



## INVITATION TO BID – PHARMACEUTICALS FOR INMATES

Bid No. 18-3910

**BID NUMBER 18-3910  
PHARMACEUTICALS FOR INMATES  
(PRESCRIPTION DRUGS, INDIVIDUAL PRESCRIPTIONS AND BULK PRESCRIPTIONS)**

**MARCH 1, 2018 – FEBRUARY 29, 2020  
THIS CONTRACT IS FOR A TWO (2) YEAR PERIOD,  
WITH TWO (2) POSSIBLE TWO-YEAR EXTENSIONS  
(SUBJECT TO SECOND AND SUBSEQUENT YEAR FUNDING).**

**OPENING DATE: 2PM – TUESDAY, JANUARY 30, 2018**

**SEALED BIDS, SUBJECT TO THE BID DOCUMENTS HERETO ATTACHED,  
FOR PHARMACEUTICALS FOR INMATES (PRESCRIPTION DRUGS, INDIVIDUAL PRESCRIPTIONS AND BULK PRESCRIPTIONS) ARE  
BEING ACCEPTED.**

**BY SUBMITTING A BID, VENDOR HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS OF THE BID DOCUMENTS, AND TO ALL  
TERMS AND CONDITIONS OF THE CONTRACT.**

\_\_\_\_\_  
Legal Name of Contracting Company

\_\_\_\_\_  
Federal I.D. # (Company or Corporation)

\_\_\_\_\_  
Social Security # (Individual)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address *(Notifications will be sent to this email address)*

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Title

\_\_\_\_\_  
Complete Mailing Address

\_\_\_\_\_  
City & State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Complete Street Address

\_\_\_\_\_  
City & State

\_\_\_\_\_  
Zip

## SCOPE

The purpose of this Invitation to Bid is to solicit bids for Pharmaceuticals and Supplies for inmates of the Guadalupe County Jail. The Guadalupe County Jail housed an average of 350+ County inmates per day during the previous twelve month period.

The County also houses Federal and other entities (county/city) inmates. Population for these groups vary, but averages about 50+ inmates per day during the previous twelve month period. (Note: these populations must be billed directly to each entity and generally number from four (4) to eight (8) entities per month.)

The maximum bed capacity for the Guadalupe County Adult Detention Center (County Jail) is 598 beds including twenty-four (24) beds in the infirmary.

The Law Enforcement Center, which houses the Adult Detention Center (County Jail), is located at 2617 N. Guadalupe Street, Seguin, Texas 78155.

The Guadalupe County Adult Detention Facility is staffed by five (5) Licensed Vocations Nurses (LVN) and four (4) Medical Assistants to dispense medications. The facility is also serviced by a Jail physician who makes regular visits to the facility and is available on an on-call basis.

The Bidder agrees and understands that it will be the principal source of supply of pharmaceuticals during the term of the contract. However, the 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 the County to support its immediate operational requirements.

## BID SUBMISSIONS

**VENDOR INSTRUCTIONS:** Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

**DEADLINE / BID OPENING:** Bids must be received in the County Judge's office prior to **2:00 pm on Tuesday, January 30, 2018**. Bids will be publicly opened at 2:00 pm or soon thereafter in the Guadalupe County Commissioners' room, Guadalupe County Courthouse, 101 East Court Street, Seguin, Texas 78155. ***Late bids will not be accepted under any circumstances!***

**LATE BIDS:** Bids received after submission deadline will not be opened and will be considered void and unacceptable and will be returned to the bidder unopened.

Guadalupe County is not responsible for lateness of mail, courier service, etc.

**ADDRESS:** Sealed bids may be hand-delivered or mailed to the County Judge Kyle Kutscher, Guadalupe County Courthouse, 101 East Court Street Room 319, Seguin, Texas 78155.

**SUBMITTAL:** Completed Bids, original and three (3) copies, must be in a sealed envelope clearly marked with "PHARMACEUTICALS FOR INMATES", "BID NUMBER 18-3910", and "JANUARY 30, 2018 at 2 PM" written in the lower left-hand corner of the envelope containing the bid.

### **PROPRIETARY INFORMATION**

Proprietary information, if any, submitted to Guadalupe County in response to this Bid should be identified as such. Any information identified as proprietary will be handled in accordance with the provisions of the Texas Open Records Public Information Act as it applies to such information.

**METHODS:** All bids must be returned in a sealed envelope with the bid name, number, opening date, and time clearly marked on the outside. **If an overnight delivery service is used**, the bid name, number, opening date, and time must be clearly marked on the outside of the delivery service envelope. Facsimile and electronic mail transmittals are not acceptable.

### **WITHDRAWAL OR ALTERATIONS OF BID**

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 County Auditor and the approval of the Commissioners' Court.

**TAX EXEMPT STATUS:** GUADALUPE County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed a separate contract for Texas tax purposes, and as such, the County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this agreement. Vendor is to issue its Texas Resale Certificate to contractors and subcontractors for such items qualifying for this exemption, and further, vendor should state these items at cost.

### **BID REQUIREMENTS**

**COMPLETED BID:** A completed bid means an original bid and three (3) copies must be submitted of each of the following:

- Vendor Identification (page 1)
- Bid Submission Form (page 12)
- Contract page (page 13)
- Affidavit (page 14)
- The Israel Boycott Statement (page 15)
- Conflict of Interest Questionnaire (page 16)
- IRS W-9 Request for Tax Payer Identification and Certification (page 18)
- References of similar work performed (page 19)
- Proof of current CLASS A PHARMACY PERMIT and a valid PHARMACIST LICENSE to practice in the State of Texas.

Each of these must be COMPLETED AND SIGNED. The contract will be binding only when signed by the County Judge, Guadalupe County.

### **ESTIMATED BID CALENDAR**

The following anticipated dates are for planning purposes only. These dates are subject to change and are provide as a reference, so that Bidders are aware of the scheduling constraints associated with this bid.

Invitation to bid issued	January 9, 2018
Due date for inquiries	January 19, 2018, 2:00 p.m. (Central Standard Time)
Due date for bids	January 30, 2018, 2:00 p.m. (Central Standard Time)
Estimated award date	February 6, 2018

### **ADDENDA AND EXPLANATIONS**

**Inquiries** concerning this Invitation to Bid must be submitted no later than Friday, January 19, 2018 at 2:00 p.m. (Central Standard Time). All inquiries should be directed to the County Auditor:

Guadalupe County Auditor's Office  
Attn: Kristen Klein  
307 W. Court, Suite 205  
Seguin, Texas 78155  
(830) 303-8862  
[kris@co.guadalupe.tx.us](mailto:kris@co.guadalupe.tx.us)

*Note: It is the responsibility of the person submitting the inquiry to verify that the County has received inquiry.*

Explanations required by a prospective bidder shall be requested of the County Auditor in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each bidder. Any verbal statements regarding same by a person prior to the award shall not be authoritative and or binding. Addenda issued to bidders prior to date of receipt of bids shall become part of the contract documents, and all bids shall include the work described in the Addendum. Inquiries after the due date noted above will not be given consideration.

### **ACKNOWLEDGEMENT OF AMENDMENTS**

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose, or by letter. The acknowledgement must be

received by Guadalupe County by the time and at the place specified for receipt of bids.

LEGIBILITY: Bids must be legible and of a quality that can be reproduced. All bid submissions must be typed or printed in ink.

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

GOVERNING FORMS: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Guadalupe County's interpretation shall govern.

#### LATE BIDS

Bids received after submission deadline will not be opened and will be considered void and unacceptable. Guadalupe County is not responsible for lateness of mail, courier service, etc.

#### RESPONSIBILITY

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, and
4. Be otherwise qualified and eligible to receive an award.

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

### **AWARD**

CONTRACT PERIOD: This contract is for the period from March 1, 2018 through February 29, 2020, with two (2) two-year extensions that would require Commissioners Court and Vendor approval for a possible total contract period of six (6) years. This contract is subject to second and subsequent year funding by Guadalupe County Commissioners Court (See Funding Out Clause below.)

FUNDING OUT CLAUSE: Notwithstanding any contrary provision of this agreement, each payment obligation of the County created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for the pharmaceuticals for inmates (prescription and non-prescription drugs). If such funds are not allocated and available, this agreement may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time before such termination. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the County to terminate this agreement in order to purchase pharmaceuticals from another party.

#### LOCAL PREFERENCE

In accordance with Local Government Code §271.905, if a local government receives one or more bids from a bidder whose principle place of business is in the County and whose bid is within three percent of the lowest bid price received by the County from a bidder who is not a resident of the County, the County may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government. This section does not prohibit a local government from rejecting all bids.

CONTRACT AWARD: Criteria utilized by Guadalupe County for determining the lowest responsible bidder includes, but is not limited to, whether the bidder meets the County's published specifications, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor which could reasonably be asserted as being relevant to successful performance.

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

- Rate of discount on average wholesale price;
- Special needs and requirements of the County, hours of operation, location, etc.;
- County's evaluation of vendor's ability to perform, including information from references;
- Vendor's past performance record with County or any Texas county;
- Unit Price/Total Price;
- Results of testing samples (if needed);
- Delivery; and
- Availability of Pharmacist.

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

USE OF STATE CONTRACT: Guadalupe County reserves the right to purchase prescriptions drugs from the State of Texas Comptrollers of Public Accounts Cooperative Purchasing Program (also referred to as the "State contract".)

CONTRACT: This Bid, when properly accepted by Guadalupe County, shall constitute a contract equally binding between the successful bidder and Guadalupe County.

REJECTION OR ACCEPTANCE: It is understood that the Commissioners Court of Guadalupe County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Guadalupe County.

DISQUALIFICATION OF BIDDERS: Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder and the rejection of this bid:

- Evidence of collusion among bidders
- Lack of competency
- Lack of responsibility as shown by past record
- Default on a previous county contract for failure to perform

CONTRACT ADMINISTRATION: Under this contract, Robert Hernandez, Jail Administrator, Guadalupe County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The contract administrator will serve as liaison between Guadalupe County Commissioner's Court and the successful bidder.

FORCE MAJURE: Neither party shall be responsible for delays caused by "Acts of God," non-county governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a program for a solution to the problem and if necessary, to establish an estimated period of time of suspension or extension of the work.

TEXAS HOUSE BILL 89 – PROHIBITION ON INVESTMENT IN COMPANIES THAT BOYCOTT ISRAEL: During the 85<sup>th</sup> Texas Legislative Session, a new state law went into effect with the passing of House Bill 89. This new law prohibits contracts with a company for goods or services unless the contract contains written verification from the company that it 1) does not boycott Israel and 2) will not boycott Israel during the term of the contract.

Prohibition on contracts with companies boycotting Israel per Texas Government Code, Chapter 2270 Definitions:

1. "Boycott Israel" has the meaning assigned by Section 808.001.
2. "Company" has the meaning assigned by Section 808.001.
3. "Government entity" has the meaning assigned by Texas Government Code, Section 2251.001.

Provisions required in Contract: A government entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1. Does not boycott Israel; and
2. Will not boycott Israel during the terms of the contract.

TEXAS SENATE BILL 252 – PROHIBITION ON CONTRACTING WITH A COMPANY DOING BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION: During the 85<sup>th</sup> Texas Legislative Session, a new state law went into effect with the passing of Senate Bill 252. This new law prohibits a governmental entities from contracting with companies engaged in active business operations with Sudan, Iran, or a foreign terrorist organization.

Prohibition on contracts with certain companies per Texas Government Code 2252.151 Definitions:

1. “Company” has the meaning assigned by Section 806.001.
2. “Foreign terrorist organization” means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.
3. “Government contract” means a contract awarded by a government entity for general construction, an improvement, a service, or a public works project for purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Texas Government Code Chapter 2254.
4. “Government entity” has the meaning assigned by Texas Government Code, Section 2251.001.

Section 2252.152 – Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. A government may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.163.

Section 2252.153 – Listed Companies. The Texas Comptroller of Public Accounts shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

### **SPECIFICATIONS**

Guadalupe County is requesting bids for Pharmaceuticals (prescription drugs) for inmates at the Guadalupe County Jail (Brand Name, Generic and Bulk Form Pharmaceuticals *as prescribed by physician*).

**GENERIC PRESCRIPTION DRUGS shall be provided for all orders unless attending physician states “BRAND NAME ONLY.”**

**ON CALL STATUS: Pharmacist must be on call 24 hours a day, 7 days a week for emergency orders.**

ESTIMATED QUANTITIES: The County’s average expenditure, not including third party billings, is approximately \$90,000-100,000/year. This represents approximately 70-120 prescriptions per week.

ORDERING: Orders for pharmaceuticals are usually faxed in to the pharmacy before 7 p.m., Monday through Saturday by the night shift nurse on duty (except in cases of emergency) for delivery Monday through Saturday. (The Saturday order is for delivery on Monday.)

Except in cases of emergency, orders are generally not placed, and delivery is not expected, on Sundays or Holidays.

DELIVERY TIME: Prescription Drugs shall be delivered to the Guadalupe County Jail Facility **within 24 hours** of time order is placed.

DELIVERY: Vendor shall deliver medication to the Guadalupe County Jail located at 2617 N. Guadalupe, Seguin, Texas 78155.

Vendor will be required to notify the Guadalupe County Jail (Staff on duty) in the event of unforeseen delay in the delivery of an order. In the event an order will not arrive at the Guadalupe County facility within the designated time, Guadalupe County shall have the right to refuse acceptance of the order.

PACKAGING: Medication shall be provided in sealed medication cards as individually packed, vacuum-sealed, bubble wrap packaging, or its equivalent. All drugs must be packaged so as to be protected from damage due to normal shipping and handling and the elements.

Bidder must be a FDA-registered repackager to legally stock medications into blister cards or any other packaging that results in a change to the original manufacturer’s packaging.

**ON-LINE COMPUTER ORDERING AND REFILLING PRESCRIPTIONS:** The County currently faxes prescription and refill requests in to the current vendor; and will consider during the award process online ordering of prescriptions and refill.

**eMAR:** The County currently does not use an eMAR (electronic medication administration record) system. However, this would be a consideration during the award of the contract.

**RETURNS:** Credit will be issued on medications, in full or partial cards, at 100% of the amount billed less a minimal restocking fee.

Credit will be requested only for those medications non-controlled tablets or capsules remaining in the original blister packaging provided they are within three (3) months of expiration, have not been released to the inmate population, and are permitted for return by the State Board of Pharmacy and FDA.

**LABELING:** Prescriptions must be appropriately labeled showing the drug name, dosage, and quantity in container, expiration date, and special instructions that may apply.

**COMPLIANCE:** 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.

**QUANTITY/SUPPLY:** The County generally orders prescriptions to cover a seven (7) day supply. The County does not guarantee to purchase any minimum quantity.

**MINIMUM SHIPMENT ORDER (NUMBER OF PRESCRIPTIONS OR DOLLAR AMOUNT):** The Vendor may not limit an order or shipment of an order with a "minimum dollar amount."

**MATERIAL DATA SHEET(S):** Material Data Sheet(s) must be provided as required to comply with the law.

**ONE VENDOR:** This Contract will be awarded to one vendor. Award shall be based on the lowest fee per item for Brand Name and Generic prescription drugs.

**DRUG TOPICS RED BOOK:** Prices will be tied to the average wholesale price as published monthly in the Drug Topics Red Book, or comparable publication.

**THE PERCENTAGE DISCOUNT CANNOT BE RAISED DURING THE CONTRACT PERIOD.**

**PRICES ALL INCLUSIVE:** Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of this contract. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. Bidder must include all incidental costs in his pricing. The 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 County premises and will be the bidder's responsibility. Payment will be based only on bid submission, no additional costs may be added to invoice.

**PURCHASING OUTSIDE CONTRACT:** In the event the Vendor is unable to furnish any item within a reasonable time after order is placed due to 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 cancelled.

**EMERGENCY MEDICATION:** Emergency medication must be delivered to the Guadalupe County Jail within three (3) hours order after the order is placed. (Guadalupe County does have to keep emergency stock for common emergency problems.)

**CLASS A PHARMACY PERMIT:** Vendor must show proof of a current Class A Pharmacy Permit and a valid Pharmacist license to practice in the State of Texas.

**DRUG REVIEWS:** Pharmacist must be available to periodically visit facility to review drugs on hand, be willing to perform drug reviews (using indicators), be available for consultation, and provide in service programs at Adult Detention facility as needed.

## TERMS AND CONDITIONS

**THIRD PARTY-BILLING REQUIREMENT:** This contract shall include prescriptions ordered for inmates boarded by outside agencies at the Guadalupe County Adult Detention Facility. Vendor shall bill these agencies directly and accounts will be set up as needed. This can include U.S. Immigration and Customs Enforcement, Federal Marshal, and other governmental agencies. There can be approximately twenty outside agencies housing inmates in the Guadalupe County Adult Detention Facility.

**ETHICS:** The bidder shall not accept, offer or give gifts or anything of value nor enter into any business agreement with any employee, official or agent of Guadalupe County.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract in accordance with V.T.C.A., Local Government Code §171.002 and §171.003. A conflict of interest questionnaire shall be filled out in accordance with Local Government Code §176.

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted with the bid submission.

**IRS FORM W-9 REQUEST FOR TAX PAYER IDENTIFICATION NUMBER AND CERTIFICATION:** The IRS W-9 Form must be completed, signed and returned with the bid response. More information on this form can be found at the Internal Revenue Service (IRS) website at <https://www.irs.gov/forms-pubs/about-form-w9>.

**CERTIFICATE OF INTERESTED PARTIES (FORM 1295):** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

### Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016;  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), please follow Instructional Video for Business Entities.

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

COST TO PREPARE BID: Costs related to preparation of a response to this bid shall be the responsibility of the Bidder. There is no expressed or implied obligation for Guadalupe County to reimburse Bidder for any expense incurred in submitting or preparing a Bid and Guadalupe County will not reimburse Bidder for these expenses.

TERMINATION FOR DEFAULT: Guadalupe County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder shall be a basis for termination of the contract by the County. The County shall not pay for any commodities/services that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

FORCE MAJURE

Neither party shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a program for a solution to the problem and if necessary, to establish an estimated period of time of suspension or extension of the work.

CANCELLATION OF CONTRACT: Either party may terminate this contract with 60 (sixty) days written notice. Written notice to the County must be sent by certified mail to Arnold Zwicke, Sheriff, Guadalupe County, 2617 N. Guadalupe, Seguin, Texas 78155. Written notice to the Vendor must be sent by certified mail to name and address submitted in the invitation to bid.

COMPLIANCE WITH LAWS:

The successful bidder shall comply with all applicable federal, state and local laws and regulations.

CONFIDENTIALITY: Any material requested to be considered as CONFIDENTIAL in nature must be placed in a separate envelope clearly marked CONFIDENTIAL' proved, such as material will be treated as confidential by the County only to the extent allowable in the Texas Government Code, Chapter 552 of the Public Information Act and except where required by Court with competent jurisdiction to release information. If items are not placed in an envelope and marked CONFIDENTIAL, the County will not be liability for disclosing the information.

CONTACT RESTRICTIONS: Bidders shall not contact any County personnel (including elected and appointed officials), and to include all entities/persons contracted to do business with the County, during the process, other than Kristen Klein, County Auditor, without the express permission from the Office of the County Auditor. Any bidder who has made site visits, contacted personnel, or distributed any literature without authorization may be disqualified. The Office of the County Auditor may initiate discussion with bidders. Discussions may not be initiated by bidders. The Office of the County Auditor expects to conduct discussions with bidder's personnel authorized to contractually obligate the bidder with an offer.

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

INSURANCE: All insurance requirements, including public liability and workers' compensation, as outlined in Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.

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 (or Errors and Omissions Policy)	\$2,000,000
General Liability insurance Coverage	\$2,000,000 Aggregate
	\$1,000,000 Each Occurance

If award the contract, bidder will provide Certificates of Insurance indicating coverages in the amounts stated above. In lieu of submitting a Certificate of Insurance, awarded bidder may submit a statement from an insurance company authorized to conduct business in Texas, and acceptable to Guadalupe County, guaranteeing the issuance of an insurance policy, with the coverage stated

above to the bidder awarded the contract.

The County requires that the bidder awarded the contract maintain in force such insurance as will protect themselves and the County from claims which may arise out of, or result from the execution of, the work whether such execution be by themselves, their employees, subcontractors, or by anyone for whose acts they may be liable.

**Note:** If coverage is written on a claims made basis, a retro date no later than the inception date of the contract (or prior thereto), must be applicable during the term of contract and for at least two years after termination of the contract. Contractual liability coverage must be maintained with respect to the per occurrence limit.

**START OF WORK:** Vendors are not authorized to officially begin work or make delivery until a contract, signed by the proper parties, is executed and a duly authorized purchase order has been issued. Guadalupe County accepts no liability of any kind for products or services furnished and / or delivered without proper authorization.

**INVOICING:** Invoices shall be sent directly to the Guadalupe County Jail, attention Larry Nicholson, 2617 N. Guadalupe Street, Seguin, Texas 78155. Payments will be processed within thirty (30) days after receipt of invoice or items, whichever is later.

Invoices must be itemized. A packing list or invoice shall accompany each shipment and shall show:

- a) Name and address of vendor
- b) Name of receiving department
- c) Inmates name and sheriff's office id number (SO number)
- d) Name and description of the prescription
- e) Prescription Number
- f) Date description dispensed / delivered
- g) Quantity dispensed
- h) Average Wholesale Price
- i) Description of material shipped, including item numbers and quantities
- j) Eleven digit NDC number

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the invoice. Payment inquiries should be directed to the Auditor's Office, Accounts Payable, 830-303-8855.

**COMPUTER CAPABILITY AND RECORDS :** Each vendor must have the capability of tracking, through a computerized system, inmate profiles, to determine, at any time, pharmaceutical prescribed to each inmate. The vendor must provide on an "as needed" basis an accurate and comprehensive listing of each inmate serviced, all medications prescribed and received, all charges in detail, including, but not limited to, total medications, the prescribing physician and the dates the services were provided.

**ASSIGNMENT OF CONTRACT:** The successful vendor may not assign, sell, or otherwise transfer this contract without written permission of the Guadalupe County Commissioners Court.

**VENDOR'S RECORDS:** County shall have access at all reasonable hours, upon reasonable advance notice, to all Vendor's records, customer service cards, and all papers relating to the operation of said Contract with Guadalupe County, Texas. Upon request, the Vendor shall furnish to the County reports of the results of all complaints and investigations received and actions taken by Vendor.

**APPLICABLE LAWS:** Vendor MUST COMPLY with all federal, state, county, and local laws.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement.

**HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold Guadalupe County harmless from all claims for personal injury, death and / or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a

minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

NON-COLLUSION: The Vendor, by submitting a signed bid, certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

ANTI-TRUST LAWS: The Vendor hereby assigns to the County any and all claims for overcharges associated with this contract which arises under the anti-trust laws of the United States, 15, USCA section 1 et seq, and which arise under the anti-trust laws of the State of Texas, Tex. Bus. & Com. Code, section 15.1. et seq.

COST DISCUSSIONS: Prior to the public opening, all bids will remain sealed at the County. During this period, any discussion by any bidder with any employee or authorized representative of the County involving cost information may result in rejection of said bid.

NON-DISCRIMINATION: The Vendor, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin, or disability.

BID SUBMISSION FORM

All bids shall be submitted on the attached Bid Submission Form. Bids not submitted on this form will be disqualified. This is a Competitive Bid - changes shall not be made to the Bid Form. Alterations to this bid form may be cause for rejection.

NOTHING ADDED TO BID

Nothing shall be added to this bid. Unsolicited attachments will be removed and discarded at opening and will have no bearing on the bid, price, specifications or any other terms of the contract.

SUSPENSION, DEBARMENT, AND TERRORISM

Vendor certifies that the vendor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any Federal, State or Local Government Entity and that Vendor is in compliance with the State of Texas Statutes and Rules relating to Procurement and that Vendor is not listed on the Federal Government's Terrorism Watch list in Executive order 13224.

WAIVER OF SUBROGATION: By virtue of acceptance of this contract, both vendor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Guadalupe County as an indirect party to any suit arising out of personal or property damages resulting from vendor's performance under this agreement.

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

**GUADALUPE 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.**

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT.**

## BID SUBMISSION FORM

Guadalupe County is requesting bids for discounts off the current AVERAGE WHOLESALE PRICE (AWP), for all pharmaceuticals whether name brand or generic, individual prescriptions or bulk form pharmaceuticals to be delivered to the Guadalupe County Jail.

**Any dispensing fees shall be figured in your discount, as dispensing fees will not be considered in the tabulation of this bid and could disqualify the bid.**

Please fill in your discount percentage on the following:

% Discount off AWP

**Brand Name Pharmaceuticals (prescription medication)**

\_\_\_\_\_

**Generic Pharmaceuticals (prescription medication)**

\_\_\_\_\_

*Guadalupe County reserves the right to compare charges against your AWP if deemed necessary by the County Auditor.*

Is your pharmacy licensed in the State of Texas? \_\_\_\_\_

Can you fill all classes of controlled medications? \_\_\_\_\_

Will all medications be delivered within 24 hours? \_\_\_\_\_

Does your company have on-line ordering (to fill and refill prescriptions) available? \_\_\_\_\_

As part of this bid, does your company provide an eMAR system? \_\_\_\_\_

\_\_\_\_\_

Does your company allow for the return of unused medications and blister packs? \_\_\_\_\_

Does your company perform quarterly audits by a licensed Pharmacist to ensure all areas are in compliance? \_\_\_\_\_

\_\_\_\_\_

Does your company offer in-service training for County staff? \_\_\_\_\_

\_\_\_\_\_

### **CERTIFICATION OF BID**

The undersigned affirms that they are duly authorized to submit this bid, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

\_\_\_\_\_  
Signature of individual authorized to represent bidding firm

\_\_\_\_\_  
Printed name of individual

\_\_\_\_\_  
Title of individual authorized to represent bidding firm

\_\_\_\_\_  
Name of bidding firm

\_\_\_\_\_  
Date



### ANNUAL CONTRACT

The undersigned agrees, if this bid is accepted, to provide pharmaceuticals (prescription and non-prescription drugs) in accordance with the requirements set forth in this bid document.

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

The undersigned, by his/her signature, affirms and represents that he/she is duly authorized to execute this contract and bind the bidder to fully comply with terms and conditions of the attached documents for the amount(s) shown on the accompanying bid sheets. Further, the undersigned affirms and represents that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

By signing below, you affirm that you have read the entire document and agree to the terms therein.

\_\_\_\_\_  
Signature of Person Authorized to Sign Contract:

\_\_\_\_\_  
Date

Printed Name and Title of Signer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

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

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

E-mail: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

The Commissioners Court of Guadalupe County, Texas does hereby agree to contract for the prescription drugs with \_\_\_\_\_  
\_\_\_\_\_ for the period between March 1, 2016, and February 28, 2018, inclusive, with the possibility of two (2) two-year extensions, in accordance with the requirements set forth in the bid specifications.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

APPROVED:

ATTEST:

\_\_\_\_\_  
KYLE KUTSCHER, COUNTY JUDGE

\_\_\_\_\_  
TERESA KIEL, COUNTY CLERK



**AFFIDAVIT**

STATE OF TEXAS

§

COUNTY OF GUADALUPE

§

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_

\_\_\_\_\_ known to me to be the person whose name is subscribed to the following, who upon oath, says:

*I am the Manager, Secretary or other agent or officer or the principal of the Bidder in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool or combination to control the price of supplies bid on, or to influence any person to bid or not to bid thereon.*

*I further affirm that 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 bid.*

\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath states that the facts contained in the above are true and correct, this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary

Commission expires:

Notary Public in and for \_\_\_\_\_ County, TX

**NOTE: BIDS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED**

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



**ISRAEL BOYCOTT STATEMENT**  
*(must be included with bid response)*

**PHARMACEUTICALS FOR INMATES**  
**BID NO. 18-3910**

By signing below, you affirm that you have the authorization to make this statement for the Company submitting this bid. You affirm that you are fully aware of the facts stated in this statement.

In accordance with Texas Government Code Section 2270.02, this company does not boycott Israel and will not boycott Israel during the term of this contract.

\_\_\_\_\_  
Signature of Person Authorized to Sign Contract:

\_\_\_\_\_  
Date

Printed Name and Title of Signer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



### REFERENCES OF SIMILAR WORK PERFORMED

Please provide three (3) references for similar contracts. References are requested to be provided for contracts similar in nature and size.

---

**Contact Name**

---

**Position**

---

**Entity / Company Name**

---

**Address**

---

**Phone Number**

---

**E-mail Address**

---

**Contact Name**

---

**Position**

---

**Entity / Company Name**

---

**Address**

---

**Phone Number**

---

**E-mail Address**

---

**Contact Name**

---

**Position**

---

**Entity / Company Name**

---

**Address**

---

**Phone Number**

---

**E-mail Address**

## **BIDDER'S HELPFUL CHECKLIST**

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

- ☐ The prices have been checked.
- ☐ The BID SUBMISSION FORM has been completed, signed, dated and included in your bid package. (Page 12).
- ☐ The CONTRACT with the County has been completed, signed, dated and included in your bid package. (Page 13)
- ☐ The AFFIDAVIT signed and notarized and included in your bid package. (Page 14)
- ☐ The ISRAEL BOYCOTT STATEMENT signed and dated and included in your bid package. (Page 15)
- ☐ The CONFLICT OF INTEREST QUESTIONNAIRE (Page 16) has been completed, signed, dated and included in your bid package.
- ☐ The IRS FORM W-9 REQUEST FOR TAX PAYER IDENTIFICATION NUMBER AND CERTIFICATION (Page 18) has been completed, signed, dated and included in your bid package.
- ☐ The REFERENCE FOR SIMILAR WORK FORM (Page 19) has been completed with current contact information provided for references, and has been included in your bid package.
- ☐ Proof of current CLASS A PHARMACY PERMIT and a valid PHARMACIST LICENSE to practice in the State of Texas.
- ☐ The mailing envelope has been addressed to:  
  
County Judge Kyle Kutscher  
Guadalupe County Courthouse  
101 East Court Street Room 319  
Seguin, Texas 78155
- ☐ The mailing envelope contains the original and three (3) copies.
- ☐ The mailing envelope has been sealed and marked:
  - Bid or proposal number
  - Name of the bid or proposal
  - Opening date

**GUADALUPE COUNTY AUDITOR'S OFFICE**  
**WISHES TO THANK ALL VENDORS FOR THEIR PARTICIPATION.**