



Bid Documents for
PRESCRIPTION DRUGS
FOR
COMAL COUNTY JAIL INMATES

Comal County, Texas

BID # 2014-102

COMAL COUNTY INVITATION TO BID COVER SHEET

The enclosed INVITATION TO BID (ITB) and accompanying documents are for your convenience in submitting a bid for the enclosed referenced products and/or services for COMAL COUNTY.

IMPORTANT BID DATES:

DUE DATE: DECEMBER 4, 2014 AT 2:00 P.M., CST
OPENING DATE: DECEMBER 4, 2009 AT 2:00 P.M., CST

Bidder shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.

RETURN OFFER TO:

ADDRESS:
RAMONA WOMACK, CPPO, CPPB
COUNTY PURCHASING DIRECTOR
GOODWIN BUILDING
1297 Church Hill Drive
NEW BRAUNFELS, TEXAS 78130

Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

COMAL COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this ITB which may have influenced your decision to "No Offer". If your response to this ITB is a "No Bid" response, please complete the Statement of No Bid in this ITB and submit.

Any prospective bidder/offeror desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the bid/offer opening. The request must be addressed to Ramona Womack, County Purchasing Director, at the address stated above or faxed to (830) 608-2031. Any information given to a prospective bidder/offeror concerning this solicitation will be furnished promptly to all other known prospective bidders/offerors as a written amendment/addendum to the solicitation. Comal County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Bidder/Offeror's responsibility to verify the issuance of Addenda in regard to this Bid/Offer. All Addenda shall be submitted to all known bidders/offerors and shall be posted on the Comal County Purchasing Website http://www.co.comal.tx.us/PUR_BIDS.htm. Comal County shall not be responsible for failed internet connections or power interruptions.

Ramona Womack, CPPO, CPPB
County Purchasing Director
Comal County
1297 Church Hill Drive
New Braunfels, Texas 78130

COMAL COUNTY BID PAGE/BIDDER CERTIFICATION

Name Brand _____

Generics _____

Special Discounts/Pricing Programs on commonly used medications _____

**Include literature and all pertinent information pertaining to special programs.*

*Please complete pricing here, and in section III of the contract on page 13.

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. # (Company or Corporation)

SOCIAL SECURITY # (Individual)

TELEPHONE NUMBER

FACSIMILE NUMBER

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

E-MAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Comal County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE

DATE

Typewritten or Printed Name

Title

***This page must be page 1 of the bid, or the bid may be rejected.**

TERMS & CONDITIONS

The parties, Comal County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") and _____ (hereinafter referred to as "Vendor," "Offeror," or "Bidder"), hereby agree upon the following terms and conditions.

1.1. Bids are solicited for furnishing Prescription Drugs for Comal County Inmates as per specifications in this invitation to bid.

1.2. Complete bids shall be received in the Comal County Purchasing Department, 1297 Church Hill Dr., New Braunfels, Texas 78130 no later than 2:00 P.M. on December 4, 2014. Bids will be opened at 2:00 P.M. on December 4, 2014 in the Comal County Purchasing Office, 1297 Church Hill Dr., New Braunfels, Texas. Bids will be awarded December 23, 2009 in Commissioners Court (hereinafter referred to as "Commissioners Court"), 199 Main Plaza, New Braunfels, Texas.

Bids which are received after the specified time and date will not be considered and will be returned to the bidder unopened. Bids must be in the possession of the Purchasing Agent by the time and date indicated above. The County will not be responsible for mail or delivery charges, or for charges associated with preparation of bid or bid materials.

When sent by mail, Federal Express, Express Mail, or other delivery service, sealed bid shall be enclosed in an additional envelope clearly identified on outside as a bid to County with bidder's name and address, bid name, and bid date and time. It is the sole responsibility of the bidder to ensure timely delivery of bid. The bid is timely delivered when it is actually received by the Purchasing Office on or before the "DUE DATE." County will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Bidder. You may call the Comal County Purchasing Office at 830-643-5850 to see if your response has been received. If there is any doubt, you are encouraged to deliver your package in person.

NOTE: The Time-Date Stamp Clock located in the Comal County Purchasing Office, will serve as the **OFFICIAL CLOCK** for the purpose of verifying the date and time of receipt of bids.

1.3. Items listed on Bidder's checklist must be returned in a sealed envelope, marked with bid title, bid number and opening date. General conditions and specifications may be kept by the bidder.

1.4. Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the Purchasing Department and the approval of the Commissioners Court.

1.5. The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

1.6. **TERM OF CONTRACT:** Offeror will furnish the required services and products at the price quoted and commission offered, and will not raise the prices for the twelve (12) month contract period, January 1, 2015 to December 31, 2015.

1.7. OPTION TO RENEW: This contract may be extended provided all terms and conditions, except for the contract period being extended or any price redetermination as authorized elsewhere in this contract, remain unchanged and in full force and effect. Option, if exercised, to be executed in the form of a Modification/Supplemental Agreement, to be issued not sooner than ninety (90) days prior to expiration of this contract, nor later than the final day of the contract period. This Option to Renew requires the mutual agreement in writing signed by both parties. Refusal by either party to exercise this Option to Extend shall require this contract to expire on the original or mutually agreed date. The normal extension period shall be in one (1) year increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of five (5) years.

1.8. The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the county.

1.9. INS invoices shall be sent directly to: INS Health Services, 1220 L. Street, NW, PMB 468, Washington, DC 20005-4018. USM invoices shall be sent directly to: U.S. Marshals Service, Western District of Texas, 655 E. Durango, Suite 235, San Antonio, TX 78206. Invoices not pertaining to INS or USM shall be sent directly to the Comal County Auditor, 150 North Seguin, Suite 201, New Braunfels, Texas 78130. Invoices billed to the Comal County Auditor's Office will be processed after notification that all materials have been delivered satisfactorily and no unauthorized materials have been delivered. The County may elect to pay invoices with a procurement card.

1.10. Continuing 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 supplies which are unsatisfactory. The County may give vendor 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.

1.11. Quantities indicated in the bid are estimated based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustment in the price.

1.12. The extension of this contract as provided above is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, vendor may elect to terminate this agreement, with no additional liability to the County. County and vendor agree that termination shall be vendor's sole remedy under this circumstance.

1.13. The bid award shall be based on, but not necessarily limited to the following factors:

- A. Rate of discount on **Redbook® average** wholesale price;
- B. Special needs and requirements of Comal County, hours of operation, location, etc;
- C. Additional discount programs offered by vendor;
- D. Comal County's evaluation of vendor's ability;
- E. Vendor's past performance record with Comal County or any Texas county
- G. Unit Price/Total Price;
- H. Results of testing samples (if needed);
- I. Delivery; and

J. Availability of Pharmacist.

1.14. All bids inclusive of pricing shall remain firm for acceptance for a period of ninety (90) days from opening date unless otherwise specified by Comal County.

1.15. Prices bid shall reflect the full Specifications/Statement of Work as defined per the ITB documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Bidder must include all incidental costs in his pricing. Comal County will not provide or allow for parking or travel reimbursements for the bidder's employees. Bidder's offices, administration and/or place of business will not be on Comal County premises and will be the bidder's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Comal County, resulting from this ITB, shall be and remain employees of the Contractor, not Comal County. It is understood and agreed that the bidder is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the bidder's employees and or equipment during the course of the Contract.

This ITB in no manner obligates Comal County or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be bid, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Comal County and may be terminated at any time prior to the signing of a Contract.

Comal County will not be liable for any costs incurred by the bidder in preparing a response to this ITB. Comal County makes no guarantee that any goods and/or services will be purchased as a result of this ITB, and reserves the right to reject any and all bids. All bids and their accompanying documentation will become the property of Comal County.

The bidder is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at bidder's risk.

1.16. ETHICAL CONDUCT: The bidder shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or director of Comal County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

The bidder affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

1.17. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and

5. Be otherwise qualified and eligible to receive an award.

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

1.18. Bidder/Offeror must provide any and all warranty terms and conditions. Bidder/Offeror Terms & Conditions are subject to the review and approval of Comal County. In the event of conflicting Terms & Conditions, the terms submitted in the solicitation package shall prevail. Bidder/Offeror must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

1.19. The vendor shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work.

1.20. All insurance requirements, including workmen's compensation and liability, as outlined in Texas state statutes, shall be met prior to any services rendered and shall remain in effect during the time of this contract. Payments shall not become due and payable until such certificates have been filed.

1.21. HAZARDOUS SUBSTANCES: State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

1.22. If the bid is accepted and approved by Commissioners Court then this bid becomes the contract and there are no oral agreements either expressed or implied. No different or additional terms will become part of this contract with the exception of a change arising.

1.23. The parties herein agree that this Contract shall be enforceable in Comal County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Comal County, Texas.

1.24. This Contract shall be governed by and construed on accordance with the laws of the State of Texas and all applicable Federal Laws.

1.25. This Contract embodies the complete agreement of the parties hereto, superceding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

1.26. The vendor shall indemnify and hold harmless the County and its duly appointed officers, agents and employees for all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of vendor's officers, agents or employees.

1.27. If a court of competent jurisdiction determines that any term of this agreement is invalid or unenforceable to any extent under applicable law, the remainder of this agreement (and the application of this agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

1.28. This Contract shall not be assignable by the vendor without prior written consent of County. This agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties to this agreement.

1.29. If the vendor defaults in the performance of this contract or materially breaches any of its provisions, County shall have the right to terminate this contract by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.

1.30. INTERLOCAL PARTICIPATION: It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having or entering into an interlocal agreement with Comal County.

It is further understood, that any other governmental entity that elects to use a Comal County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

1.31. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid and addressed as follows:

For the COUNTY:

Comal County, Texas
C/O County Judge
199 Main Plaza
New Braunfels, Texas 78130

With Copy to Purchasing Agent:

Comal County Purchasing Agent
178 E. Mill
New Braunfels, Texas 78130

For the VENDOR:

Fax (_____)_____

Any notices served by fax shall be deemed to have been given and received only when written confirmation of the receipt of such fax has been received by the sender. Any party hereto may, at any time by giving fifteen (15) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

1.32. No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.

1.33 This ITB, along with the Contract, submitted documents, and negotiations, when properly accepted and awarded by Comal County Commissioners Court shall constitute a contract equally binding between the successful Bidder and County. No different or additional terms will become a

part of this contract with the exception of a Change Order. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

1.34 The County does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

II. SPECIFICATIONS

Comal County's average expenditure for inmate pharmaceuticals is approximately \$125,000.00 annually.

2.1 Orders placed made by 5:00 p.m. Monday – Friday must be delivered to the Comal County Jail within twenty-four hours.

2.2 Emergency medication must be delivered to the Comal County Jail within two (2) hours of order placement.

2.3 The vendor may not limit an order or shipment of an order with a "minimum dollar amount".

2.4 Upon request, the vendor will provide a report of items purchased on this contract at no charge to Comal County.

2.5 Material Data Sheets must be provided as required to comply with law.

2.6 Pharmacist must be on call twenty-four (24) hours a day, seven (7) days a week for emergency orders.

2.7 Pharmacist must be available to periodically visit facility to review drugs on hand.

III. SPECIAL PROVISIONS

Extended totals and/or the sum of all extended totals will be used for evaluation purposes. Where there is an error in the extension of prices, the unit shall govern. Vendors shall take due care when extending prices

- 3.1. All drugs must be packaged so as to be protected from damage due to normal shipping and handling and the elements.
- 3.2 Prescriptions must be appropriately labeled showing the drug name, dosage, and quantity in container, expiration date, and special instructions that may apply.
- 3.3 Vendor must state on all invoices the complete description of the drug, NDC number, quantity per prescription, unit price, and the extended price per item. The County does not guarantee to purchase any minimum quantity.
- 3.4 In the event the Vendor is unable to furnish any item in accordance with Sections 1.1 and 1.2 of this agreement due to any reason any reason beyond the Vendor's control, the County reserves the right to purchase these items from the source of its choice without causing this contract to be canceled and without any penalty to County.
- 3.5 Vendor will be required to notify the Comal County Jail (Nurse on duty) in the event of unforeseen delay in the delivery of an order. In the event an order will not arrive at the Comal County facility within the designated time, Comal County shall have the right to refuse acceptance of the order.

Successful Vendor must be capable of supplying above criteria for auditing purposes.

**It is not the intent of Comal County to limit or restrict bids, but to establish a desired level of quality, service and performance.*

Pharmaceutical Services Agreement

Contract No. 2014-102

WHEREAS, The attached bid package including but not limited to **Cover Sheet, Terms and Conditions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Comal County Commissioners Court as the governing body of Comal County did on _____, 20____ award a contract to _____, Vendor for furnishing the materials, equipment, supplies, and/or services in quantities and at prices as set forth in the above-attached bid package; and

THEREFORE, Knowing all men by these present, that this contract is entered into by Comal County, Texas, a political subdivision of the State of Texas (hereinafter called "County") and the undersigned Vendor (hereinafter called "Pharmacy," "Vendor," "Bidder," or "Offeror").

WITNESSETH

THAT IN ACCORDANCE with the above attached bid package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the equipment, materials, and supplies/services were delivered in good condition, and (3) services contracted for the County have been satisfactorily performed.

Prior Agreements Superseded

This Contract, with the entire bid package, including but not limited to the Cover Sheet, Terms & Conditions, Specifications, Bid Sheet(s), and any required supporting literature, brochures, and/or data sheets or samples, incorporated herein constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

In consideration of the premises and the mutual covenants, promises, and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the two parties agree as follows:

I.

County agrees to pay pharmacy the Average Wholesale Price as published in the most current **Redbook® less:**

_____ for Name Brand

_____ for Generics

Pharmacist will follow state medical pharmacy guidelines.

_____ Special Discounts/Pricing Programs on commonly used medications

**Include literature and all pertinent information pertaining to special programs.*

II.

Pharmacy will bill the County monthly. County will pay within thirty (30) days of receipt of claim. Pharmacy will bill with the name of prescribing physician, drug name, concentration or strength, quantity, days supply, RX number and the NDC number according to the most recent **Redbook®** publication. Each claim will also include the name and complete address of the pharmacy. Comal County will pay up **Redbook®** amount.

III.

County and pharmacy agree to be HIPAA compliant. Electronic billing must be password protected or encrypted.

IV.

Pharmacy agrees to maintain and make inspection available to the County and/or the Texas Department of State Health Services upon request, consistent with personal; privacy and subject to the limitation of HIPAA and state law, any and all records necessary to document pharmacy's provision of services to each individual eligible resident under this agreement.

V.

The parties agree that the pharmacy shall be an independent contractor and not an employee of the County under this agreement and that pharmacy shall purchase and maintain such professional liability insurance as will protect it from any claims arising out of an incident to the services provided by the pharmacy under the provisions of this agreement. The Pharmacy shall be

solely responsible for providing its own Professional Liability Insurance Coverage in the amount of Two Million Dollars (\$2,000,000), and will furnish the County with a copy of the policy.

VI.

This Contract, with the entire bid package, including but not limited to the Cover Sheet, Terms & Conditions, Specifications, Bid Sheet(s), and any required supporting literature, brochures, and/or data sheets or samples, incorporated herein constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.

VII.

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at New Braunfels, Texas, effective as of the date awarded above, if any.

VENDOR

COMAL COUNTY

BY: _____ BY: _____
AUTHORIZED AGENT PURCHASING AGENT

******Failure to sign the Contract page(s) may disqualify the bid from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court.*****

VENDOR REFERENCE INFORMATION SHEET (PRINT)

VENDOR FIRM/BIDDER:

By: _____
AUTHORIZED AGENT TITLE

ADDRESS: _____
STREET ADDRESS AND /OR P.O. BOX NO.

CITY STATE ZIP CODE

PHONE: _____ FAX: _____

REFERENCES

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED:

1. COMPANY NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

2. CONTACT NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

3. CONTACT NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____



COMAL COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Comal County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Comal County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

Historically Underutilized Businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned, and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Comal County.

Businesses include firms, corporations, sole proprietorships, vendors, supplier's contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provisions that require competitive bidding for many items valued at greater than \$50,000.

III. POLICY GUIDELINES

COMAL COUNTY BID 2014-102
PRESCRIPTION DRUGS FOR COMAL COUNTY JAIL INMATES

- A. Comal County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services shall not discriminate on the basis of race, color creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- B. Comal County will use and recognize the State of Texas Historically Underutilized Business certification process in conjunction with the implementation of this policy. The County may recognize other agencies certifications processes recognized by the State of Texas. Comal County reserves the right to review the certification status of any vendor applying to do business with the County. The review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
 - 1. Target goals should consider:
 - a. The availability of HUB firms within the specific category of goods or services to be procured; and
 - b. The diversity of the County's population.
 - 2. The goals should be reviewed and amended periodically.
 - 3. The program may apply to all County procurements including construction and professional services.
 - 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
 - 5. Commissioners Court will use good faith efforts to meet the goals of this policy.
- D. Comal County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - 1. Utilize the State of Texas Historically Underutilized Business vendor database.
 - 2. Advertise bids on the County's website and in the local newspaper.
 - 3. Provide bid notice to minority Chambers of Commerce within Comal County, if applicable.

- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively search the State Comptroller's HUB vendor list in the quotation process for purchases under the statutory bid limit.
- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Office shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Director shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
 - 4. Any complaints and/or recommendations regarding the implementation of this policy will be received and reviewed by the HUB Officer. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioner's Court regarding any irregularities or misrepresentations of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.

COMAL COUNTY

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Comal County's bid process. The Purchasing Office will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The County recognizes the certifications of the Texas Comptroller of Public Accounts Historically Underutilized Business Program. All companies seeking information concerning DBE certification are urged to contact The Texas Comptroller of Public Accounts at 800-531-5441, extension 3-6958 or 512-463-6958. If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE _____ FAX _____

E-MAIL _____

Indicate all that apply:

_____ Minority-Owned Business Enterprise

_____ Women-Owned Business Enterprise

_____ Disadvantaged Business Enterprise

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of person who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship.		
_____ Name of Officer		
This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
D. Describe each employment or business relationship with the local government officer named in this section.		
4		
_____ Signature of person doing business with the governmental entity		_____ Date

Adopted 06/29/2007

COMAL COUNTY STATEMENT OF NO BID

If bidder is not bidding on the goods and/or services as stated in this ITB, please complete and return this form to:
Comal County Purchasing, Attn: Ramona Womack, 1297 Church Hill, New Braunfels, Texas, 78130.

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a bid response for the following reason(s) [please check all that apply]:

- Specifications too "restrictive," i.e., goods offered by our company do not meet stated specifications.
- Specifications unclear (please explain below).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the ITB.
- Our schedule would not permit us to perform.
- Can not meet insurance requirements.

Remarks: _____

COMAL COUNTY BIDDER/OFFEROR'S AFFIRMATION

This sheet must be completed, signed, and returned by Bidder/Offeror

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Offeror affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.

2. Bidder/Offeror hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to §262.076 (a) of the Texas Local Government Code, Bidder/Offeror, hereby affirms that Bidder/Offeror:
(Please check all that are applicable)

_____ Does not own taxable property in Comal County.

_____ Does not owe any ad valorem taxes to Comal County or is not otherwise indebted to Comal County.

If any additional information is required regarding these requirements, please contact The Comal County Purchasing Department PRIOR to execution.

Bidder/Offeror Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

BIDDER HELPFUL CHECKLIST

Check off each of the following as the necessary action is completed

- ___ 1. The Vendor Certification has been signed.
- ___ 2. The Contract is completed and signed.
- ___ 3. The price extensions and totals have been checked, if applicable.
- ___ 4. Any required drawings or descriptive literature have been included.
- ___ 5. The Comal County HUB Policy has been signed and included.
- ___ 6. Any addendums have been signed and are included.
- ___ 7. Conflict of Interest Questionnaire has been signed and included.
- ___ 8. Bidders Affirmation Page has been completed and included.
- ___ 9. The mailing envelope has been addressed to:

Ramona Womack, CPPO, CPPB
Comal County Purchasing Director
1297 Church Hill Dr.
Suite 203
New Braunfels, Texas 78130

- ___ 11. The envelopes have been sealed and marked with (a label has been provided for your convenience):

RFP Title
RFP Number
Opening Date
Opening Time

**COMAL COUNTY
RETURN LABEL**

*******LATE BIDS CAN NOT BE ACCEPTED*******

<u>SEALED INVITATION TO BID</u>	
ITB#:	2014-102
OPENING DATE:	DECEMBER 4, 2014
OPENING TIME:	2:00 P.M. C.S.T.
ITB DESCRIPTION:	PRESCRIPTION DRUGS FOR COMAL COUNTY JAIL INMATES
<i>DATED MATERIAL – DELIVER IMMEDIATELY</i>	

PLEASE CUT OUT AND AFFIX THE ITB LABEL ABOVE TO
THE OUTER MOST ENVELOPE OF YOUR RESPONSE.

*******LATE BIDS CAN NOT BE ACCEPTED*******