

Bid No: 2014-051-04-09-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext 4865
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REQUEST FOR BIDS

Hidalgo County Juvenile Justice Center

“Legend & Non-Legend Pharmaceuticals”

BID OPENING DATE: April 09, 2014 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626



Form HCPD-03

1. Sealed bids will be received for "[HIDALGO COUNTY JUVENILE JUSTICE CENTER-
"Legend & Non-Legend Pharmaceuticals"](#)" 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 and or/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: "[RFB No. 2014-051-04-09-SMA-HIDALGO COUNTY JUVENILE JUSTICE CENTER-"Legend & Non-Legend Pharmaceuticals"](#)" and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM WEDNESDAY, April 09, 2014.**

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 [RFB No.-2014-051-04-09-SMA-HIDALGO COUNTY JUVENILE JUSTICE CENTER- "Legend & Non-Legend Pharmaceuticals "](#).

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 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 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 and Contract Number (if any)
 - d) Notation- "HIDALGO COUNTY JUVENILE JUSTICE CENTER-*Legend & Non-Legend Pharmaceuticals* 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 Auditor's Office
 2808 S. Bus. Hwy. 281
 Edinburg, Texas 78539
 (956) 318-2511
 Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.

APRIL 09, 2014

Award of Contract

2014

Commence Work or Deliver Products

2014

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- 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. Clossner, 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 hereunder, 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 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 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.
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 JUVENILE JUSTICE CENTER
“Legend & Non-Legend Pharmaceuticals”

To: Martha L. Salazar, CPPB, Purchasing Agent
 Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
 Mailing/Postal Address: 2812 S. Business Hwy. 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"
Specifications/Requirements
Hidalgo County Juvenile Justice Center
"Legend and Non-Legend Pharmaceuticals"
Bid No: 2014-051-00-00-SMA

PROJECT OVERVIEW:

Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) is seeking vendors to provide the purchase of Legend (prescribed) & Non-Legend (non- prescribed) Pharmaceuticals and/or Medical Supplies on an **"AS NEEDED BASIS ONLY"** for Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp). Hidalgo County Juvenile Justice Center will be picking up all medication(s) unless otherwise advise.

When and if necessary Juvenile Justice Center will order for delivery to the two (2) locations listed below:

LOCATIONS:

- Delivery address: 1001 N. Doolittle Road (Detention Center)
Edinburg, Texas 78542

- Delivery address: 1711 N. Bridge
Weslaco, Texas 78596

Legend items (prescribed) will be ordered on an **"AS NEEDED BASIS"** only. There will be a prescription issued either by telephone or in writing by the attending physician for any and all legend items in accordance with the Texas Pharmacy Act and related regulations.

Non-legend items (non-prescribed) bid information will be furnished to Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp).

The Bidder(s) will offer Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) a percentage discount from retail on all purchases on non-legend (non-prescription) drugs.

Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, The Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service for the bid price.

Hidalgo County Juvenile Justice Center has the right to add or delete any items on the bid.

Bidder(s) may submit a bid for Item 1 only, for Item 2 only, or for both items.

ITEM-1
Legend items (prescribed)

A.) All bids must be based on a percentage mark-up or mark-down from current AWP (**Average Wholesale Price**).

1. **"Brand Name"** Percentage above or below AWP:

_____ % above AWP OR _____ % below AWP

2. **"Generic Brand"** Percentage above or below AWP:

_____ % above AWP OR _____ % below AWP

B.) Regular business hours are from _____ a.m. to _____ p.m.

Note: all legend items will be ordered and picked up during regular business hours only, unless item (s) are of emergency, therefore, item (s) must be ready to pick up within a six to eight hour time frame.

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Juvenile Justice Center
"Legend and Non-Legend Pharmaceuticals"
Bid No: 2014-051-00-00-SMA

- C.) The Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) is including the Unit Dose System as part of the contract. The unit dose system is designed with security in mind. It has an anti-pilferage that keeps secure and is in compliance with state regulations.
- The Unit Dose System consists of pill cards and by quantity "non individual dose". Each medication is individually heat-sealed in blister pack medication cards.
 - Each medication card is labeled with patient name when requested, doctor's name, the name of the medication, its strength, patient instructions, and quantity. This provides quick, accurate, and efficient inventory control.
 - Each complete card set consists of a folding card with a foil sheet attached and a plastic pill cavity. Available in 30, 31, 60 and 90 dose cards. (Sample: Universal Card Size is 5¼" wide x 8½" high).
- D.) The Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) requires generic substitute in all instances where an A-B rated equivalent drug is available unless specifically instructed otherwise by the attending physician placing the drug order, or his agent.

ITEM 2:
Non-legend items (non-prescribed)

Bidder(s) will supply the Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) of non-prescription drugs for the contract period. Non-prescribed items will be ordered approximately every month on a one-time per month basis. The Bidder(s) will offer Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) a percentage discount from retail on all purchases by Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) on non-legend (non-prescription) drugs.

- A.) Blanket discount for non-prescription drugs. _____%
- B.) Regular business hours are from _____ a.m. to _____ p.m.

Note: all non-legend items will be ordered and picked up during regular business hours only, unless item(s) ordered are of emergency; therefore, item(s) must be ready to be picked up with a six to eight hour time frame.

EXHIBIT “A”
Specifications/Requirements
Hidalgo County Juvenile Justice Center
“Legend and Non-Legend Pharmaceuticals”
Bid No: 2014-051-00-00-SMA

Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) has attached the most current medications utilized by the department including but not limited to:

Description of Medications		Dosage
1.	Abilify	5 MG/10 MG & 15 MG
2.	Cefdrnir	300MG
3.	Concerta	18 MG/36 MG
4.	Focalin Xr	
5.	Divalproex Sod	500 MG
6.	Vyvanse	50 MG
7.	Fluoxetine	20mg
8.	Risperidone	0.5mg, 1mg & 2mg
9.	Trazodone	50 MG/100 MG
10.	Clonidine	0.1mg and 0.2mg
11.	Serroquel	100mg, 200mg 300mg
12.	Lexapro	5 MG/10 MG & 20MG
13.	Zyprexa	5mg
14.	Geodon	80mg
15.	Oxcarbaxepine	150 MG/300 MG
16.	Citalopram --(Celexa)	40mg
17.	Daytrana Dis	30mg/9hr
18.	Busiprone	10mg
19.	Effexor Xr	37.5
20.	Symbyax	12-25mg
21.	Phenytoin	100mg
22.	Sertraline (Zoloft)	
23.	Hydroxyzine	25mg

REQUIREMENTS:

- Bidder(s) must possess a Class “A” **ONLY** License as defined in Section 5 of the Texas Pharmacy Act, under the Texas Pharmacy Act and related regulations.
- Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) reserves the right to add or delete more items to the contract
- Bidder must be located in the **Edinburg, Texas area only.**
- Bidder will provide stock bottles (upon request) when ordered.
- All legend(prescribed) items will be ordered and picked up during regular business hours only, unless item (s) are of emergency, therefore, item (s) must be ready to be picked up within a six to eight hour time frame.
- The bidder(s) representative must be available to respond to all calls from the using County department to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.
- The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.
 - Name
 - Business and Cell Phone Numbers:
 - The awarded bidder(s) must provide for any pharmaceuticals/medications ordered by physician a Medical Administration Record Report to the attending Nurse for the Department’s Records.

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Juvenile Justice Center
"Legend and Non-Legend Pharmaceuticals"
Bid No: 2014-051-00-00-SMA

TERMS & CONDITION:

- 1) Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions
- 2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
- 3) The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.
- 4) Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
- 5) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
- 6) Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.
- 7) Vendor must provide and maintain proof of Automobile, General and Worker=s Compensation Insurance's (Refer to Exhibit" A", Insurance Requirements).
- 8) The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
- 9) Hidalgo County reserves the right to seek purchases for "Legend and Non- Legend Pharmaceutical" from State Awarded contracts whenever it is in the County's best interest to do so.
- 10) Hidalgo County reserves the right to award on an "all or none basis". Hidalgo County reserves the right to award all or separate contracts for Item 1 and Item 2, if it is in the County's best interest to do so.
- 11) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

ADDITIONAL INFORMATION:

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.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO sandra.montalvo@co.hidalgo.tx.us NO LATER THAN, MARCH 00, 2014 by 5:00 P.M. RESPONSES WILL BE SENT TO ALL APPLICANTS VIA EMAIL BY NO LATER THAN MARCH 00, 2014 by 5:00 P.M.