUNTY
Request for Bids – "Drug & Alcohol Testing for H. C. Employees"

Dear Mr. Gaytan:

In order to process the award of bid/contract resulting from this bid, the County is required, as of January 1, 2016, to comply with Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced bid/contract, you must complete Form 1295. You can find the 1295 form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of Form 1295, provide the C-16-024-01-05 as shown above. Once completed, Form 1295 must be signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to execute and finalize the contract presented and awarded by Hidalgo County Commissioners Court on January 05, 2016, the signed notarized Form 1295 must be received in our office completed via fax to (956) 292-7612 or via email to: yolanda.velasquez@co.hidalgo.tx.us on or before Monday, January 25, 2016. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

A handwritten signature in blue ink that reads "Martha L. Salazar".

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv
Enclosures