

# HARRISON COUNTY PURCHASING DEPARTMENT

*Darla Haynes, County Purchasing Agent*

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200 W. Houston St., 1<sup>st</sup>.Floor, Rm. 107, Marshall, Texas 75670, 903.935.8412 office, 903.935.4807 fax

## NOTICE

Notice is hereby given that Requests for Sealed Bids will be accepted by the Harrison County Purchasing Department for BID 2025-02 Term Contract for Pharmaceuticals and Pharmaceutical Supplies for the patients of various Harrison County agencies. These include the Harrison County Indigent Healthcare Recipients and Harrison County Jails. The successful vendor will fill prescriptions at their various retail locations for Harrison County Jail and Indigent Healthcare Recipients. Specifications for this bid may be obtained by emailing [darlah@co.harrison.tx.us](mailto:darlah@co.harrison.tx.us) or by calling the Harrison County Purchasing Department at 903.935.8412

Sealed Bids are to be addressed to the Purchasing Agent with the Bid number and name marked on the outside of the envelope. Bidders shall forward one (1) original written Bid to the address shown below. Late Bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Harrison County Purchasing Department at the time and date below. Bidders are invited to attend the Sealed Bid opening.

<b>BID NAME:</b>	<b>Term Contract for Pharmaceuticals for Harrison County</b>
<b>BID NO:</b>	<b>BID 2025-02</b>
<b>DUE DATE/TIME:</b>	<b>2:00 p.m., March 04, 2025</b>
<b>MAIL OR DELIVER TO:</b>	<b>Harrison County Purchasing Department</b>
	<b>200 West Houston Street, 1<sup>st</sup> Floor, Room 107</b>
	<b>Marshall, Texas 75670</b>

Any questions relating to these requirements should be directed to Darla Haynes, Purchasing Agent, at 903.935.8412.

All interested firms are invited to submit a written Bid in accordance with the terms and conditions stated in this request for Bid.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SEALED BID PACKET.**

Darla Haynes  
County Purchasing Agent  
Harrison County, Texas

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# 1. SEALED BID SUBMITTAL CHECKLIST

Items checked below represent components comprising this Request for Bid (SEALED BID) package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this Bid. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Bidder's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your Bid packet.

- 1. **Cover Sheet -**
- 2. **Table of Contents**  
This page is the Table of Contents
- 3. **Offer and Acceptance Form**  
This page is the Table of Contents
- 4. **General Requirements**  
You should be familiar with all of the General Requirements.
- 5. **Special Requirements/Instructions**  
Provides information you must know in order to make an offer properly.
- 6. **Specifications**  
Contains the detailed description of the product/service sought by the County.
- 7. **Pricing/Delivery Information**  
Used to solicit exact pricing of goods/services and delivery costs.
- 8. **Attachments**
  - a. **Bid Guaranty & Performance Bond Information & Requirements**  
Applies only to certain Bids/proposals. Read carefully and fill out completely.
  - b. **Bid Check Return Authorization Form**  
Applies only to certain forms. Read carefully and fill out completely.
  - c. **Vehicle Delivery Instructions**  
Included only when purchasing vehicles.
  - d. **Minimum Insurance Requirements**  
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
  - e. **Workers' Compensation Insurance Coverage Rule 110.110**  
Applicable for a building or construction contract.
  - f. **Financial Statement**  
When this information is required, you must use this form.
  - g. **Reference Sheet**
  - h. **Other**

## 2. INSTRUCTIONS TO BIDDERS

### **Bid Submission**

Bids must be submitted in complete original form by mail or messenger to the following address:

Harrison County Purchasing Department  
200 West Houston St., 1st Floor, Room 107, Marshall, Texas 75670

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

All Bids shall be sealed in an envelope and plainly marked with the Bid number, and the Bidder's name and address.

Late Bids will not be accepted and will be returned to the Bidder.

All Bids submitted in response to this invitation shall become the property of Harrison County and will be a matter of public record available for review.

### **Preparation of Bids**

The Bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the Bidder.

The Bid shall be legally signed and shall include the complete address of the Bidder.

Harrison County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in Bid prices.

### **Signatures**

All Bids, notifications, claims, and statements must be signed by an individual authorized to bind the Bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the Bidder.

### **Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the Bid document are grounds for deeming a Bid non-responsive and may result in Bid rejection. Harrison County reserves the right to reject any and all Bids and to waive any informalities and minor irregularities or defects in Bids. Bids may be withdrawn in person by a Bidder or authorized representative, provided their identity is made known and a receipt is signed for the Bid, but only if the withdrawal is made prior to the time set for receipt of Bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

**Award**

The Bid will be awarded to the responsible, responsive Bidder(s) whose Bid, conforming to the solicitation; will be most advantageous to Harrison County - price and other factors considered. Unless otherwise specified in this SEALED BID, Harrison County reserves the right to accept a Bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Harrison County. Any Bidder who is in default to Harrison County at the time of submittal of the Bid shall have that Bid rejected. Harrison County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Harrison County, shall be deemed non-responsive and the offer rejected.

In evaluating Bids, Harrison County shall consider the qualifications of the Bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Harrison County may conduct such investigation, as it deems necessary to assist in the evaluation of a Bid and to establish the responsibility, qualifications, and financial ability of the Bidders to fulfill the contract.

Harrison County reserves the right to award this contract on the basis of **lowest and best Bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offer or, and/or to reject any or all Bids.

**Contract**

A response to a Sealed Bid is an offer to contract with Harrison County based upon the terms, conditions, and specifications contained in the SEALED BID. Bids do not become contracts unless and until they are awarded by the Harrison County Commissioner's Court, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the SEALED BID, unless any of the terms and conditions is modified by an SEALED BID Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

**Bid Results**

Bid results are not provided in response to telephone inquiries. A final tabulation will be mailed to all Bidders following Bid award.

**Changes and Addenda to Bid Documents**

Each change or addendum issued in relation to this SEALED BID document will be on file in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of Bid documents. It shall be the Bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all Bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

## Specifications

Unless otherwise stated by the Bidder, the Bid will be considered as being in accordance with Harrison County's applicable standard specifications, and any special specifications outlined in the Bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the Bidder in interpreting the requirements of Harrison County, and should not be construed as excluding Bids on other types of materials, equipment, and supplies. However, the Bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the Bid. Harrison County reserves the right to determine if equipment/ product being Bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the Bid, may be considered non-responsive.

## Delivery

**Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the Bidder, prices Bid will be considered as being based on F.O.B. inside delivery, freight included.**

## Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the Bid opening, in order that a written response in the form of an addendum, if required, can be processed before the Bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

## Currency

Prices calculated by the Bidder shall be stated in U.S. dollars.

## Pricing

Prices shall be stated in units of quantity specified in the Bid documents. In case of discrepancy in computing the amount of the Bid, the **unit price shall govern.**

## Notice to Proceed/Purchase Order

The successful Bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

## Certification

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the Bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

## Definitions

"County" - Harrison County, Texas.

"Contractor" - The Bidder whose written Bid is accepted by Harrison County.

## Minority-Women Business Enterprise Participation

It is the desire of Harrison County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

### **VENDORS OWING TAXES**

Pursuant to TX Local Government Code 262.0276, Harrison County Commissioners Court has adopted a policy, which requires that vendors' taxes be current as of the date bids/Sealed Bids are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Prior to submitting a bid, vendors are encouraged to visit the Tax Office, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Harrison County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids due on or after February 14, 2005.

### 3. OFFER AND ACCEPTANCE FORM

#### OFFER TO CONTRACT

To Harrison County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Request for Bid and any written exceptions in the offer. We understand that the items in this Request for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this Bid, which will result in a binding contract if accepted by Harrison County.

We acknowledge receipt of the following amendment(s): \_\_\_\_\_

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

_____	For clarification of this offer, contact:
Company Name	_____
_____	Name
Address	_____
_____	Phone
City State Zip	Fax
_____	_____
Signature of Person Authorized to Sign	E-mail
_____	
Printed Name	
_____	
Title	

## **4. GENERAL TERMS AND CONDITIONS OF SEALED BID AND TERMS OF CONTRACT**

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

### **Sealed Bids**

#### **Bids**

All Bids must be submitted on the Bid form furnished in this package.

#### **Authorized Signatures**

The Bid must be executed by a person authorized to legally bind the vendor in a contract with Harrison County.

#### **Late Bids**

Bids must be in the office of the Harrison County Purchasing Agent before or at the specified time and date Bids are due. Bids received after the submission deadline shall be rejected as non-responsive.

#### **Withdrawal of Bids Prior to Bid Opening**

A Bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows the Bidder may submit a new Bid. Bidder assumes full responsibility for submitting a new Bid before or at the specified time and date Bids are due. Harrison County reserves the right to withdraw a request for Bids before the opening date.

#### **Withdrawal of Bids After Bid Opening**

Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of Bids unless otherwise stated in the Bid and/or specifications.

#### **Bid Amounts**

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the Bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Harrison County.

## **Exceptions and/or Substitutions**

All Bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If Bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the Bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Harrison County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Harrison County.

## **Alternates**

The Request for Bid and/or specifications may expressly allow Bidder to submit an alternate Bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

## **Descriptions**

Unless otherwise specified, any reference to make, manufacturer and/or model used in the Bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

## **Bid Alterations**

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations or erasures made before opening time must be initialed by the signer of the Bid, guaranteeing authenticity.

## **Tax Exempt Status**

Harrison County is exempt from federal excise tax and state sales tax. Unless the Bid form or specifications specifically indicate otherwise, the Bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the Bid price shall not include taxes.

## **Quantities**

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed **basis**. Bidder is responsible for accurate final counts.

## **Bid Award**

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Harrison County reserves the right to be the sole judge as to whether items Bid will serve the purpose intended. Harrison County reserves the right to accept or reject in part or in whole any Bid submitted, and to waive any technicalities or informalities for the best interest of the County. Harrison County reserves the right to award based upon individual line items, sections or total Bid.

### **Silence of Specifications for Complete Units**

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the Bid price. Vendor may be required to furnish evidence that the service, as Bid, will meet or exceed these requirements.

### **Addenda**

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the Bid opening. Addenda will be distributed to all known recipients of bid documents. Vendors shall acknowledge receipt of all addenda with submission of written Bid.

### **General Insurance Requirements**

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in Bid being declared non-responsive. Non-responsive Bids will not be considered for award.

### **Responsiveness**

A responsive Bid shall substantially conform to the requirements of this Request for Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their Bids in such a manner as to nullify or limit their liability to the contracting entity shall have their Bids deemed non-responsive. Also, Bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive Bids include but shall not be limited to: a) Bids that fail to conform to required delivery schedules as set forth in the Bid request; b) Bids with prices qualified in such a manner that the Bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) Bids made contingent upon award of other Bids currently under consideration.

### **Responsible Standing of Bidder**

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

### **Proprietary Data**

Bidder may, by written request, indicate as confidential any portion(s) of a Bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Harrison County will protect from public disclosure such portions of a Bid, unless directed otherwise by legal authority, including existing Open Records Acts.

### **Public Bid Opening**

Bidders are invited to be present at the opening of the Bids. After the official opening of the Bids, a period of not less than one week is necessary to evaluate Bids. The amount of time necessary for Bid evaluation may vary and is determined solely by the Purchasing Agent. Following the Bid evaluation, all Sealed Bids submitted are available for public review.

## **Performance**

### **Design, Strength, and Quality**

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

### **Age and Manufacture**

All tangible goods being Bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

### **Delivery Location**

All deliveries will be made to the address specified on the purchase order during normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

### **Delivery Schedule**

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the written Bid form.

### **Delivery Charges**

All delivery and freight charges, F.O.B. destination inside delivery shown on Harrison County purchase order, as necessary to perform contract are to be included in the Bid price.

### **Installation Charges**

All charges for assembly, installation and set-up shall be included in the Bid price. Unless otherwise stated, assembly, installation and set-up will be required.

### **Operating Instructions and Training**

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Harrison County. Instructions and training shall be at no additional cost to the County.

### **Compliance with Federal, State, County, and Local Laws**

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Harrison County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

### **OSHA**

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Harrison County for any and all damages that may be assessed against the County.

### **Patents and Copyrights**

The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

### **Samples, Demonstrations and Testing**

At Harrison County's request and direction, Bidder shall provide product samples and/or testing of items Bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following Bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/vendor.

### **Acceptability**

All articles enumerated in the Bid shall be subject to inspection by an officer designated for that purpose by Harrison County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

## **Purchase Orders and Payment**

### **Purchase Orders**

A purchase order(s) shall be generated by the Harrison County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

### **Invoices**

All invoices shall reference the Purchase Order number. Invoices shall reference the Bid item number and a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

### **Funding**

Harrison County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

## **Contract**

### **Contract Definition**

The General Conditions of Requests for Bids and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this Request for Bid shall constitute the complete Bid. This Bid, when duly accepted by Harrison County, shall constitute a contract equally binding between the successful Bidder and Harrison County.

### **Contract Agreement**

Once a contract is awarded, the unit prices offered by the successful Bidder shall remain firm for the term of the contract. **Contract shall commence on April 1, 2025 and continue with a yearly option for up to a four (4) year period.**

### **Change Order**

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Harrison County. No change order will be binding unless signed by the Purchasing Agent of the County and the vendor.

### **Price Re-determination**

A price re-determination may be considered by Harrison County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the Bid price will be an important consideration in the evaluation of the lowest and best-written Bid. Harrison County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

### **Termination for Default**

Harrison 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. Harrison County reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere, and charge the full increase in cost and handling to the defaulting party.

### **Invalid, Illegal, or Unenforceable Provisions**

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **Injuries or Damages Resulting from Negligence**

Successful vendor shall defend, indemnify and save harmless Harrison County and all its 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 vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from SEALED BID award. Successful vendor shall pay any judgment with cost, which may be obtained, against Harrison County growing out of such injury or damages.

### **Interest by Public Officials**

No public official shall have interest in this contract, in accordance with Texas local government code.

### **Warranty**

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**Uniform Commercial Code**

The successful vendor and Harrison County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**Venue**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Harrison, Texas.

**Sale, Assignment, or Transfer of Contract**

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Harrison County.

**Silence of Specifications**

The apparent silence of these specifications as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**Material Safety Data Sheets**

Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Bidder must provide the user department, **with each delivery**, material safety data sheets, which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation will be cause to reject any bid applying thereto.

## 5. SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

### Request for Bid Requirement

Each Bidder should submit as a written Bid for this entire SEALED BID, completed where necessary, for example, the SEALED BID cover sheet, the Price Sheets, etc. Use an envelope, clearly indicating on the outside the Bid-SEALED BID number, Description, and marked "Bid 2025-02". Harrison County shall not be responsible for any effort or cost expended in the preparation of a response to this SEALED BID. All protests should be coordinated through the Purchasing Department prior to award.

### Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Harrison County.

### Payment

Harrison County will pay from **original invoices** only. They must clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges stated on the Written Bid Form that was submitted as a part of the Bid will be considered.

Invoices must indicate Harrison County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices should be mailed to: **Harrison County Purchasing Department, PO Box 2025, Marshall, Texas 75671-2025.**

Vendors shall not deliver products or services as part of this sealed bid without first obtaining a valid purchase number from the Harrison County Purchasing Department. The vendor shall not deliver products or services in excess of those authorized by the Purchasing Department and Harrison County will not be liable for products, services or costs that exceed the amounts specified on the required purchase order.

### Usage Reports

Harrison County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this SEALED BID. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Harrison County, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

## Minimum Insurance Requirements

The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor, which entitles Harrison County to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Harrison County.

The Contractor must provide a certificate of coverage to Harrison County prior to being awarded the contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with Harrison County showing that coverage has been extended.

The County reserves the right to require additional insurance should it deem necessary.

Workers' Compensation (with Waiver of subrogation to Harrison County) Employer's Liability, including all states, and other endorsements, if applicable to the Project.

Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee. Harrison County shall be named as "additional insured" on workers' compensation policy.

Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.

\$300,000 each occurrence Limit Bodily Injury and Property Damage Combined  
\$300,000 Products-Completed Operations Aggregate Limit \$500,000 per Job Aggregate  
\$300,000 Personal and Advertising Injury Limit. Harrison County shall be named as "additional insured" on commercial general liability policy.

Automobile Liability Coverage: \$300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Harrison County shall be named as "additional insured" on automobile policy.

## 6. MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Requirements where applicable. Contact Darla Haynes, Purchasing Agent (e-mail:[darlah@co.harrison.tx.us](mailto:darlah@co.harrison.tx.us) ; phone: 903.935.8412), regarding any questions or comments. Please reference Bid-SEALED BID number 2025-02.

### Scope

The intention of this Harrison County Request for Bid (SEALED BID) is to solicit Bids for a term contract for Pharmaceuticals and Supplies for one year, beginning on the date of award. **Harrison County reserves the right to accept a Bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Harrison County.**

Purchase Orders for janitorial supplies will be released to successful Bidder(s) as required. **Successful Bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER SEALED BIDS ARE NOT ACCEPTABLE.**

### General

Harrison County, Texas is now accepting formal sealed bids to contract for the purchase of prescription medicines for patients of various Harrison County agencies. These include the Harrison County Indigent Healthcare Recipients and the Harrison County Jail Inmates. The successful vendor will fill prescriptions at their various retail locations.

The Bidder agrees and understands that it will be the principal source of supply of pharmaceuticals during the term of the contract. However, Harrison County reserves the right to purchase these products from other sources of supply in case of an emergency or when the vendor is out of stock and it becomes necessary for Harrison County to support its immediate operational requirements.

### Description

All work under this contract shall be performed in accordance with all the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Harrison County. Therefore, the contractor shall, at all times, maintain direct and open communication with the Purchasing Department of Harrison County.

### Samples

When requested, samples shall be furnished free of expense to Harrison County for approval by user department.

### Delivery

All delivery and freight charges are to be included, on the basis of deliveries being FOB destination, inside delivery, unless otherwise specified elsewhere in bid document.

## Contract

This written Bid, when properly accepted by the Harrison County Commissioner's Court, shall constitute a contract equally binding between the successful Bidder and Harrison County. No different or additional terms will become a part of this contract.

## General Specifications

**CATALOGS** - It is mandatory that each Vendor submits, with their bid, two (2) copies of the most current published catalog, available. Bids received without catalogs will be disqualified.

**PRICES** - The prices for an individual medication may fluctuate during the tenure of this agreement, however, the margin above the average wholesale, the discount from the AQP and the dispensing fee, per prescription filled, shall remain constant.

**COMPUTER CAPABILITY** - Each Vendor must have the capability of tracking, through a computerized system, patient profiles, to determine, at any time, the eligibility and or approval, of a patient, for County benefits.

The successful Vendor's representative(s) will work with various County personnel to assure quick processing, delivery and payment.

**RECORDS** - Each Vendor must provide on an "as needed" basis an accurate and comprehensive listing of each patient serviced, all medications prescribed and received, all charges in detail, including, but not limited to, total medications, over-the-counter medications, jail medications, the prescribing physician and the dates the services were provided.

**REVIEW OF COSTS** - Periodically and upon request by the County, the Vendor must provide an overall review of the services provided and the associated costs.

**"LEAST COSTS" MEDICATION** - Upon the recommendation of the attending physician, and if at all possible, the Vendor shall provide the least costs or least expensive medication available, be it a generic substitute or name brand drug.

**INVOICES** - All invoices are to be addressed to the Harrison County Purchasing Department, PO Box 2025, Marshall, Texas 75671-2025.

***Bid responses must be submitted on this bid form. Only responses, which include specific brand names, unit prices and quantities, shall be considered valid.***

All pharmaceuticals, chemicals and drugs provided under this contract must conform to the standards set by the Federal Food and Drug Administration and the latest editions of the US Pharmacopoeia, the National Formulary, or the American Medical Association's publication.

Supplier must hold approved New Drug Applications (NOA) or Abbreviated New Drug Application (ANDA) for all products.

All products must be packaged in a manner that will afford reasonable protection against moisture and contamination at all times. Items must be furnished in manufacturer's original unopened package or container.

Unless exceptions are made, all shipments of pharmaceutical products, which incur expiration dates, must have a minimum of one-year dating as of delivery.

Award, if any, will be made to the responsive and responsible Pharmaceutical Supplier submitting the best bid. Harrison County shall have the discretion to award this bid to the best bidder as deemed in the best interest of Harrison County, even if that bidder is not the lowest bidder. **Harrison County also reserves the right to award this bid to multiple vendors.**

***For pharmaceuticals required by the Harrison County Jail, the bidder shall make available all pharmaceuticals for delivery or pickup within a 24-hour period from the time the order is placed. It is understood that Harrison County prefers delivery by the vendor however; arrangements can be made for the pickup of pharmaceuticals only from vendors located within the City limits of Marshall. Harrison County will not be assessed any delivery fees in these such instances.***

***For pharmaceuticals required for the Indigent Healthcare Recipient Program, it is understood that the recipients will pick up all required pharmaceuticals from the vendor to which the award was made.***

# BID FORM

## BASE BID "A"

### Providing Pharmaceuticals & Pharmaceutical Supplies for Harrison County Indigent Healthcare Recipients

***Failure to complete this form will result in the rejection of your bid.***

Having read and understood the terms and requirements of this bid document, we the undersigned hereby propose to furnish and fill all prescription medications for Harrison County from the following catalogs and or manufacturers and at the following discounts in order to provide the least costs available to Harrison County.

Using the "least costs method", from the various methodologies listed below, please submit a bid, to fill prescriptions, for Harrison County, at the lowest possible price. If you have another methodology to submit, which would save Harrison County additional dollars, please write it in on this form. Thank you.

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Example Only: AWP from our catalog less 10%, plus a \$7.93 dispensing fee per prescription or, our usual and customary price, plus a \$7.93 dispensing fee per prescription.

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<u>Base Price Costs Method</u>	<u>Plus (+)</u>	<u>(\$) Dispensing Fee Per Prescription</u>
AWP from our catalog less (-) a ___ %		\$ _____
Our usual and customary price		\$ _____
Texas Medicaid EAC list price		\$ _____
BCBS or PCS MAC list price		\$ _____
Other Methodology _____		
Other Methodology _____		

Using the "least costs method" which you are submitting in your bid, please calculate the costs for the following drugs, to Harrison County.

Meloxicam 15 mg. ct. 30 \$ \_\_\_\_\_ Metformin Hydrochloride 1000 mg. ct. 60 \$ \_\_\_\_\_

Tramadol HCl 50 mg. ct. 30 \$ \_\_\_\_\_ Nexium 40 mg. ct. 30 \$ \_\_\_\_\_

Cyclobenzaprine 10 mg. ct. 30 \$ \_\_\_\_\_ Omeprazole 40 mg. ct. 30 \$ \_\_\_\_\_

Amlodipine Besylate 10 mg. ct. 30 \$ \_\_\_\_\_

I have attached the mandatory one (1) copy of the most current published catalog, available.

CATALOG ATTACHED: Yes\_\_\_ No\_\_\_

# BID FORM

## BASE BID "B"

### Providing Pharmaceuticals & Pharmaceutical Supplies for the Harrison County Jail Inmates

***Failure to complete this form will result in the rejection of your bid.***

Having read and understood the terms and requirements of this bid document, we the undersigned hereby propose to furnish and fill all prescription medications for Harrison County from the following catalogs and or manufacturers and at the following discounts in order to provide the least costs available to Harrison County.

Using the "least costs method", from the various methodologies listed below, please submit a bid, to fill prescriptions, for Harrison County, at the lowest possible price. If you have another methodology to submit, which would save Harrison County additional dollars, please write it in on this form. Thank you.

Example Only: AWP from our catalog less 10%, plus a \$7.93 dispensing fee per prescription or, our usual and customary price, plus a \$7.93 dispensing fee per prescription.

Base Price Costs Method	Plus (+)	(\$) Dispensing Fee Per Prescription
AWP from our catalog less(-) a ___ %		\$ _____
Our usual and customary price		\$ _____
Texas Medicaid EAC list price		\$ _____
BCBS or PCS MAC list price		<del>\$</del> _____
Other Methodology _____		
Other Methodology _____		

Using the "least costs method" which you are submitting in your bid, please calculate the costs for the following drugs, to Harrison County.

Meloxicam 15 mg. ct. 30      \$ \_\_\_\_\_      Metformin Hydrochloride 1000 mg. ct. 60      \$ \_\_\_\_\_

Tramadol HCl 50 mg. ct. 30      \$ \_\_\_\_\_      Nexium 40 mg. ct. 30      \$ \_\_\_\_\_

Cyclobenzaprine 10 mg. ct. 30      \$ \_\_\_\_\_      Omeprazole 40 mg. ct. 30      \$ \_\_\_\_\_

Amlodipine Besylate 10 mg. ct. 30      \$ \_\_\_\_\_

I have attached the mandatory one-(1) copy of the most current published catalog, available.

CATALOG ATTACHED: Yes,    No\_\_\_

## 8. VENDOR REFERENCES

*Failure to complete this form will result in the rejection of your bid.*

Please list at least three (3) companies or governmental agencies (preferably a municipality) that you are currently doing business with and have been doing business with, on a regular basis, for the past twelve-(12) months where the same or similar products and/or services as contained in this specification package were recently provided.

**THIS FORM MUST BE RETURNED WITH YOUR BID.**

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### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

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### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: ..... Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

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### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

What type of organization is your company? Please check all that apply or add a description if necessary. Dealer \_\_ Retailer \_\_ Manufacturer's Rep. \_\_ Wholesale \_\_ Other \_\_\_\_\_

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Please list the names, address and phone number of all of the sales and service representatives that your company has located in the Texas area.

Name	Address	Phone Number

From what address and phone number will invoices be processed and mailed?

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Do you have any retail outlets in the Harrison County area? If so, please list them and their addresses.

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## 9. SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Harrison County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** \_\_\_ **No** \_\_\_

This written Bid shall remain in effect for ninety- (90) days from opening date and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this written Bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Bid, Conditions of Request for Bid, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this written Bid in collusion with any other Bidder, and that the contents of this written Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this written Bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to Bid or not to Bid thereon.

_____ Bidder (Entity Name)	_____ Signature
_____ Street & Mailing Address	_____ Print Name
_____ City, State & Zip	_____ Date Signed
_____ Telephone Number	_____ Fax Number
_____ E-mail Address	