



REQUEST FOR PROPOSALS

The enclosed *REQUEST FOR PROPOSALS (RFP)* and accompanying documents are for your convenience in submitting an offer for the enclosed reference services for:

RFP# 2022-08

REQUEST FOR PROPOSALS FOR

Pharmacy Services (local pharmacy and/or bulk) and Medical Related Supplies for Gregg County, Texas

**CLOSING DAY AND TIME: Sealed response will be received no later than:
2:00 P.M. CST Thursday, December 09, 2021**

MARK ENVELOPE:

RFP# 2022-08 RX Services

RETURN RESPONSE TO:

*Gregg County Purchasing Office
Attn: Kelli Davis, Purchasing Agent
101 East Methvin Street, Suite 205
Longview, Texas 75601*

QUESTIONS: regarding this solicitation should be directed to Kelli Davis at (903) 237-2686 kelli.davis@co.gregg.tx.us on or before time and date. Information in response to any inquiry may be published as an addendum. Addendums can be found on the Gregg County website www.co.gregg.tx.us on the Purchasing Department page.

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**GREGG COUNTY, TEXAS
REQUEST FOR PROPOSALS
NOTICE OF INTENT**

Issue Date: November 17, 2021 8:30am CST

Title: RFP# 2022-08 Pharmacy Services (local pharmacy and/or bulk) and Medical Related Supplies for Gregg County, Texas

Issuing and Using Agency: Gregg County
Attn: Purchasing Department
Kelli Davis, Purchasing Agent
101 East Methvin, Suite 205
Longview, Texas 75601

Gregg County desires to engage a qualified and experienced Respondent to provide Pharmacy Services and Medical related Supplies for Gregg County. This document is issued in compliance with the County Purchasing Act Texas Local Government Code.

Solicitation documents are now posted on the Gregg County Website www.co.gregg.tx.us on the Purchasing Department webpage. Please click on the ***Current Bids Tab*** to download the RFP document. Only paper responses are allowed for this RFP; facsimiles will not be accepted. Paper documents may also be obtained from the office of the Purchasing Agent.

All documents relating to this Request for Proposal including but not limited to, the RFP document, questions and responses, addenda and special notices will be posted on the Gregg County Purchasing Department website under the ***addendums tab*** and available for download by bidders and other interested parties. ***It is the bidders'/respondents' sole responsibility to review this site and retrieve all related documents prior to the RFP due date.***

PROPOSAL INSTRUCTIONS

Proposal Requirements: Respondents shall send three (3) sets of SEALED proposals: one with original signatures and two copies. Respondent shall also submit one flash drive (jump, thumb) with a copy of their proposal packet downloaded. All shall be sealed and marked RFP# 2022-08 RX services Gregg County, Texas and mailed/hand delivered to the address below by the closing date specified. A facsimile transmission is not an acceptable response to this RFP Process and will not be considered.

**Gregg County Purchasing
Kelli Davis, CPPB, NIGP-CPP
Purchasing Agent
101 East Methvin, St. 205
Longview, Texas 75601**

Sealed Proposals Required: All proposals must be sealed when returned to Gregg County. All proposals must be received in the office of the County Purchasing Agent no later than 2:00P.M.CST, December 09, 2021 (see purchasing office address on page 3)

Addenda – No oral representations as to the meaning of the RFP will be made to any Respondent. Any explanation desired by a Respondent must be submitted in writing. (See questions deadline) Any changes, interpretations, or corrections to this document will be made by addenda. Addendums can be found on the Gregg County website at www.co.gregg.tx.us on the Purchasing Department Page under the tab labeled “Bids/Addendums”.

Public Bid Opening: RESPONSES WILL BE received and publicly acknowledged at the Gregg County Purchasing Department at 101 East Methvin, Suite 205, 2nd Floor Courthouse, Longview, Texas 75601 at 2:00PM CST December 09, 2021. Respondents, their representatives and interested persons may be present; only the names of the vendors who submitted a response will be read aloud – all information will remain confidential until a contract is awarded; if any.

Late bids/proposals: Any responses received after the date and/or hour set for in this RFP document will not be accepted. The late Respondent will be notified and will advise Gregg County Purchasing as to the disposition by either pick up, return at bidder’s expense, or destroyed with written authorization.

Mail & Delivery of bids/proposals/proposals: If responses are sent by mail to the Purchasing Department, the Respondent shall be responsible for actual delivery of the RFP to the Purchasing Department before the advertised due date and time. If mail is delayed either in the postal service or in the internal mail system of Gregg County beyond the date and hour set for the RFP opening, responses thus delayed will not be considered and will be disposed of as authorized.

Questions/Contact Info: Respondents are encouraged to review this entire Request for Proposal Document (RFP). All questions regarding this RFP must be in writing and sent by email to Purchasing Agent Kelli Davis at kelli.davis@co.gregg.tx.us or by fax to 903-237-2682. Contact with other personnel of the county other than the Purchasing Agent regarding the Request for Proposal may be grounds for elimination from the selection process.

DEADLINE TO SUBMIT QUESTIONS IS: 5:00PM CST, November 29, 2021.

Decline to submit response: If no response is to be submitted, do not return the solicitation. A letter should be sent to the Gregg County Purchasing Agent whether future solicitations for the type of supplies/services are desired. Failure of the recipient to notify Gregg County that future solicitations are desired may result in removal of the of recipient from the mailing list for the type of supplies or services.

TERMS & CONDITIONS

Late Proposals:

Gregg County reserves the right to not accept late proposals. Each Respondent is responsible for insuring that responses to this RFP have been delivered by the date, time and to the location as specified in this Request for Proposal Document. The receipt of the responses submitted will be acknowledged as received only, and does not constitute any acceptance by Gregg County as an offer. Documentation will become a part of the Commissioners Court minutes only after selection is made, if any.

Contracting Authority:

Only the Commissioners Court of Gregg County, Texas acting as a body may enter into any type of agreement or contract on behalf of Gregg County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Gregg County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.

Disadvantages Business Enterprise (DBE)

Gregg County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Gregg County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Gregg County.

BAFO:

Gregg County reserves the right to request Best and Final Offers from Respondents including any necessary re-scoring as a result of the Best and Final Offers received.

Cost of Preparation:

Costs of preparation of a response to this request are solely those of the Respondent including but not limited to any expenses incurred for interviews, presentations or negotiations. Gregg County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Gregg County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

Confidentiality during Evaluation Process:

All documents submitted as part of the Respondent's offering will be deemed confidential during the evaluation process.

Rejection of Responses:

Gregg County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within 15 business days after approval of the selection by the Gregg County Commissioners Court.

Ethics/Gratuities:

Gregg County may, by written notice to the Awarded Respondent, cancel any contract without liability to Awarded Respondent if it is determined by Gregg County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent or representative of the Respondent, to any

officer or employee of Gregg County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Gregg County pursuant to this provision, Gregg County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Awarded Respondent in providing such gratuities.

Compliance with RFP terms:

Respondents are cautioned that exceptions to these terms, conditions, and attachments may result in rejection. Any awarded respondent will be expected to execute a contract separate from this document but includes this document as part of the contract.

Confidentiality:

Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Texas Public Information Act. Pricing information is not considered to be confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked “CONFIDENTIAL INFORMATION” and EACH PAGE must be marked “CONFIDENTIAL INFORMATION”. Please be advised that Gregg County cannot and will not make any agreement to withhold information from the public that is contrary to the County’s responsibility under the Act.

Non-responsive / Proposal Rejections:

Proposals may be deemed non-responsive, among other reasons, for any of the following reasons:

1. Proposals containing inconsistencies
2. Unbalanced value of terms
3. Respondents may be disqualified and not considered, among other reasons, for any of the following specific reasons:
 - Reason for believing collusion exists among the Respondents.
 - Reasonable grounds for believing that any Respondent is interested in more than one submission for the work contemplated.
 - The Respondent being interested in any litigation against the county.
 - The Respondent in arrears on any existing contract or having defaulted on a previous contract.
 - Lack of competency as revealed by a financial statement, experience.
 - Respondents shall not owe delinquent property tax in Gregg County.
 - Respondent past performance record with Gregg County.
 - Limited competition.

Non-exclusivity:

Gregg County reserves the right to award one, two or multiple contracts for these services including but not limited to awarding vendors as primary, secondary and tertiary. Gregg County reserves the right to purchase any and all medical related supplies and PPE from approved Cooperative Programs based on price and availability.

CRIMINAL BACKGROUND CHECKS

Criminal background checks will be performed on any Awarded Respondents and employees that will require them to enter/work in any sensitive security areas at any of Gregg County's Facilities. These include, but are not limited to, Gregg County Airport, Gregg County Courthouse, Gregg County Sheriff's Department and/or Gregg County Jails and Gregg County Juvenile.

The following will apply to awarded vendor personnel.

- The successful respondent shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Gregg County property.
- Vendor personnel who perform work on Gregg County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.
- Criminal Background checks conducted by your Respondent may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- Award of a contract could be affected by your Respondents' refusal to agree to these terms. Award could also be affected if your Respondent is unable to supply personnel who can pass a Criminal Background Check. The Criminal Background Check applies to the individual and not the company.

PROPOSED SCHEDULE

This is just a proposed schedule, Gregg County reserves the right to change or extend the dates listed below at any time.

RFP issue date	November 17, 2021
Deadline to submit questions	November 29, 2021 by 5:00pm CST
RFP proposal deadline	December 09, 2021 by 2:00pm CST
Committee evaluations	December 10 – December 17, 2021
Committee Recommend to CC	December 29, 2021
Anticipated Start Date	TBD

***Gregg County reserves the right to request further information and interviews from just one, two, some, or all Respondents.**

SCOPE OF WORK

Purpose: Gregg County is seeking to enter into multiple services contract(s) with qualified pharmacies and businesses to dispense prescription drugs and medical related supplies for the Gregg County Jail, the Juvenile Facility and the Health Department. Submission of an RFP response is entirely voluntary and any and all costs of participation in this process will be the complete responsibility of the Respondent. The publication of this RFP does not guarantee that any award(s) will be made. Gregg County reserves the right to accept or reject any/all of the proposals received, purchase from any State contract and/or inter-local agreement and or award contracts in lump sum or in parts. All contracts must be approved by the Gregg County Commissioners Court. Prices and services will remain the same throughout the contract period.

1. Comply with all of the requirements of the RFP, as well as all State and Federal laws regulating pharmacy operations.
2. Ensure that employees or agents acting on behalf of the Pharmacy/Company comply with all of the requirements of this RFP.
3. Must be able to dispense and deliver prescriptions to the Gregg County Health Department Monday through Friday 8:00am to 5:00pm (excluding holidays).
4. Must be able to dispense and deliver prescriptions 24 hours seven days a week including holidays to and or provide bulk prescriptions to:

Gregg County North Jail
101 West Whaley Street
Longview, TX 75601

Marvin A. Smith Detention Center
197 Floyd Wingo Drive
Kilgore, TX 75662

Gregg County Juvenile Facility
310 Turk Street
Longview, TX 75601

Gregg County Health Department
405 East Marshall, St. 104
Longview, TX 75601

5. Must maintain Patient drug profiles.
6. Must provide counseling and drug information to the patient, or patient's agent, consistent with the rules, limitations, and privileges pertaining to the pharmacy-patient relationship established by the Texas State Board of Pharmacy.
7. Must maintain all records and reports. Such records shall be *retained for not less than three (3) years after the expiration of this Agreement* and shall be available for inspection or audit by Gregg County and as otherwise permitted by law and this agreement.

8. Audit:

- A. Pharmacy shall allow audits related to County's activity to be performed by the County, outside independent auditors and other State or Federal regulatory agencies. The County will make every effort to provide five (5) business days advance notice. The number of audits per year may vary as determined by the County.
- B. By responding to the RFP, the Pharmacy confirms acceptance of County's audit requirements and unrestricted ability for County, or its agents, to obtain all documentation, rebate agreements, fee schedules, etc., consistent with Pharmacy's performance under this Agreement. Pharmacy audits may include, but are not limited to a review of the following:
- a) Pharmacy policy and procedures, including procurement, inventory, dispensing, replenishing, and oversight.
 - b) Components surrounding inventory reconciliation and purchases under the Gregg County account(s).
 - c) Documentation of a prescription or medication order in the medical record associated with date of service.
 - d) Documentation that Rx was written by a qualified provider.
 - e) Documentation that Rx was derived from an eligible location.
 - f) Usual & Customary compliance.
 - g) Patients' complaints.
 - h) Lower than average generic substitution rate.
 - i) High controlled substance percent.
 - j) Percentage use of "Do Not Substitute" indicators.
 - k) Higher than average number of prescriptions per Patient.
 - l) Higher than average days' supply per prescription.
 - m) Compliance with governmental regulations.
 - n) Consultations provided.
 - o) Record retention.
 - p) Expired medications.
- A. Verification of prescription-specific information including:
- a) Patient's first and last name with a middle initial, if applicable.
 - b) Drug name and strength.
 - c) Directions for use.
 - d) Quantity.
 - e) Number of authorized refills.
 - f) Allowance of generic substitution ("Dispense As Written" notation).
 - g) Quality of Service provided to customers.
1. **PRICES-** The prices for an individual medication may fluctuate during the tenure of this agreement, however, the margin above the average wholesale, the discount from the AQP, and the dispensing fee, per prescription filled, shall remain constant. All handling charges are the responsibility of the bidder. Such costs shall be included in the bid price.

2. **COMPUTER CAPABILITY-** Each Respondent must have the capability of tracking through a computerized system, patient profiles to determine at any time the eligibility and or approval of a patient for Gregg County.
3. **RECORDS-** Each Respondent must provide on an “as needed” basis an accurate and comprehensive listing of each patient serviced, all medications prescribed and received, all charges in detail, including but not limited to, total medications, over-the-counter medications, jail medications, the prescribing physician and the dates the services were provided.
4. **REVIEW OF COST-** Periodically and upon request by the County, the Respondent must provide an overall review of the services provided and the associated costs. Respondent should provide a copy of the latest average wholesale price list (AWP), or other published wholesale price list, at no charge for utilization under the bid submitted and every year upon renewal of contract.
5. **“LEAST COST” MEDICATION-** Upon the recommendation of the attending physician, and if at all possible, the Respondent shall provide the least cost or least expensive medication available, be it a generic substitute or name brand drug.
6. **INVOICES-** All invoices are to be addressed to the applicable county agency.
7. The quantities and types of medications listed in the bid represent Gregg County’s estimated requirements. Gregg County will be neither obligated by, nor restricted to, the quantity and types of medications listed. The list is provided for bidding purposes only. Gregg County reserves the right to update the formulary as medical needs dictate. (see Exhibit B)
8. Bid responses should be typed on this bid form. Only responses which include specific brand names, unit prices and quantities, shall be considered valid.

Gregg County Information

Gregg County Jail’s (includes Marvin A. Smith)

Average Daily Population = 675

Estimated Annual Spending on RX approximately \$250,000.00

No Formulary at this time

Gregg County Juvenile

Average Daily Population = 24

Estimated Annual Spending on RX \$3000.00 or less

No Formulary at this time

Gregg County Health Department

Estimated Annual Spending on RX approximately \$100,000.00

No Formulary at this time

PROPOSAL SUBMISSION REQUIREMENTS

Proposal Format:

All proposals must follow the same format. No exceptions to this format will be accepted. To be accepted for evaluation, the proposal format must address all the required components in order.

The aim of the required format is to simplify the proposal preparation and evaluation process and ensure that all proposals receive the same orderly review.

All proposals must include the following components:

Proposal Components:

1. **RFP Instruction Compliance:** Provide a one or two page cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal.

The Cover Letter should include the following

- The name, title, phone number, fax number, email address, and street address of the person in the Respondent's organization who will respond to questions about the proposal
- Highlights of the Respondent's qualifications and ability to perform the project services

All forms must be completed including:

- Proposal Fee Form
- Questionnaire
- Vendor References
- Compliance with Federal and State Laws
- RFP Signature Form
- HB1295 Form

2. **Respondent Profile, Experience:** Provide the following information about your Respondent:

- The Respondent's name, email address, business address, phone number and fax number of company
- Number of years in business
- Number of employees
- The location of the offices that would provide the services
- Experience providing pharmacy services to government agencies
- Experience providing pharmacy services to jails & detention centers
- Provide Pharmacist information and licensure copies
- Bulk supplier experience if submitting to be a bulk supplier

3. **Cost/Questionnaire:** Complete the cost sheet – Exhibit B located in an Excel document.

EVAAULTION CRITERIA AND PROCESS

After public opening of submissions, an evaluation committee will score and rank the returns based on the criteria listed below. After a short list has been determined, the committee may request information, clarifications, presentations or interview some or all of the top ranked Respondents. The evaluation committee will determine the best value offer based on the submitted proposals and will begin contract negotiations after court approval. Gregg County reserves the right at its sole discretion to determine if pursuing any contract negotiations is in the best interest of the County as a result of this RFP.

Presentations

During the evaluation process, Gregg County may at its discretion, request Respondents to make oral presentations. All costs incurred by Respondent for the presentations will be the sole responsibility of the Respondent. After any such presentation, proposals may be evaluated again. Gregg County reserves the right at its sole discretion to determine if presentations are in the best interest of the county and is under no obligation to request presentations from all Respondents.

Request for Information

Gregg County also reserves the right to request additional information or clarifications from Respondent or to allow corrections of errors or omissions as deemed in the best interest of the County. After any retrieval of information or clarifications presentations proposals may be evaluated again. Gregg County reserves the right at its sole discretion to request information, clarifications, presentations and or interviews from respondents. Gregg County and is under no obligation and reserves the right to request information/clarifications/presentations and interview from one, some or all Respondents.

Respondents shall have NO contact regarding this RFP with any known member of the Evaluation Committee, member(s) of the Gregg County Commissioners Court of their staff, or any other Gregg County elected officials or their staff, prior to award. Any contact regarding this RFP, may result in the Respondents' disqualification and removal from consideration by the Gregg County Commissioners Court. Contact may only be initiated by the Gregg County Purchasing Department for purposes of evaluation and clarification.

Approach

The Gregg County Purchasing Department will guide the evaluation of the responses received. An Evaluation Committee will be established to evaluate and score the submitted Proposals. The Evaluation Committee may consist of representatives from various County Departments. The County reserves the right at its sole determination to include additional Department(s), Employee(s), or Contractors(s) in the evaluation of proposals as the County deems necessary.

Vendor Demonstration and Presentations

Respondents with the highest initial scores may be invited to provide a product Demonstration and make a Presentation(s) to the Evaluation Committee. Invited respondents will receive additional direction with the invitations. If selected, Respondents must be able to demo their solution, products and/or services. Respondents must be prepared to give virtual presentations/demos as an alternative to in-person presentations/demos, if requested by Gregg County. Evaluation Scores of the Demonstration and Presentations will be based on the same criteria used for the initial ranking. The Demonstration/Presentation score for these Respondents will override the initial score.

Contract Negotiations

The Gregg County Purchasing Department may conduct contract negotiations along with representatives from Gregg County Departments. The County reserves the right at its sole discretion to determine if pursuing contract negotiations is in the best interest of the County. The County is under no obligation to pursue a Contract.

Best and Final Offer

The Respondents with the highest scores may be invited to prepare a Best and Final Offer for consideration by the Evaluation Committee. Gregg County reserves the right at its sole discretion to determine if pursuing BAFO(s) is in the best interest of the County. The County is under no obligation to pursue BAFO(s). In the event, the County elects not to pursue BAFO(s), Contract Negotiation will be conducted based on the final rankings previously described. Gregg County reserves the right to request Best and Final Offers from Respondents including any necessary re-scoring as a result of the Best and Final Offers received.

Gregg County reserves the right at its sole discretion to determine the process for this proposal evaluation and may elect to accelerate the evaluation process by combining or eliminating any or all of the evaluation phases. Gregg County reserves the right without prejudice to reject any or all proposals to this RFP. Gregg County reserves the right to award one, two or multiple contracts for these services including but not limited to awarding vendors as primary, secondary and tertiary. Gregg County reserves the right to purchase any and all medical related supplies and PPE from approved Cooperative Programs based on price and availability.

Evaluation Criteria

<p>RFP instructions compliance</p> <ul style="list-style-type: none"> • Instructions followed • Cover letter • Forms completed, including: cost form, vendor references, questionnaire compliance with federal and state laws, RFP signature form, conflict of interest, HB1295 	<p>20 points</p>
<p>Respondent Profile, Experience, Delivery Services and or bulk supplier service, and</p> <ul style="list-style-type: none"> • Respondent's name, email address, business address, phone number and fax number • Number of years in business • Number of employees • The location of the offices that would provide the project services • Pharmacist profile and licensure info • Bulk supplier info. if applicable 	<p>35 points</p>
<p>Proposed Cost/Questionnaire</p> <ul style="list-style-type: none"> • Include all fee's associated with this project 	<p>45 points</p>

Required Forms

PROPOSAL QUESTIONNAIRE

1. What is your source for Average Wholesale Price (AWP)?

2. How frequently is your AWP updated?

3. Can the respondent provide services for essential medication on an emergency basis? This includes weekends, holidays and after hours. What are your business hours? Does your Pharmacy have an after hours number/contact? If you are submitting as a bulk supplier – what are the delivery times and fees?

4. Is your pharmacy or business willing to invoice at the current approved rate for indigent prescriptions? Please answer yes or no and please list any other service fees that would be included.

5. What is the location of the Pharmacy that will be providing the services? Please list all locations and addresses if there is more than one.

6. Is your company planning to submit for bulk prescriptions services and not local pharmacy delivery? If so please submit the cost sheet and detail that on this questionnaire

7. **List any and all applicable fees here in top of RX cost?** Dispensing fees? Delivery fees? After hours Fee? Holiday Fee?

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this Bid. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.***

REFERENCE ONE:

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

REFERENCE TWO:

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

REFERENCE THREE:

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

COMPLIANCE WITH FEDERAL AND STATE LAWS

Certification of Eligibility

By submitting a RFP in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities. In the event of placement on list between the time of RFP submission and time of award, the Respondent will notify Gregg County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Verification No Boycott Israel

As required by Chapter 2270, Government Code, the selected firm must verify that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Foreign Terrorist Organizations

Pursuant to Chapter 2252, Texas Government Code, the selected Firm must represent and certify that, at the time of execution of an Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Disclosure of Interested Parties

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business submits a disclosure of interested parties to the governmental entity. By submitting a RFP in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Gregg County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

Signature: _____ **Date:** _____

Name (print): _____ **Title:** _____

RFP SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Statement of Submission becomes the property of Gregg County after the official opening.

The undersigned Respondents the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.

The undersigned agrees, on behalf of Respondent, that if this Statement of Submission is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Scope of Work. The period for acceptance of this Statement of Submission will be (90) calendar days.

The undersigned Respondents that they are duly authorized to execute a contract with Gregg County and that this Statement of Submission has not been prepared in collusion with any other Respondent, nor any employee of Gregg County, and that the contents of this Statement of Submission have not been communicated to any other Respondent or to any employee of Gregg County prior to the official opening of this Proposal.

Respondent hereby assigns to Gregg County 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.

The undersigned Respondents that they have read and do understand the scope of work and any attachments contained in this solicitation. ***Failure to sign and return this form could result in the rejection of the entire submission.***

Signature: _____ **Date:** _____

LEGAL NAME AND ADDRESS OF RESPONDENT:

Name _____ Title _____

Tel. No. _____ Email: _____

Address: _____

COMPANY IS:

Business included in a Corporate Income Tax Return? YES NO

Corporation organized & existing under the laws of the State of _____

Partnership consisting of _____

Individual trading as _____ Principal

offices are in the city of _____

To: Vendors of Gregg County, Texas
From: Kelli L. Davis, CPPB, Purchasing Agent
Re: ***Conflict of Interest Form (CIQ)***

Vendor;

Below, please find link below to a Conflict of Interest Questionnaire. Please complete this form if you have a conflict of interest with any Gregg County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Gregg County Purchasing Department either through RFP return, fax, or email. Please see contact information below.

Gregg County Clerk

Gregg County Courthouse
101 East Methvin, St. 200
Longview, Texas 75601
Ph; 903-236-8430

Gregg County Purchasing Department

Email: purchasing@co.gregg.tx.us
Ph: 903-237-2684
Fx: 903-237-2682

Applicable Law

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Gregg County (County Clerk) no 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, Texas Local Government Code.



Gregg County Purchasing Department
Kelli L. Davis, CPPB Purchasing Agent
101 E. Methvin St., Suite 205, Longview, Texas 75601
Phone (903) 237-2684 Fax (903) 237-2682 purchasing@co.gregg.tx.us

November 15, 2021

To: Longview News-Journal

From: Kelli L. Davis, CPPB

Subject: Advertisement RFP# 2022-08 Pharmacy Services and Medical Related Supplies Gregg County, Texas

Please run the following ad on Wednesday November 17 and Wednesday, November 24 in the Longview-News Journal.

PUBLIC NOTICE

Sealed proposals will be received by the County Purchasing Agent Kelli Davis at the Gregg County Purchasing Department, at 101 E. Methvin St., Suite 205, Longview, TX 75601, on or before 2:00pm, December 09, 2021 for RFP# 2022-08 Pharmacy Services and Medical Related Supplies and Gregg County, Texas. Late submissions will not be accepted. RFP packet will be available on November 17, 2021 by visiting www.co.gregg.tx.us on the Purchasing Department web page, or request by e-mail at purchasing@co.gregg.tx.us or by calling (903)-237-2684. Payment will be made after items or services have been received in accordance with award. Vendors must bid unit costs, but may offer lump sum discounts. Gregg County reserves the right to accept or reject in whole or in part any bid received and to waive any irregularities or formalities in the best interest of Gregg County.