

WILLIAMSON COUNTY PURCHASING DEPARTMENT 301 SE INNER LOOP - SUITE 106 GEORGETOWN, TEXAS 78626

http://www.wilcogov.org/purchasing

INVITATION FOR BIDS

PHARMACEUTICALS AND SUPPLIES FOR WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

BID NUMBER: 11WCA059

BIDS MUST BE RECEIVED ON OR BEFORE: June 7, 2011 - 1:30 PM

BIDS WILL BE PUBLICLY OPENED: June 7, 2011 - 2:00 PM

BID SUBMISSION

<u>DEADLINE</u>: Bids must be received in the Purchasing Department on or before 1:30pm on Tuesday, June 7, 2011. Bids will be publicly opened at 2:00 pm or soon thereafter in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

<u>METHODS</u>: Sealed bids may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Brenda Fuller, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.*

<u>FAX/EMAIL</u>: Facsimile and electronic mail transmittals will not be accepted.

BID REQUIREMENTS

SUBMITTAL: TRIPLICATE: Bids are to be submitted in triplicate (1 original complete bid set and 1 copy of the bid set; 1 CD with bid set). The bid sets should be marked "original" or "copy". A "bid set" consists of the COMPLETED AND SIGNED Bid Form and any other required documentation. All copies should have the same attachments as the original.

<u>SEALED:</u> All bids must be returned in a sealed envelope. Bidder's name, address, bid name, number, opening date and time should be clearly marked on the outside of the envelope. <u>If an overnight delivery service is used</u>, the bidder's name, address, bid name, number, opening date and time should be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County may require bidder to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5)

years. Include name of firm, address, telephone number and name of representative.

<u>LEGIBLITY</u>: Bids must be legible and of a quality that can be reproduced.

<u>FORMS</u>: All bids should be submitted on the forms provided in this bid document. Changes to bid forms made by bidders may disqualify the bid. Bids cannot be altered or amended after submission deadline.

<u>LATE BID</u>: Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

<u>RESPONSIBILITY</u>: It is expected that a prospective bidder will be able to affirmatively demonstrate bidder's responsibility. A prospective bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required:
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

AWARD

THIRTY DAYS: Awards should be made approximately thirty (30) days after the bid opening date. Results maybe obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. A primary, secondary, and/or tertiary award <u>may</u> be made for this bid. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County. In determining the overall best bid, the County may exercise either (or both) of the following options granted to local government's under the Texas Local Government Code.

Option 1 – TLGC § 271.905. This option allows the County to consider a bidder's principal business location in determining the overall lowest and best bid.

Option 2 – TLGC § 271.907. This option allows the County to evaluate bids and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the bidder should provide information in narrative form indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

<u>CONTRACT</u>: This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

<u>CONTRACT ADMINISTRATION</u>: Under this contract, Cheryl Schneider, Animal Shelter Director, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

<u>CONTRACT PERIOD(S)</u>: The Initial Contract Period is Date of Award through June 30, 2012. Possible extensions include:

July 1, 2012 through June 30, 2013 July 1, 2013 through June 30, 2014

CONTRACT EXTENSIONS: At the end of the contract period, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-eight (38) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

BID CONTACTS

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM on Tuesday, June 1, 2011**. Every effort will be made to answer questions as soon as possible with an email response.

All submitted questions with their answers will be posted to the Williamson County portal,

http://wilco-online.org/ebids/bids.aspx
If you do not have access to email or internet please call the Purchasing contact below.

PURCHASING CONTACT:

Brenda Fuller 301 SE Inner Loop – Suite 106 Georgetown, TX 78626 (512) 943-1607 brendafuller@wilcpo.org

TECHNICAL CONTACT:

Cheryl Schneider 1855 SE Inner Loop Georgetown, TX 78626 (512) 943-3597 cschneider@wilco.org

MISCELLANEOUS

<u>FOB DESTINATION</u>: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

<u>FIRM PRICING</u>: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid

opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the initial contract period. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid.

<u>ESTIMATED QUANTITIES</u>: The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

<u>FUNDING</u>: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court.

<u>SALES TAX</u>: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

<u>DELIVERY</u>: The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

<u>PURCHASE ORDER</u>: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

<u>PAYMENT</u>: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, 943-1558.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendors are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

The Williamson County Conflict of Interest Statement is included as Attachment A of this IFB. This form should be completed, signed, and submitted with your bid.

<u>ETHICS</u>: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

<u>DOCUMENTATION</u>: Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

TERMINATION FOR CAUSE: In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Bidder's bid, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Bidder may be given reasonable time to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

WORKERS' COMPENSATION

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Division of Workers' Compensation requirements.

BID SPECIFICATIONS

Transportation charges are to be included in the unit price, unless otherwise specified.

Samples are to be provided upon request. Requested samples will be provided within five (5) days from date of request.

The County requires at least a one (1) year expiration date on those products with a limited shelf life.

Where a brand name is shown, bid the brand name or equal. If substituting a different brand, identify the brand being bid, notate the product/order number to be used in ordering, and provide with bid a catalog or fact sheet (with pictures preferred). Generics are acceptable provided they are equal to the brand requested.

Notate on bid the product number, stock number, or catalog number to be used when product is ordered and indicate how product is shipped (each, dozen, box, case, etc.).

During the contract period if a product is discontinued, the county is to be notified immediately so substitutions or other arrangements can be made.

The County reserves the right to award the bid per item, per group, or a combination of the two.

The County reserves the right to award a primary, secondary, and/or tertiary vendor.

The County will be reviewing any available shelter discount programs offered by pharmaceutical manufacturers.

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER:

Shipping Address:	Williamson County Regional Animal Shelter Attn: Cheryl Schneider		
	1855 SE Inner Loop		
	Georgetown, TX 78626		

Billing Address: Williamson County Regional Animal Shelter

Attn: Cheryl Schneider 1855 SE Inner Loop Georgetown, TX 78626

Point Of Contact: Cheryl Schneider (512) 943-3597

State o	delivery time after receipt of purchase order
	For exceptions to stated delivery time, list any products and their delivery time:

Delivery time shall be a consideration in the evaluation process.

Awarded bidder is to notify the County immediately if a product is not going to be shipped in time to be received by the County in the above stated time frame.

In the event the primary vendor cannot supply the order in the specified time, the County will move to the secondary vendor for the order. If the secondary vendor cannot supply the order in the specified time, the County will move to the tertiary vendor.

WILLIAMSON COUNTY BID FORM

PHARMACEUTICALS AND SUPPLIES FOR WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

BID NUMBER: 11WCA059

NAME OF BIDDER:	
Mailing Address:	
City:	State: Zip:
Email Address:	
Telephone: ()	Fax: ()
Mobile Phone: ()	
SEE ATTACHED BID SHEETS (PAGES 1 – 5).	
CHECK ONE OF THE FOLLOWING:	
low item basis. (Will accept award on "any or all" items.)	
all or none" basis. (Will accept award of "all" items only. If le	eft blank, low item will apply.)
By signing this form: • The bidder confirms that he/she has read the entire doc • The bidder is acknowledging the Conflict of Interest Cla	
	is authorized to bind the bidder to fully comply with the terms ons, and Special Provisions for the amount(s) shown on the
Signature of Person Authorized to Sign Bid	Date of Bid:
Printed Name and Title of Signer:	

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

RETURN PAGES BEGINNING WITH PAGE 4 THROUGH PAGE 8 WITH YOUR BID PACKAGE AND ALL REQUIRED INFORMATION

BID SPECIFICATIONS

PRODUCT DESCRIPTION DOSE UOM BRAND OR GENERAL WITH GOWLD PER			פוס ארב	CIFICATIONS		
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Abon	Pharmaceuticals					
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Artopian Insectable SA 100cc 1/12 grain 00 m bottle 6 — Anticial Tears crimmen 3.5 gm tube 6 — Bupplicane, 5% — 50 m bottle 2 — Butorpite 10mg 20ml 112 — Cephalesin capsules 250mg 500 bit — 12 — Cephalesin capsules 60mg 500 bit — 6 — — Chipricoparimanino Tab 4mg 1000 bit — 6 — — Cipro (ciprofloxacin) 250mg 100 tab — 6 — — — Cipro (ciprofloxacin) 3% 5 ml — 12 —	•		473ml		4	
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Ciprofloxacin ophthalmic solution					6	
14 ml bit 2						
Clavamox Tab						
Clavarmox Tab		62.5mg				
Clivamycin oral PVL		Ĭ				
Cindamycin oral PVL						
Depomedrol 20mg 10ml 3 3 3 3 3 3 3 3 3		0.09	20 ml			
Department 20mg	•					
Dexamethasone		20mg				
Doxycycline tablets	•					
Doxycycline capsules						
Diazepam						
Diphenhydramine (Benadryl) 50mg/ml 1000 4 2						
Dopram (Doxapram) Inj 20 mg/ml 20 ml 2	•					
Epinephrine						
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Panacure suspension 10% 1000ml 5		10%	1000ml			
Panolog ointment 240 ml 1	•	1.270				

PRODUCT DESCRIPTION	DOSE	UOM	BRAND OR GENERIC WITH PRODUCT #	QUANTITY 12 mo est.	UNIT PRICE	EXTENTED COST PER EACH/BOX/CASE
Penicillin G penject		250ml		3		
Prednisone	20mg	100tab		6		
Pyrantel Pamoate		gallon		6		
Povidine iodine solution		gallon		1		
Quadritrop Ointment		240 ml		6		
Reglan INJ		30ml		3		
Ringers solution/Dextrose		500ml bag		3		
Ringers solution		500ml bag		3		
Rimadyl or generic	25 mg	60 count		1		
Rimadyl or generic	75 mg	60 count		2		
Rimadyl or generic	100 mg	60 count		3		
Propylene glycol USP	99%	gallon		2		
Rutin Powder				2		
Rutin tabs	500mg			24		
Terramycin Opthalmic Ointment		1/8 oz		4		
Torbugesic inj	10 mg/ml	10 ml		10		
Tramadol Inj	50mg/ml	1ml		3		
Tramadol tablets	50mg	500		6		
Valerian Root tabs				24		
Vetalog Parenteral	2mg/ml	25 ml		2		
Vibramycin drops				24		
Vitamin B complex, Inj				2		
Yohimbine (Yobine)	2mg/ml	20ml		6		
Xylazine, 100mg/ml	100mg	50 ml btl		24		
Xylazine, 20mg/ml	20mg	20 ml btl		1		
VACCIINES						
Bordetella Intranasal		25 dose		120		
DA2PP		25 dose		120		
FVRCP		25 dose		120		
Rabies 3yr		50 dose		60		
	1					
TESTS	1					
Canine Heartworm IDEX Snap tests		25 box		120		
Canine Parvo Snap tests	1	5 box		12		
FELV Snap Tests	1	30 box		50		
Fecatect or ova-sol fecal float solution		gallon		3		

TOTAL	\$
•	



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:
Name of Company:
Data
Date:
Signature of person submitting form:
oignature of person submitting form.
Notarized:
Sworn and subscribed before me
by:
on.
on (date)

Williamson County Inner Loop Annex

Address:

301 SE Inner Loop Georgetown, TX 78626

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles



