

EXHIBIT "A"
HIDALGO COUNTY
"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"
(All Funding Sources, Programs and Entities)
BID NO. 2020-001-02-05-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 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).
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 **shall** have **multiple** centralized location(s); **East, Central and West within Hidalgo County** to conduct Random Drug Testing at site(s), **as requested by Hidalgo County. Locations need to have at least one (1) certified technician available during regular working hours (8:00a.m. to 5:00 p.m.)**
3. Vendor **shall perform** pre-employment Alcohol & Drug Testing at a designated vendor site determined by the Department of Human Resources Designated Employer Representative. (*currently Human Resources Specialist: Caryn Gutierrez*).
4. Vendor shall perform collection of; but may not necessarily be limited to, urine and breathe samples by certified staff, in accordance with National Institute on Drug Abuse (NIDA) standards and US DOT, applicable federal or state law 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 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. Reporting Test Results to County of Hidalgo:
 - a. Awarded Vendor shall email all results (negative & positive) for tests conducted under **sections 5(a), 5(b), 5(e) and 5(g)** referenced above to the **Hidalgo County Department of Human Resources Designated Employer Representative**, (*currently Caryn Gutierrez at: caryn.gutierrez@co.hidalgo.tx.us*). If the Designated Human Resources Employer Representative is not available then results will be emailed to the **Hidalgo County Human Resources Department: Personnel Administration Division Manager**. (*currently Rufino Saenz at: rufino.saenz@co.hidalgo.tx.us*).
 - b. Awarded Vendor shall email all results (negative & positive) for tests conducted under **sections 5(c), 5(d), and 5(f)** referenced above to the **Hidalgo County Safety Department Designated Safety Department Representative**, (*currently Rosie Luna at: rosie.luna@co.hidalgo.tx.us*). If the Designated Safety Department Representative is not available then results will be emailed to the **Hidalgo County Safety Department - Chief Safety Officer**. (*currently Armando Guzman at: armando.guzman@co.hidalgo.tx.us*).

13. Test results other than “stat” shall be performed and results returned after review by MRO as they become available. Vendor shall not divulge test results in any form to anyone other than those Hidalgo County Representatives designated in section 12 above or their respective supervisor or as authorized by the Hidalgo County Executive Officer. Vendor must comply with applicable laws, regulations and/or policy regarding confidentiality of test results and related information, including but not limited to, the Health Information Portability and Accountability Act (HIPAA).
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. Vendor’s respond and arrival time shall be under two (2) hours after being notified.
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, January 27, 2020 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **Wednesday, January 29, 2020 by 5:00 P.M.**