



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

<http://www.wilcogov.org/purchasing>

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## INVITATION FOR BIDS

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### MEDICAL SUPPLIES FOR WILLIAMSON COUNTY JAIL

**BID NUMBER: 11WCA026**

**BIDS MUST BE RECEIVED ON OR BEFORE: July 20, 2010 – 1:30 PM**

**BIDS WILL BE PUBLICLY OPENED: July 20, 2010 – 2:00 PM**

#### **BID SUBMISSION**

**DEADLINE:** Bids must be received in the Purchasing Department on or before **1:30 pm on Tuesday, July 20, 2010**. 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.

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

**FAX/EMAIL:** Facsimile and electronic mail transmittals will not be accepted.

#### **BID REQUIREMENTS**

**TRIPLICATE:** All bids must be submitted in triplicate (1 original complete bid set and 2 copies of the 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 must have the same attachments as the original.

**SEALED:** All bids must be returned in a sealed envelope with the bidder's name, address, bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bidder's name, address, bid name, number, opening date and time must 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, phone number and name of representative

**LEGIBILITY:** Bids must be legible and of a quality that can be reproduced.

**FORMS:** All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after submission deadline.

**LATE BID:** 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.

**RESPONSIBILITY:** 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. 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 if it shall deem to be in the best interest of Williamson County.

**CONTRACT:** 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.

**CONTRACT ADMINISTRATION:** Under this contract, Kurt Showalter, Financial Manager, Williamson County Sheriff's Office, 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.

**CONTRACT PERIOD(S):** The Initial Contract Period is October 1, 2010 through September 30, 2011. Possible extensions include:

- October 1, 2011 through September 30, 2012
- October 1, 2012 through September 30, 2013

**CONTRACT EXTENSIONS:** At the end of the current fiscal year, 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; and with a price escalation at renewal time each year of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the latest index published one hundred and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) 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  
MEDICAL SUPPLIES FOR JAIL BID

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 Thursday, July 15, 2010**. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

All submitted questions with their answers will be posted and updated on a daily basis to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>

### PURCHASING CONTACT:

Kerstin Hancock  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626  
(512) 943-1546  
[khancock@wilco.org](mailto:khancock@wilco.org)

### TECHNICAL CONTACT:

Capt. Kathleen Pokluda  
306 West 4<sup>th</sup> Street  
Georgetown, TX 78626  
(512) 943-1407  
[kpokluda@wilco.org](mailto:kpokluda@wilco.org)

## MISCELLANEOUS

**FOB DESTINATION:** 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.

**FIRM PRICING:** 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 current fiscal year on September 30, 2011. 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, but for no longer than the current fiscal year.

**ESTIMATED QUANTITIES:** 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.

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2010 thru September 30, 2011 fiscal year.

**SALES TAX:** 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.

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

**PURCHASE ORDER:** 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.

**PAYMENT:** 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, 2008 Vendor's 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>

**ETHICS:** 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.

**DOCUMENTATION:** 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 DEFAULT:** Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall 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

Prices are to be F.O.B. destination (freight included).

Delivery: Individual packages are to be shipped by UPS or FED EX.

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.

Provide a catalog or a fact sheet (with pictures preferred) of all items bid. This will allow for positive identification of items bid.

Where a brand name is shown, bid the brand name or equal. If substituting a different brand (or equal), identify the brand being bid, notate the product/order number to be used in ordering, and provide with bid a written description of the substituted product.

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.

### **WILLIAMSON COUNTY JAIL – MEDICAL SUPPLIES:**

Shipping Address:	Attn: Abigail Dass 306 West 4 <sup>th</sup> Street Georgetown, TX 78626	
Billing Address:	Attn: Toni Mace 508 South Rock Street Georgetown, TX 78626	
Point Of Contact:	Capt. Kathleen Pokluda	512/943-1407

State delivery time after receipt of purchase order\_\_\_\_\_.

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.

**WILLIAMSON COUNTY BID FORM**

**MEDICAL SUPPLIES FOR WILLIAMSON COUNTY JAIL**

**BID NUMBER: 11WCA026**

NAME OF BIDDER: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Mobile Phone: (\_\_\_\_\_) \_\_\_\_\_

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
<b>General medical supplies</b>						
1	60,000 EA	4 X 4 NON-STERILE GAUZE				
2	50 BX	ALCOHOL PREP PADS MEDIUM 200 PACKS PER BOX				
3	20 PKG	CHEM STRIP - 10 TEST STRIPS				
4	5 CS	E.R. LACERATION TRAY SINGLE USE WITH TOOLS				
5	500 EA	INSTANT ICE PACKS 6" X 9"				
<b>Diabetic supplies</b>						
6	10 EA	GLUCOMETER KIT - TRUE TRACK SMART SYSTEM				
7	100 BTL	GLUCOMETER TEST STRIPES - TRUE TRACK SMART SYSTEM				
8	200 EA	INSTANT GLUCOSE - 15 GRAMS/TUBE				
9	50 BX	INSULIN SYRINGE W/NEEDLE 1CC 28GA 1/2INCH				
10	50,000 EA	LANCETS - UNISTICK 2				
<b>Gloves</b>						
11	15,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - SMALL				
12	40,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - MEDIUM				
13	45,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - LARGE				
14	45,000 EA	GLOVES MICROFLEX DIAMOND GRIP, POWDER FREE - XL				

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
<b>OVER-THE-COUNTER DRUGS/MEDICATION</b>						
15	15 BTL	ACETAMINOPHEN 500 MG				
16	20 BTL	ASA 325MG				
17	5,000 EA	ASPRIN, BABY CHEWABLE TABLETS				
18	500 EA	CLOTRIMAZOLE CREAM 1 OZ				
19	10 CS	ENSURE PLUS CHOCOLATE FLAVOR 8-OZ				
20	5 BTL	FOLIC ACID 1 MG				
21	300 EA	HYDROCORTISONE CREAM - 1 OZ TUBE				
22	100 BTL	IBUPROFEN 200 MG				
23	30 BTL	IODOFORM MEDICATED PACKING STRIP ¼ INCH BY 5 YARDS				
24	10 EA	LICTROL SHAMPOO-1 GAL				
25	100 BX	IMODIUM AD 2MG				
26	45 EA	MICONAZOL NITRATE VAG CREAM - 7 2% 45 GM				
27	30 CS	MILK OF MAGNESIA				
28	50 BTL	ONE-A-DAY MULTI-VITAMIN				
29	5 BX	ONE STEP HCG PREGNANCY TEST				
30	200 EA	ORABASE WITH BENZOCAINE 5 MG				
31	2,000 EA	ORAJEL MAX .25-OZ TUBE				
32	2,000 EA	PRENATAL VITAMIN NATALINS-RX				
33	500 EA	TRIPLE ANTIBIOTIC CREAM 1 OZ				
34	400 BX	TUMS/ANTACID				

low item basis. (Will accept award on "any or all" items.)

"all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause; and agrees to follow necessary requirements

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

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**