



Proposal Documents for
INDIGENT HEALTH CARE PHARMACEUTICALS
FOR
COMAL COUNTY

Comal County, Texas

Proposal # 040-2010-320

COMAL COUNTY PROPOSAL #040-2010-320
INDIGENT HEALTH CARE PHARMACEUTICALS FOR COMAL COUNTY



Comal County Purchasing

1297 Church Hill Dr.
New Braunfels, TX 78130
(830) 643-5850

Ramona Womack, Director of Purchasing

November 18, 2010

Comal County spends approximately \$245,000.00 on pharmaceuticals annually for its Indigent Health Care participants. As required by law, the County must competitively solicit for certain items which cost the county in excess of \$50,000.00 per year.

If you are interested in responding to provide these services, please review the Request for Proposal package and return the requested information to the Comal County Purchasing Department on or before the opening date.

Respectfully,

Ramona Womack,
Purchasing Director

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**Comal County
Purchasing**
1297 Church Hill Dr.
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Due Date: December 7, 2010, 11:00 A.M.
Opening Date: December 7, 2010 2:00 P.M.
Present/Award Date: December 16, 2010

THE PROPOSAL OFFER SHEETS MUST BE ATTACHED TO THIS PAGE.

Vendor 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 15.1, et seq.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Offeror, and that the contents of this proposal as to price, terms or conditions of said proposal have not been communicated by the undersigned nor by any employ or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Legal Name of Contracting Company

Contact Person

Title

Mailing Address

City and State

Zip Code

Phone Number

Fax Number

Signature

Print Signature

E-Mail Address

****This page must be page one (1) of the proposal, or the proposal may be rejected.****

**II. COMAL COUNTY
OFFEROR CERTIFICATION**

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

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

III. 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" or "Offeror"), hereby agree upon the following terms and conditions.

1.1. Proposals are solicited for Indigent Health Care Pharmaceuticals for Comal County as outlined in the specifications this Request for Proposal (RFP).

1.2. Complete RFP's shall be received in the Comal County Purchasing Department, 1297 Church Hill, New Braunfels, Texas 78130 no later than 11:00 A.M. on December 7, 2010. RFP's will be opened at 2:00 P.M. December 7, 2010 in the Comal County Purchasing Office. RFP's will be awarded December 16, 2010, in Comal County Commissioners Court (hereinafter referred to as "Commissioners Court").

RFP's must include one (1) original and two (2) copies. The original RFP must be clearly marked "ORIGINAL" and contain all original signatures.

RFP's which are received after the specified time and date, will be returned to the Offeror unopened in accordance with state law. RFP's 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 RFP or RFP materials.

When sent by mail, Federal Express, Express Mail, or other delivery service, sealed RFP's shall be enclosed in an additional envelope clearly identified on outside as a RFP to County with Offeror's name and address, RFP name, and RFP date and time. It is the sole responsibility of the Offeror to ensure timely delivery of RFP. The RFP 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 Offeror. You may call the Comal County Purchasing Office at (830)643-5850 to see if your response has been received.

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 RFP's.

1.3. Please return the RFP package in a sealed envelope, marked with RFP title, RFP number and opening date.

1.4. RFP's may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Offeror guaranteeing authenticity. After the official opening, RFP's may not be amended, altered, or withdrawn without the recommendation of the Purchasing Department and approval of Commissioners Court. All RFP's become the property of the County and will not be returned to the Offeror.

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

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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, 2011 to December 31, 2011. The contract amount will remain the same as the accepted RFP amount throughout the contract period.

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 of 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 RFP's submitted and to waive any technicalities for the best interest of the County when awarding to the most qualified Offeror.

1.9. Invoices shall be sent directly to the Comal County Auditor, 150 North Seguin, Suite 201, New Braunfels, Texas 78130. Payments 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 procurement cards.

1.10. Continuing non-performance of the Offeror in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for supplies/services, which are unsatisfactory. 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 RFP are estimated based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual need without any adjustments in the RFP price.

1.12. All proposals inclusive of pricing shall remain firm for acceptance for a period of thirty (30) days from opening date unless otherwise specified by the County.

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

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

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

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

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

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

1.14. ETHICAL CONDUCT: The offeror shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or director of the 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 offeror 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.

1.15. 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, offeror may elect to terminate this agreement, with no additional liability to the County. County and offeror agree that termination shall be offeror's sole remedy under this circumstance.

1.16. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: A prospective Offeror must affirmatively demonstrate Offeror's responsibility. A prospective Offeror 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 Offeror's ability to meet these minimum standards listed above.

1.17. If the RFP is accepted and approved by Commissioners Court then this RFP 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.

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1.18. The Offeror 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.

1.19. Payment shall not constitute an acceptance of the item(s) contained in this RFP, nor impair the County's right to inspect any of its remedies.

1.20. The price to be paid by the County shall be that contained in the Proposal Form, which the Offeror warrants to be no higher than Offeror's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.

1.21. County reserves the right to select evaluation methods deemed most appropriate. Each RFP will be evaluated on a case-by-case basis, regardless of any previous evaluation method.

1.22. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specific article or material shall be understood as descriptive, not restrictive.

1.23. Title and Risk of Loss of goods, supplies, equipment, or services shall not pass to County until County actually receives and takes possession of the goods, supplies, equipment, or services at the point(s) of delivery.

1.24. The Offeror agrees that the goods, equipment, supplies, or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the Offeror to any customer for such goods, equipment, supplies, or services. The Offeror shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of the County. The Offeror warrants that the product sold to the County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970.

1.25. All insurance requirements, including Worker's Compensation, General Liability, and all applicable insurance as outlined in Texas State Statutes, shall be met, and on file, prior to any delivery or 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.

1.26. 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 a court of competent jurisdiction in Comal County, Texas.

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

1.28. This RFP, 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 Offeror 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.

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1.29. The offeror 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 offeror's officers, agents or employees.

1.30. 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.

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

1.32. If the offeror 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.

1.33. 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
1297 Church Hill Dr.
New Braunfels, Texas 78130
With Copy to Purchasing Agent:

Comal County Purchasing Agent
1297 Church Hill Dr..
New Braunfels, TX 78130

For the OFFEROR:

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.

1.34. 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.

IV. SPECIFICATIONS

2.1. STATEMENTS OF OBJECTIVES – The purpose of this proposal will be to select a vendor which will provide prescription drugs for the Indigent Health Care (IHC) in Comal County.

- 2.1.1. Provide no more than three (3) prescription drugs per month, for no more than a 30-day supply to each person who is an eligible resident under the County's IHC program.
- 2.1.2. Services will be provided in-store; no delivery fees will be paid by the County.

2.2. MINIMUM VENDOR REQUIREMENTS

- 2.2.1 Provide free glucose meters: County will pay for test strips for these meters for our diabetic clients as well as other diabetic supplies prescribed. (This does NOT count as one of the three (3) medications, but in addition to.)
- 2.2.2 Provide Clinical Programs such as Step Therapy, Clinical Review, etc.
- 2.2.3 Provide any additional medications over the three to covered clients at their own expense, but at the county contracted rate
- 2.2.4 On-line client enrollment by CIHCP staff with the ability to print our own ID cards.
- 2.2.5 Electronic billing import capability
- 2.2.6 Real time access by CIHCP staff to daily Average Wholesale Price (AWP) for any drug, as well as historical costing data for individual drugs.
- 2.2.7 Broad access by CIHCP staff to a wide range of data to manage clients' pharmaceutical utilization and associated costs, as well as the ability to develop tailored reports.
- 2.2.8 Formulary control by CIHCP staff of group/individual CAP levels, drug restrictions.
- 2.2.9 Ability for CIHCP staff to manage short-term case by case formulary changes at the individual client or group level.
- 2.2.10 PAP software to assist in client access to programs for free medications.
- 2.2.11 Vendor will pass on any eligible rebates to Comal County.

2.3 PRICING INFORMATION & SPECIAL PROGRAMS

- 2.3.1 Traditional or Transparent Pricing Method – Please explain which method you are using and include any pertinent information.
- 2.3.2 Brand – AWP less %
- 2.3.3 Generic-AWP less %, MAC or UAC
- 2.3.4 Diabetic supplies
- 2.3.5 Special Programs offered for commonly used generic medications
- 2.3.6 Clinical Programs such as Step Therapy
- 2.3.7 List of Pharmacies in Network – Exclusive, Limited, or Broad
- 2.3.8 All fees, including administrative, dispensing, claims processing and clinical programs.

V. INFORMATION REQUESTED FROM OFFERORS

Each submittal shall contain all the items listed below. Incomplete submittals may be rejected in technical review by the Evaluation Committee.

A. **Letter of Transmittal**

1. Briefly state your understanding of the services being requested.
2. Give the names of the persons authorized to make representations for your company, their titles, addresses, telephone numbers, and fax numbers.

B. **Title Page** - Show the subject, name of your company, address, telephone number, fax number, e-mail address, and name of contact person and date.

C. **Table of Contents** - Include a clear identification of the material by section and page number.

D. **Profile of Proposing Company**

1. State whether the firm is local, regional, national.
2. Briefly describe the firm's experience in providing the services being requested.
3. Give the location(s) of the office(s) which will provide the service to the County. Identify the individuals, and provide copies of a professional degree or certification for whoever will provide services offered in the proposal response.
4. Provide a list of five (5) references familiar with the firm's capability to deliver the services requested for similar projects. Include contact numbers, phone numbers and a description of the services provided.

E. **Response to RFP**

1. Include a response addressing information requested in RFP.

F. **Insurance**

1. Selected Offeror will be required to provide insurance certificates for liability, workman's compensation, auto, and professional liability or errors and omissions insurance.
2. It is the sole responsibility of the successful Offeror to provide the required Certificates to the Comal County Purchasing Office, 1297 Church Hill Dr., New Braunfels, TX 78130.
3. Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the Comal County for their adequacy as to form, content, form of protection, and providing company.

VI. EVALUATION CRITERIA AND SELECTION

The award of this contract shall be made to the responsible Offeror, whose qualifications are determined to be the highest evaluated offer resulting from negotiation, taking into consideration the importance of the evaluation factors set forth below:

- 50% - Pricing: Type and actual pricing/rebate package
- 20% - Software Capabilities
- 10% - Technical support for CIHCP staff
- 10% - Customer Service for CIHCP staff and clients
- 10% - Past performance with any Texas County, Hospital Districts, or governmental agency.

Qualifications will be reviewed and ranked by the Evaluation Committee. Oral interviews *may* be conducted with the top firm(s) as selected by the committee. Any expenses of attending an on-site interview or responding to any information requests are not reimbursable by Comal County and are at the sole discretion of the Offeror.

Comal County reserves the right to reject any and all qualifications submitted and to waive any informality in qualifications received. The County also reserves the right to request additional information from Offerors. The award will be made to the firm which, in the opinion of the County, is the best qualified to assist the County in accomplishing its objectives. The County reserves the right to negotiate a contract with the selected Offeror.

Qualifications will be received and publicly acknowledged in the Purchasing Office at the date and time stated in this RFP. The qualifications shall be received and acknowledged only so as to avoid disclosure of the contents to competing Offerors and shall be kept secret during negotiations. However, all qualifications shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the statement of qualifications and identified by Offeror as such.

VII. CONTRACT

STATE OF TEXAS COUNTY OF COMAL COUNTY

WHEREAS, The attached RFP package including the **Cover Sheet, Instructions, and Specifications**, for the item(s) being published for competitive RFP, 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 RFP 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 "Vendor").

WITNESSETH

THAT IN ACCORDANCE with the above attached RFP 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 RFP 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 Commissioners Court have been satisfactorily performed.

Prior Agreements Superseded

This Contract, with the entire RFP package and RFP response, incorporated herein including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreement 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 TESTIMONY WHEREOF: Witness our hands at New Braunfels, Texas, effective as of the date awarded above, if any.

VENDOR

COMAL COUNTY

BY: _____
AUTHORIZED AGENT

BY: _____
PURCHASING AGENT

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

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/Offeror, 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/Offeror (Signature) _____ Date _____

Bidder/Offeror (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 _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

**VENDOR REFERENCE INFORMATION SHEET
(PRINT)**

REFERENCES

LIST FIVE (5) GOVERNMENTAL AGENCIES WHERE THESE SERVICES 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: _____

STATEMENT OF NO OFFER

If Offeror is not bidding on the goods and/or services as stated in this RFP, please complete and return this form to: Comal County Courthouse, Purchasing Department, 178 East Mill Street, New Braunfels, TX 78130.

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a RFP 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 RFP.
- _____ Our schedule would not permit us to perform.
- _____ Can not meet insurance requirements.

Remarks: _____

