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REQUEST FOR BIDS (RFB)

HIDALGO COUNTY SHERIFF’S OFFICE (SO)

Purchase of Medical Supply & Equipment”

RFB No.:2017-245-10-18-YZV

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This Table of Contents is intended as an aid to bidders not as a comprehensive listing of the bid package. Bidders are responsible for reading the entire bid package and complying with all specifications.

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail yolanda.velasquez@co.hidalgo.tx.us, to advise of the missing documentation and Purchasing will forward information either through facsimile or e-mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

July 31, 2017

Date



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

October 02, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY-SHERIFF'S OFFICE (SO)**
Request for Bids -"**PURCHASE OF MEDICAL SUPPLY & EQUIPMENT**"
RFB Bid No: 2017-245-10-18-YZV

Dear Sir/Madam:

Enclosed, please find the Request for Bids (RFB) packet. **Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4881.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv
Enclosures



Bid No:2017-245-10-18-YZV	Buyer: Yolanda Velasquez	Tel. No: (956) 318-2626 ext.4881
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REQUEST FOR BIDS

Hidalgo County Sheriff's Office (SO)

“Purchase of Medical Supply & Equipment”

RFB No.: 2017-245-10-18-YZV

BID OPENING DATE: October 18, 2017

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III

Tel: 956-318-2626 ext. 4881

yolanda.velasquez@co.hidalgo.tx.us



Form HCPD-03

- 1) Sealed bids will be received for **“Hidalgo County Sheriff’s Office-”PURCHASE OF MEDICAL SUPPLY & EQUIPMENT”** 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.: 2017-245-10-18-YZV -Hidalgo County Sheriff’s Office-“Purchase of Medical Supply & Equipment”** and at County's Purchasing Department with a physical address:2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, Wednesday, October 18, 2017.**

NO FACSIMILES, EMAILS 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 Hidalgo County Sheriff’s Office-“ Purchase of Medical Supply & Equipment”

Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your bid:

- 1) Legal Notice (See page 8);
- 2) Bid Page-(See **Exhibit “B”**);
- 3) Insurance pages with Acknowledgment Forms (See **Exhibit “C”**);
- 4) Form CIQ-Conflict of Interest Questionnaire (See **Exhibit “D”**);
- 5) Vendor Bidder Application & W-9 forms (See **Exhibit “E”**);
- 6) Certification Regarding Debarment (See **Exhibit “F”**); and
- 7) SAMS.gov Registration Acknowledgement (See Number 18 below).

- 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; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.
- 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:

business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- b) The appropriate clauses of Appendices “A” through “E” as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances-Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices “A” through “E” are attached as **Exhibit “G.”**
- c) Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20) 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.

NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

21) DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, 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 that 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.

Completed Form CIQ must be submitted 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 RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

- As of January 1, 2016, to comply with Texas Government Code Section §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, we have updated and revised our RFB packet. In accordance with these requirements, 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 box 3 of Form 1295, you will provide the RFB Project No. (2017-245), as shown on the packet.** 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 via email to: yolanda.velasquez@co.hidalgo.tx.us. 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. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

- 23) 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 the County.
- 24) 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.
- 25) 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.
- 26) 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.

- 27)** 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.
- 28)** 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.
- 29)** 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.
- 30)** 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.
- 31)** 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.
- 32)** 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.

LEGAL NOTICE

Hidalgo County Sheriff's Office

"Purchase Of Medical Supply & Equipment"

RFB No. 2017-245-10-18-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281-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 Sheriff's Office
"Purchase of Medical Supplies & Equipment"
Bid No: 2017-245-10-18-YZV

SCOPE OF SERVICES:

- 1) Hidalgo County is requesting to obtain Medicals Supplies and Equipment on an **"As Needed Basis Only"**, for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), located at 711 El Cibolo Road, Edinburg, Texas 78542.
- 2) Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of Medical Supplies and Equipment throughout the contract period on an **"AS NEEDED BASIS"** only. Medical supplies will be ordered approximately every month on a one-time per month basis. Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).
- 3) The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Medical Supplies and Equipment).
- 4) Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) for the bid price.
- 5) All bids are for new equipment or merchandise unless otherwise specified.
- 6) Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

The following list of medical supplies and equipment are estimated quantity amounts to be used monthly. This list should not be understood to be an exhaustive listing of all medical supplies & equipment in which may be required by Hidalgo County Adult Detention Center (Jail Infirmary).

MEDICAL SUPPLIES		
Description of Items		Estimated Monthly Quantities
1.	Alcohol Isopropyl 70%	15
2.	Alcohol Prep Pads	5
3.	Arm Splint- No Metal	5
4.	Band-Aids	1" X 3"
		2"X3"
5.	Blood Glucose Strips	4800
6.	Butterfly Strips	Med. 1¾" x 3/8"
		Large 2¾" x ½"
7.	Colostomy Drainable Pouches Size - 2¾"	30
8.	Combine Pads	30
9.	Cotton Balls	6
10.	Cotton Tip Applicators 6" Non-Sterile(Individually Wrapped)	450
11.	Diagnostic Pen Lights	1
12.	Disposable Under pads	1500
13.	Elastic Bandage 2'	20
14.	Electrodes For Welch/Alleyn Ekg	90

MEDICAL SUPPLIES

Description of Items		Estimated Monthly Quantities
15.	Expandover Elastic Medical tape 1" X 5yds	90
16.	Foley Catheters	5
17.	Gauze Sponges- 4inch x 4inch	20
18.	Glucometers	5
19.	Hand/ Wrist Splints- No Metal	5
20.	HCG Urine Pregnancy Test Kit	90
21.	Hernia Belts	2
22.	Hydrogen Peroxide	30
23.	Insulin Syringes 28" X 1/2" Single U-100	3200
24.	Iodoform Packing Strip	1
25.	Irrigative Eye Solution	1
26.	Iv Cannulas	1
27.	Iv Fluid 0.9%Ns,D5w,Lr	1
28.	Iv Poles	1
29.	Iv Start Kits	1
30.	Iv Tubing	1
31.	Kerlix Otc 6" x 5 yrds	450
32.	KY Jelly	50
33.	Lancets	5000
34.	Latex Gloves- S/M/L/XL	180 boxes assorted sizes
35.	Latex Strips	1
36.	Lifescan Unistix	250
37.	Lindane Shampoo 1%	5
38.	Multistix 10 Sg. Dib And Read Tests	2
39.	N-95 Respirator Masks	100
40.	Nebulizer Tubing	70
41.	Non Adhesive Pads	200
42.	Non Sterile Stretch Bands	10
43.	Oxygen Mask With Tubing/Nasal Cannula	10
44.	Personal Urinal Container	5
45.	Physician's Desk Reference	LATEST EDITION YRLY
46.	Pill Crusher Pouches	300
47.	Plain Packing Strip	2
48.	Post Op Sponges	100
49.	Procedure Mask with Ear Loops	100
50.	Provolone Scrub	5
51.	Quick Ice Instant Cold	50
52.	Scalpel Sterile Stainless	10
53.	Self Adhering Gauze 12"x10"Yds	100
54.	Self-Adherent Bandage 1" X 5 Yds	100
55.	Sharps Containers	15

MEDICAL SUPPLIES

	Description of Items	Estimated Monthly Quantities
56.	Small Plastic Baggies 1 x 2	100
57.	Soft-Kling Confirming Bandage	50
58.	Soft Procedure Masks W/ Ear Loops	30
59.	Specimen Containers	150
60.	Soft Plastic Cup	2000
61.	Soufflés Plastic	1000
62.	Staple Remover Kits	10
63.	Sterile Cotton Applicator Swabs	500
64.	Sterile Eye Pads, Oval 2C" x 2E"	50
65.	Sterile H2o	10
66.	Stoma adhesive Flexible Wafers-Size - 2¾"	5
67.	Suture Kit	1
68.	Suture Removal Kits	10
69.	Suture Sets	50
70.	Syringes With Needle 5cc Gauge 1"	100
71.	Syringes With Needles 0.37x12.7 MI 28 G ½ Needle	100
72.	Tela Pads 3" X 4" Adhesive	100
73.	Tender skin/ Transparent Tape	50 rolls
74.	Thermometer Covers	300
75.	Toe Nail Clippers Small	3
76.	Tongue Blade Depressors	200
77.	Touch Vinyl Non-Sterile Gloves	10
78.	Ultra Sound Gel	1
79.	Urine Container-24 Hour-	1
80.	Urine Dip Stick/ Multistix 10 Sg	2
81.	Welch Probe Covers	50
82.	Wound Cleaner Spray	50

REQUIREMENTS:

- 1) Bidder will provide stock bottles (upon request) when ordered.
- 2) All items will be ordered and delivered by bidder (s) during regular business hours only, unless item(s) are of emergency, therefore, item(s) must be delivered within a six (6) to eight (8) hour time frame.
- 3) 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.
- 4) 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:

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: a) the contract expires b) delivery/completion of services ordered, or c) Terminated by County with thirty (30) days written notice prior to the 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. Insurance requirements for this project to be maintained through out the contract term. (Refer to limits on the Exhibit C, 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 "Medical Supplies & Equipment" 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".
11. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

1) Requesting Price Adjustment:

Upon written request of the Vendor to the Hidalgo County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all
- Orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:**

Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:**

Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:**

Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:**

The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

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: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN, **MONDAY, OCTOBER 09, 2017 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than **WEDNESDAY, OCTOBER 11, 2017 BY 5:00 P.M.****

EXHIBIT "B"**BID PAGE****Hidalgo County Sheriff's Office*****"Purchase of Medical Supplies & Equipment"******Bid No: 2017-245-10-18-YZV***

Description of Items		Unit of Measurement (cs/box/ea/bottles or other)	Unit Price	Total Price
1.	Alcohol Isopropyl 70%-16 fl.oz.			
2.	Alcohol Prep Pads	50 per pk		
3.	Arm Splint- No Metal	1 per pk		
4.	Band-Aids	1" X 3"	100 per pk	
		2"X3"	100 per pk	
5.	Blood Glucose Strips	100 per pk		
6.	Butterfly Strips	Med. 1¼" x 3/8"	300 per pk	
		Large 2¾" x ½"	200 per pk	
7.	Colostomy Drainable Pouches Size - 2¾"	10 per pk		
8.	Combine Pads	20 per pk		
9.	Cotton Balls	2000 per pk		
10.	Cotton Tip Applicators 6" Non-Sterile(Individually Wrapped)	100 per pk		
11.	Diagnostic Pen Lights	1 per pack		
12.	Disposable Under pads	50 per pk		
13.	Elastic Bandage 2'	20 per pk		
14.	Electrodes For Welch/Alleyn Ekg	10 per pk		
15.	Expandover Elastic Medical tape 1" X 5yds	10 per pk		
16.	Foley Catheters	1 per pk		
17.	Gauze Sponges- 4 x 4	200 per pk		
18.	Glucometers	1 per pk		
19.	Hand/ Wrist Splints- No Metal	1 per pk		
20.	HCG Urine Pregnancy Test Kit	25 per bx		
21.	Hernia Belts	1per pk		
22.	Hydrogen Peroxide-12 fl oz			
23.	Insulin Syringes 28" X 1/2" Single U-100	100 per bx		
24.	Iodoform Packing Strip	5 yards per bottle		
25.	Irrigative Eye Solution-8 oz.			
26.	IV Cannulas -16 gauge	16 guage needles		
27.	IV Fluid 0.9%Ns,D5w,Lr	1 quart bags		
28.	IV Poles	1		
29.	IV Start Kits	Pre pack kit		
30.	IV Tubing	12 ft tubing		
31.	Kerlix Otc 6" x 5 yds	10 per pk		
32.	KY Jelly	8 oz		
33.	Lancets	100 per bx		
34.	Latex Gloves- S/M/L/XL	100 gloves per bx		
35.	Latex Strips	1 foot		
36.	Lifescan Unistix	100 per pk		
37.	Lindane Shampoo 1% -16 oz	16 oz		
38.	Multistix 10 Sg. Dib And Read Tests	100 per pk		
39.	N-95 Respirator Masks	20 per bx		

Description of Items		Unit of Measurement (cs/box/ea/bottles or other)	Unit Price	Total Price
40.	Nebulizer Tubing	25 per pk		
41.	Non Adhesive Pads	20 per pk		
42.	Non Sterile Stretch Bands	10 yds		
43.	Oxygen Mask With Tubing/Nasal Cannula	20 per pk		
44.	Personal Urinal Container	1 quart bottle		
45.	Physician's Desk Reference			
46.	Pill Crusher Pouches	50 per bx		
47.	Plain Packing Strip	1 in. x 5 yds-		
48.	Post Op Sponges	50 per pk		
49.	Procedure Mask with Ear Loops	50 per pk		
50.	Provolone Scrub	32 oz bottle		
51.	Quick Ice Instant Cold	10 per pk		
52.	Scalpel Sterile Stainless	10 per bx		
53.	Self Adhering Gauze 12''x10''Yds	10 per bx		
54.	Self-Adherent Bandage 1" X 5 Yds	10 per bx		
55.	Sharps Containers	5.4 quart		
56.	Small Plastic Baggies 1 x 2	100 per pk		
57.	Soft-Kling Confirming Bandage- 3 x 4" 1Yds	10 per bx		
58.	Soft Procedure Masks W/ Ear Loops	50 per pk		
59.	Specimen Containers	50 per pk		
60.	Soft Plastic Cup	4 oz cup		
61.	Soufflés Plastic- ¾ oz. Plastic Cups	100 per pk		
62.	Staple Remover Kits	1 kit per pk		
63.	Sterile Cotton Applicator Swabs	100 per pk		
64.	Sterile Eye Pads, Oval 2C" x 2E"	50 per pk		
65.	Sterile H2o	24 oz bottle		
66.	Stoma adhesive Flexible Wafers-Size - 2¾"	10 per pk		
67.	Suture Kit	1 complete kit		
68.	Suture Removal Kits	1 kit per pk		
69.	Suture Sets	50 per pack		
70.	Syringes With Needle 5cc Gauge 1"	50 per pk		
71.	Syringes With Needles 0.37x12.7 MI 28 G ½ Needle	50 per pk		
72.	Tela Pads 3" X 4" Adhesive	50 per pk		
73.	Tender skin/ Transparent Tape	2 in x 10yds		
74.	Thermometer Covers	25 per pk		
75.	Toe Nail Clippers Small			
76.	Tongue Blade Depressors	100 per bx		
77.	Touch Vinyl Non-Sterile Gloves	100 gloves per bx		
78.	Ultra Sound Gel	16 oz bottle		
79.	Urine Container-24 Hour-	1gallon bottle		
80.	Urine Dip Stick/ Multistix 10 Sg	100 per pk		
81.	Welch Probe Covers	50 per pk		
82.	Wound Cleaner Spray	16 oz bottle		

MISCELLANEOUS LIST

On all other Medical Supplies not listed Hidalgo County will receive _____% off catalog list prices.

ALL APPICABLE CATALOGS WITH LIST PRICE MUST ACCOMPANY BIDS SUMMITTED

BIDDER’S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.’S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

REQUIRMENTS AGREEMENT

C-17-245-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, 2017 by and between _____ ("Seller") and **County of Hidalgo, Texas**, a political subdivision of the State of Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** including for the **“Purchase of Medical Supplies and Equipment” (on an as needed basis), (the “Product”)** as further described in Exhibit “A”, Request for Sealed Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the “RFB”);and

WHEREAS, Seller has submitted a proposal to supply County's requirements in accordance with the specifications as bid, a copy of Request for Bids (RFB) Procurement Packet and Proposal being attached hereto as Exhibits “A” and “B” respectively, and incorporated herein for all purposes (the “Specifications”); and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit “B”, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **two (2) years** with the Buyer’s option to extend 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 bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. The initial term of this Contract shall commence on **December 22, 2017** and expire on **December 21, 2019**, and it is agreed that the Product will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Product required. The Product shall be delivered by Seller to the location in Hidalgo County specified by County in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by County in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

4. Seller represents that it is licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Seller shall immediately notify the County Judge of Hidalgo.

5. Seller must comply with all applicable laws and regulations of the State of Texas, and County policies. Notwithstanding the foregoing sentence, Seller represents and maintains that Seller is an independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Seller does not desire or request any fringe benefits provided to employees of County, and/or any agency of the County.

6. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

7. Seller agrees to provide liability insurance covering all activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

8. **Indemnification: Seller will indemnify and hold Buyer harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Seller's or that of any person providing services hereunder through or for the Seller. Upon written notice from the Buyer, the Seller will resist and defend at its own expense, and by counsel reasonably satisfactory to Buyer, any such claim or action. The Seller will carry proper insurance with the Buyer as an additional named insured.**

9. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

10. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. **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 representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

12. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

13. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:

Hidalgo County
Attn: County Judge Ramon Garcia
302 West University Drive
Edinburg, Texas 78539

If to Seller:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

14. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

16. **Assignment.** This Agreement shall not be assignable.

17. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

19. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

20. **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 Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer.

21. **Nondiscrimination:** Seller/Contractor/Vendor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

22. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 **Buyer**, or for any elected official, department head or employee or former elected official, department head or employee of **Buyer**, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 **Buyer**.

(2) 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 **Buyer**, or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

APPROVED BY COMMISSIONERS COURT ON THIS THE ____ DAY OF _____ 2017.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

SELLER:

By: _____

APPROVED AS TO FORM
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney



EXHIBIT "A"

**REQUEST FOR BID (RFB)
PROCUREMENT PACKET**



EXHIBIT "B"

BID PAGE



EXHIBIT "C"

CERTIFICATE OF INSURANCE