

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Annual Services
Pharmacy Services for
General Assistance Clients
RFP No. 18-025**

**Kohl's Pharmacy & Home Care
5000 Dodge Street
Omaha, NE 68132
402-895-6812**

**LANCASTER COUNTY
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between Kohl's Pharmacy & Homecare, 5000 Dodge Street, Omaha, NE 68132, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Pharmacy Services for General Assistance Clients, RFP No. 18-025 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal with exception of Cost Proposal

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

"Contracted Vendors" shall mean all vendors who contract or who have contracted with the Owners pursuant to RFP No. 18-025 for Pharmacy Services for General Assistance Clients.

"Contracts" shall mean the collective contracts entered into between the County and the Contracted Vendors pursuant RFP No. 18-025 for Pharmacy Services for General Assistance Clients.

The County will pay for products/service, at a set rate of \$18.00 per prescription for 340 B clients according to the terms of the RFP documents. No other fees or charges are allowed. All prescription pricing shall be according to RFP documents and requirements. The County shall use this service as-needed for the duration of the contract. The expenditures for contracts for County agencies shall not exceed \$300,000.00 during the contract term without approval by the Board of Commissioners.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option for five (5) additional one (1) year renewals if mutually agreeable between both parties.
8. Assignment. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.

9. The Contract Documents comprise the Contract, and consist of the following:

1. Contract Terms
2. Accepted Proposal/Supplier Response
3. Addendums No. 1, 2 and 3
4. Request for Proposal
5. Cost Proposal Sheet
6. Insurance Requirements
8. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

**CONTRACT
Pharmacy Services for
General Assistance Clients
RFP No. 18-025
Lancaster County
Kohll's Pharmacy & Homecare**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Kohll's Pharmacy & Homecare
Name of Corporation

12759 Qst Omaha, NE 68137
Address

By: David Kohll
Duly Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

David Kohll
Name

12759 Qst Omaha, NE 68137
Address

[Signature]
Signature

Lancaster County Signature Page

**CONTRACT
Pharmacy Services for
General Assistance Clients
RFP No. 18-025
Lancaster County
Kohll's Pharmacy & Homecare**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	18-025 Addendum 3	Department		Department
Title	Pharmacy Services for General Assistance Clients	Building	Suite 200	Building
Bid Type	RFP	Floor/Room		Floor/Room
Issue Date	1/31/2018 04:23 PM (CT)	Telephone	1 (402) 441-8309	Telephone
Close Date	2/23/2018 12:00:00 PM (CT)	Fax	1 (402) 441-6513	Fax
		Email	rwalla@lincoln.ne.gov	Email

Supplier Information

Company Kohl's Pharmacy & Homecare
 Address 5000 Dodge Street
 Omaha, NE 68132
 Contact David Kohll
 Department
 Building
 Floor/Room
 Telephone (402) 895-6812 x114
 Fax (402) 553-0170
 Email dkohll@kohlls.com
 Submitted 2/18/2018 11:05:46 AM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature David Kohll

Email dkohll@kohlls.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
2	RFP	I acknowledge reading, understanding and agree to the "Request for Proposal" document content and requirements.	Yes
3	Insurance Requirements and Endorsements	<p>Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.</p> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p>	Yes
4	Purchase Order, Contract and Delivery Contact	<p>The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services.</p> <p>Please list the name, email address and phone number of the person who will be the contact person for the contract to be awarded.</p>	David Kohll, dkohll@kohlls.com, 402-973-1901
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Contact	Name of person submitting this bid:	David Kohll
7	Electronic Signature	Please check here for your electronic signature.	Yes
8	Debarred	Has your company ever been debarred or suspended for doing business with the City of Lincoln/Lancaster County/PBC of Nebraska	No

9 U.S. Citizenship Attestation Is your company legally considered an Individual or Sole Proprietor: YES or NO Yes

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

10 Agreement to Addendum No. 1 Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: The Cost Proposal Sheet was added to the Bid Attachments section. No other documents or clarification was added. Yes

11 Agreement to Addendum No. 2 Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes

12 Agreement to Addendum No. 3 Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 18-025 for Pharmacy Service for GA Clients is available. Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-8103.	\$0.00

Item Notes:

Supplier Notes:

Response Total: \$0.00

Company Name: Kohl's Pharmacy & Homecare

ATTACHMENT 1

RFP 18-025
Pharmacy Services for General Assistance Clients
COST PROPOSAL

Vendors **must** complete this form and attach additional documentation as required on company letterhead and place in a sealed envelope separate from the written or Ebid proposal as instructed in the Specifications. **Failure to provide the annual cost and total cost may result in the rejection of the RFP.**

The Vendor shall submit their annual cost for the following services consistent with existing company format and operating estimations. Vendor shall provide detailed prices for the following cost centers.

1. 340B Dispensing Fee - Est. 250 per year ---- 250 x \$ 18.00 Unit Price

Total Cost Dispensing Fee per year: \$ 4,500.00

2. MediPacks - 50 per year ----- 50 x \$ 0.00 Unit Price

Total Cost Medipacks per year: \$ 0.00

3. Other expenses (Any other costs to be charged to County for services under the terms of RFP)

\$ 0.00

(INCLUDE A BREAKOUT OF ALL FEES ASSOCIATED WITH THIS LINE ITEM IN THE SPACE BELOW)

a proposal for



presented by

Kohll's
Pharmacy & Homecare

Lancaster County
Pharmacy Services for General Assistance
RFP 18-025

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Letter of Interest

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Tab 2 – Technical Proposal

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800 N 27th Street
Lincoln, NE 68503

Kohll's
Pharmacy & Homecare
Serving you for over 70 years

402-973-1901
Fax 402-895-7655
www.kohlls.com

February 19, 2018

Lincoln-Lancaster County Purchasing
Robert Walla, Purchasing Agent
440 S 8th Street, Suite 200
Lincoln, NE 68508

Dear Mr. Walla,

Kohll's Pharmacy & Homecare is interested in continuing to be the provider of pharmacy services for General Assistance. Kohll's has been in business for over seventy years, established in 1948. As a pharmacy, we provide more quality health services than possibly any pharmacy nationally. Some of the Kohll's services that would most likely positively impact General Assistance clients are the following:

- Pharmacy packaging multi dose or single dose to encourage compliance
- Regular bottled prescriptions
- Provide all types of medical equipment
- Provide all types of medical supplies
- Provide all types of respiratory equipment including oxygen, CPAP, BIPAP, ventilators, suction, nebulizers, etc.

The following professionals employed by Kohll's provide the above services:

- Pharmacists (Pharm.D.)
- Respiratory Therapists
- ATP (Assistive Technology Professionals) wheelchair fitting specialists
- Certified fitters for compression wear, mastectomy forms and bras, diabetes shoes
- Medical Equipment and Supply Specialists

There are other services and professionals Kohll's provides, but the ones listed above would most likely work with a GA client.

Kohll's on average has 180 employees. Of which a little more than 20 employees work in Lincoln at the main location, 800 North 27th Street. The other location in Lincoln is in the Lincoln Medical Education Partnership Clinic (LMEP) at 4600 Valley Road. The location at LMEP provides medical equipment and supplies to patients and coordinates the patients' prescriptions with the Kohll's location on 27th and Vine.

Respectfully,



David Kohll, Pharm.D., President
402-306-6512 Cell
dkohll@kohlls.com



Tab 1:

**Experience & Proposed
Staff Management
Approach**

Experience and Proposed Staff Management

Experience Example 1:

Providing Pharmacy, Medical Equipment and Supply Services for GA Clients

This project started for Kohll's in February of 2015 when Kohll's purchased Wagey Pharmacy and Kohll's continues to be the provider and serve GA clients today. Kohll's is responsible for the following:

- A. Providing prescriptions, medical supplies, medical equipment and respiratory equipment to the GA client.
- B. Educating and counseling the GA client on their prescriptions, medical supplies, medical equipment and respiratory equipment.
- C. Billing GA for provided services
- D. When a GA client becomes retroactive eligible for Medicaid, Kohll's bills Medicaid for what was provided and reimburses GA for those transactions. Kohll's diligently works with DHHS to be sure they open window for the correct period of time to be sure claims will reprocess retroactively.
- E. Determine the cost savings if 340B pricing was utilized. Reviewed the 340B analysis with GA staff.
- F. Kohll's coordinated the workflow and set up the 340B pricing and structure for GA.
- G. Reviewing 340B invoice from PBM to check for any discrepancies.
- H. Coordinating if ED Connections has used medical equipment that could be used for GA clients
- I. Finding unique medical equipment to fit patient needs that would normally fall through the cracks. One example was coordinating a wheelchair to get an approximate 600-pound patient to clinic visit.
- J. Recommending cost saving prescriptions.
- K. Evaluate packaging (medipak) of patients' medications if they seem noncompliant and on multiple medications.
- L. Kohll's stays up on constantly changing coverage criteria for Medicaid.
- M. Coordinates with new managed care Medicaid insurance providers to remind them of what should be covered.
- N. Communicates regularly with Lancaster General Assistance employees regarding Medicaid coverage criteria and solutions for GA client health issues that has to do with pharmacy, medical and respiratory equipment.

All services rendered for GA clients are done by Kohll's W-2 employees. Kohll's does not use a subcontractor.

Kohll's works directly with Lancaster General Assistance Employees. Some of those employees include: Sara Hoyle, Tina Collins, Cynthia Covert, Sandy Lee, Lisa Moehlenhoff. Mrs. Hoyle's contact information: 402-441-6868, shoyle@lancaster.ne.gov.

Experience Example 2:

Providing Pharmacy and Medical Equipment Supply Services to Bluestem Health, formerly Peoples

This project started for Kohll's in February of 2015 when Kohll's purchased Wagey Pharmacy. Kohll's continues to be the provider and serves Bluestem clients today. Kohll's is responsible for the following:

- A. Providing pharmacy and medical equipment supplies.
- B. Educating and counseling Bluestem clients for pharmacy and medical equipment supplies.
- C. Billing PBM for 340B pricing for branded medications

- D. Paying Bluestem the amount insurance pays minus dispensing fee for Bluestem clients that have insurance.
- E. Reviewing 340B invoice from PBM for any discrepancies
- F. Recommending and proposing additional services for Bluestem clients such as respiratory services screening Bluestem patients for obstructive sleep apnea and COPD.

All services rendered for Bluestem clients are done by Kohll's W-2 employees. Kohll's does not use a subcontractor.

When Kohll's took over Wagey, prescriptions covered under 340B pricing was being passed on to clients to make their med affordable. It was done by a very antiquated manual process that could have been risky to Bluestem if audited since the manual process was missing checks and balances. Kohll's moved the 340B to an automated process with checks and balances. Additionally, Kohll's added processing the clients with insurance through the 340B program. Kohll's Accepted a negotiated dispensing fee from Bluestem and reimbursed Bluestem for the amount insurance paid. This resulted in approximately \$200,000 of additional revenue annually to Bluestem. Prior to implementing this program, Kohll's evaluated the potential revenue Bluestem might gain. It was determined it would be around \$120,000. It turned out to be \$200,000.

Kohll's worked directly with Brad Meyer, CEO. Mr. Meyer's contact information 402-470-5424, bmeyer@phclincoln.org.

The estimated Bluestem cost is approximately \$300,000 annually.

Experience Example 3:

Kohll's was chosen by Medicare as National Mail Order Diabetes Supply Provider for entire U.S.A. There were about 18 providers selected.

This project started for Kohll's in July of 2013 and ended in July of 2016. Kohll's was responsible for the following:

- A. Collecting proper documentation from physicians for diabetes supplies
- B. Verifying if documentation met Medicare coverage criteria to supply diabetes supplies to the customer
- C. If Medicare coverage criteria was met, then the diabetes supplies were shipped to the customer
- D. Keep licenses for all states up to date

Kohll's worked with Letisha Davis, who was the Diabetes Lead for the Competitive Bidding National contract. Her phone number is 803-763-5751, e-mail is Letisha.davis@pamettogba.com. You'll have to push zero and the operator will connect her. I believe Letisha still works for Medicare, but not in this division anymore.

Kohll's did not use a subcontractor for the Medicare national diabetes mail order contract.

Kohll's did very well with this contract compared to the other 17 national suppliers of strips per my subjective evaluation based on complaints from customers and on the national dial in conference call with all of the Medicare diabetes national suppliers. Additionally, some of 18 suppliers went out of business. It was a challenge when Medicare, without notice to the providers sent out possibly millions of letters informing Medicare recipients that if they wanted their diabetes supplies delivered or mailed for them to contact one of 18 national suppliers. This happened about 45 days before the program kicked off. Fortunately, Kohll's was prepared with the software and phones in place. Kohll's human resource office hired about 50 new employees within about 20 days to manage all the calls coming in. The total amount of patients served over the three-year contract exceeded 10,000 with a cost of approximately 3.3 million.

Proposed Staff Management Approach

Workflow:

1. Order received for GA client.
2. Verify GA client is eligible under GA.
3. If GA client on multiple drugs, then verify if packaging medication is an appropriate option to facilitate medication compliance.
4. Verify drug is normally covered by Medicaid.
 - A. If normally covered by Medicaid, then process prescription.
 - B. If requires prior authorization by Medicaid and it is not covered through 340B then process RX because Medicaid will pay for drugs retroactively that require prior authorization (if the patient becomes retroactively eligible).
 - C. If OTC that is not covered by Medicaid. then recommend an alternative and/or request a voucher from GA.
 - D. Any unusual circumstances where high drug costs, then notify GA with recommendation before filling prescription.
 - E. If brand drug prescribed by covered entity, then fill the order through PBM PDMI for 340B pricing
 - F. If brand drug prescription is rejected by PDMI then it is likely because it is prescribed by a specialist, not a GA prescriber. The prescription is then processed with standard Medicaid pricing (not 340B pricing). Weekly, Kohll's contacts GA to verify if client was referred to the specialist for the brand drugs that reject. If they are referred to the Specialist, then Bluestem allows those branded prescriptions to be processed retroactively through PDMI 340B pricing.
5. If medical equipment or supply ordered, then Kohll's verifies patient would qualify based on Medicaid medical necessity requirements. If the client qualifies then Kohll's provides the item.

Monthly and weekly processes:

- A. Kohll's arranged for GA to send any GA clients whose case was closed, so it could be noted in Kohll's software in patients record.
- B. Kohll's is notified by GA when a GA client becomes retroactive eligible for Medicaid. When Kohll's receives notice, Kohll's contacts DHHS to open prescription coverage file back to date the GA client became eligible. DHHS then notifies Kohll's when the file is open and Kohll's resubmits the prescriptions to Medicaid. Any prescriptions that required a prior authorization by Medicaid are compiled and given to DHHS to approve and allow those prescriptions to be paid. Kohll's reimburses the amount paid by GA for prescriptions paid by Medicaid.
- C. Between the 1st and 10th of each month Kohll's reviews a report on all orders provided from the previous month that aren't processed with 340B pricing. On this report, Kohll's audits pricing, dispensing fee and branded drugs that didn't process with 340B pricing. Kohll's then gets the 340B dispensed orders and adds them to the report. The report is then invoiced to GA in a format compatible with GAs software.

Sufficient Staff and Identification of Staff:

Kohll's is able to substantiate it has sufficient professional staff to meet the program requirements because we believe we have met plus exceeded the requirements over the last three years.

Name, Titles and Assignments for Kohll's team:

Bryce Walker, Pharm.D., Pharmacist in Charge, Julie Sandiland, Pharm.D., Mark Weeks, RPh
The pharmacists check the prescription orders and counsel GA clients.

Derrick Irakiza, Emily Zarate, Tera Gray, David Fee, Beth Tockey, Brenna Bechtold, Shawn Vernon Pharmacy Technicians that process the prescription orders

Emily Schneider, R.T., Sarah McKinney

Oversees medical and respiratory equipment meet Medicaid coverage criteria, sets GA client up on equipment and educates appropriately.

Joyce Jones, Lura Shehan, Denise White

Office personnel that audit the GA report for correct pricing and 340B pricing opportunities

David Kohll, Pharm.D.

Oversees overall process

If there are issues or questions, Bryce Walker is usually contacted by Kohll's staff. If Bryce needs further assistance, he contacts David Kohll.

Tab 2:

Technical Proposal

Technical Proposal

A. Project Environment & Requirements:

1. Scope of Work

Kohll's currently administers a pharmaceutical distribution program that adequately meets the needs of individual residents of Lancaster County who meet the low income General Assistance Guidelines established by the County and do not qualify for other social service benefits.

2. Project Environment

Kohll's handles a high volume of pharmaceuticals with little. We continuously evaluate our performance to find ways to improve errors and efficiency. We are able to fill prescriptions in less than an hour of receipt of a prescription. If we receive a large amount of prescriptions within a short time, then we prioritize workflow. Waiters being the highest priority normally. An hour wait should not occur. Normally wait would be 15 minutes or less. Staffing is adequate and filling automation exceeds adequate.

All Kohll's staff are expected and do serve GA clients and County Personnel in a professional manner with dignity and respect to all persons involved.

3. Project Requirements

a. Durable Medical Equipment

Kohll's is a provider of durable medical equipment for Medicaid and all three Heritage managed care organizations that Medicaid recipients are enrolled in. The three managed care organizations are UHC, WellCare and Total. Additionally, Kohll's is a medical equipment provider with Medicare all area managed care Medicare insurance companies and all area commercial insurance carriers. This is a necessary component if need to reprocess a GA client who becomes retroactive eligible for both Medicare, Medicaid and Commercial carriers. Medicaid won't pay a claim, until Medicare or a patient's other insurance first pays their portion.

Additionally, Kohll's has employees that are trained, certified and educated to provide medical equipment and supplies which include Respiratory Therapists, Certified Mastectomy Form Fitters, Certified Diabetes Shoe Fitters, Certified Compression Wear Fitters, ATP wheelchair fitters, etc. Kohll's investment in this area is unique nationally. This sets Kohll's apart as a premium provider of medical equipment for patients to have best outcomes using their equipment.

b. PDMI as Pharmacy Benefit Manager

Kohll's will process 340B qualified prescriptions through PDMI. David Kohll evaluated various 340B PBMs and determined at the time PDMI was the best fit operationally and economically for Bluestem Health and GA. If requested or if David sees an opportunity for GA to switch 340B PBM processor, he will make such recommendation.

c. Turnaround time

Kohll's is able to provide less than 2-hour turn-around on most standard prescriptions requested. If Kohll's anticipates or an actual delay arises, Kohll's will immediately notify the county. Kohll's may also recommend an alternative which in some cases may be a better and less expensive medication.

d. Prescription Assistance Program

Kohll's is familiar with the Prescription Assistance Program which is generally for name brand medication that are very expensive. This is an excellent program for GA clients, especially for those 340B branded drugs that are still very high priced. We enjoy working with GA and try to solve very expensive medication issues.

4. Business Requirements

a. Filling only authorized pharmaceuticals, medical supplies and durable medical equipment

Kohll's fills only pharmaceutical medications, medical and durable medical equipment for GA recipients only if it would normally be covered by Nebraska Medicaid. If an item would require prior authorization, Kohll's will review prior authorization criteria to determine if patient will likely qualify. If not covered by Medicaid, then Kohll's will get a voucher from GA prior to dispensing if GA determines a voucher is necessary. If the item is DME that requires a prior auth, Kohll's will verify the GA wants Kohll's to dispense. If GA does want Kohll's to dispense and the physician ordering has documentation Medicaid normally requires for prior authorization if the patient becomes retroactive eligible, then Kohll's will dispense.

b. County pays Medicaid rate

Kohll's process for billing GA the Medicaid rate. Medicaid rate is determined from the Medicaid website. Since the Medicaid website does not interface with pharmacy software, Kohll's audits certain drugs monthly that look like reimbursement is too high or too low. The drugs that are not priced correctly are then priced correctly prior to billing GA Medicaid pricing. The dispensing fee always remains the same unless there is a state regulation making a change to the dispensing fee. The drug ingredient costs for the generic drugs may change monthly which is why an auditing monitoring system is easiest way to manage those prices. Kohll's always reimburses GA the exact amount Kohll's was originally paid by GA for any retroactive claims Medicaid, Medicare paid.

When Kohll's is notified by GA a patient becomes retroactive Medicaid approved, Kohll's works with the Nebraska Medicaid DHHS to resubmit all prescriptions as soon as possible. We have an internal reminder system to be sure DHHS opens the prescription processing window up to allow for reprocessing since many prescriptions were filled much after timely filing deadlines. Kohll's also works with the three new managed care organizations (UHC, Wellcare, Total) to also reprocess. These managed care organizations are still in the learning stage for the reprocessing.

c. Itemized billing statement

Kohll's provides an itemized billing statement indicating the state maximum allowable cost (MAC) and dispensing fee. As mentioned above, since the MAC is not interfaced with pharmacy software, Kohll's uses an auditing process to come as closely as possible for itemized billing statement. There are probably times Kohll's bills a little less and times Kohll's bills a little more for a medication.

If there is any item on the billing statement that contains a discrepancy or needs clarification, Kohll's will work with County to adjust if necessary or clarify. All billing statements include patient name, patient birthday, drug name, strength, NDC, date, quantity, days supply, MAC, dispensing fee, and prescription #. Currently they do not include the prescribers name, but that can be added if necessary.

d. HIPAA

Kohll's assures the County that we will appropriately safeguard protected health information made available to or obtained by Kohll's. Kohll's will comply with applicable requirements of law relating to protect health information and with respect to any task or other activity Kohll's performs on behalf of the County. Kohll's agrees to the County's Business Associate Addendum.

e. Billed for services provide

Kohll's only bills GA for what is provided to the GA client. If an item is ordered for a GA client, but the GA client doesn't get it then GA is not charged for that item.

B. Proposed Development Approach

Proposed Resolution

1. Working with insurances

Kohll's realizes Lancaster County General Assistance is the payor of last resort. Kohll's has experience with many payors to request their payment first. The experience is helpful, because many insurances may choose to deny a claim when they should pay.

2. 340B

Kohll's has much experience with 340B pricing. Kohll's brought 340B pricing to GA in a timely fashion for GA to take advantage of potentially over \$200,000 annually in savings. Kohll's organized and implemented the 340B process. Kohll's will continue to monitor 340B pricing to look for savings. Additionally, Kohll's has taken the initiative to continuously streamline the 340B process between GA, Bluestem, PDMI, wholesaler and Kohll's.

3. Group Homes and treatment center

Patients in group homes or treatment centers need their medications dispensed in dose specific packaging (not in bottle). Kohll's has much experience in this area. As a corporation Kohll's takes care of many patients in group homes, treatment centers (Centerpointe is one of those) and assisted living facilities. Additionally, Kohll's also packages many patient's medications (not in a bottle) that are on numerous medications, so they remember to take their medications. This is a service that significantly decreases health care cost because one of the most common reasons patients return or get admitted to the hospital is they forget or can't remember to take their medications. Hospital stays are by far the biggest expense to health care.

4. Kohll's offers pick-up and delivery services for GA clients and others.

5. Continuity of care

When a GA client becomes eligible for Medicaid or is able to get off GA, Kohll's will continue the same services of packaging and delivery of their medication or health care needs. Additionally, Kohll's will continue consulting with patients' prescriber to determine best and least costly health care solutions. This is a nice benefit for a patient to have continuity of care.

C. Technical Considerations and Challenges

Technical Requirements

1. General Assistance Database

Kohl's is currently an authorized user of the web-based GA database. The database shows who is approved by GA. Currently we do verify eligibility before providing medications or DME to a GA client. Kohl's also is able to review who is closed by GA. Kohl's works with GA to not provide prescriptions filled through the Prescription Assistance Program.

2. Medicaid Covered Prescription Items

As stated under Business Requirements, Kohl's bill Medicaid allowable cost plus Medicaid dispensing fee for Medicaid covered prescription items.

3. Bioequivalent Generic Medications

Bioequivalent generic medications are always used unless a brand-name specific is requested by a GA provider.

4. Charges

Charges will not exceed pharmacy's usual and customary charges to the general public or the Medicaid allowable charge per my business requirements statement.

5. Medication Packaging Preparation

The preparation and packaging of all medications are supervised by a registered pharmacist and are performed in accordance with all applicable Federal and State laws and the County's appurtenant policies and procedures.

6. Lincoln Locations

Kohl's has a location at 800 N 27th Street in Lincoln which is centralized to most GA clients. Kohl's also has a location in LMEP at 4600 Valley Road. This location provides medical supplies and durable medical equipment for patients. It is also the coordination center for prescription medication for pick up or delivery from the Kohl's on 800 N 27th Street. Kohl's has its own robust delivery service that accommodates all of Lincoln.

D. Project Work Plan, Management and Implementation

1. Work Plan

Kohll's currently has staffing capacity to adequately and accurately carry out service requirements as described in the specification and contract. Kohll's is accredited through Joint Commission and follows those standards for quality control to evaluate accuracy in filling prescriptions and completing the process in a timely manner. There is always room for improvement in every organization. Kohll's will always be looking for ways to improve.

2. Perform Implementation

Kohll's has already implemented GA plus we just completed implantation of 340B pricing for GA. There will be no delay in service for GA clients since Kohll's is already the GA provider.

3. Provider Post Implementation Support

Kohll's will provide written reports to GA upon request which outlines the number customers served and other demographic information associated with the operation of the program. Kohll's also currently provides unsolicited reporting to GA and would continue to do so that may be a benefit to the program.

E. Deliverables and Due Dates

1. Deliverables

Kohll's regularly delivers to homes and residential facilities and will continue to do so in the future.

2. Durable Medical Equipment Community Organizations

Kohll's has worked with ED Connections to repurpose durable medical equipment for GA clients.

3. Bioequivalent Generics and MediPak Usage

As mentioned above Kohll's dispenses bioequivalent generics and encourage the use of MediPak packaging of prescriptions for GA clients to assure compliance in taking their medications.



Kohll's Parata medication dispensing robot makes combining patient medications a snap, reducing dispensing time and liability.



Our beautiful fitting and consultation room makes all patients feel comfortable



Kohll's delivery drivers are safe, courteous and on time!



Tab 3:

Project Schedule

Project Schedule:

Detailed schedule of work:

Kohll's is ready to start now since we are already serving GA clients.

Performance record for timeliness:

1. The best example that is recent and GA is very familiar with was Kohll's leadership to 340B coordination and implementation. Kohll's set the timeline along with GA and met the timeline. This included:
 - A. Evaluation of 340B pricing advantage to GA. Setting up meeting, producing the data, formulating the data and reviewing with GA staff.
 - B. Leading all involved including GA, Bluestem, PDMI and Wholesaler to coordinate and communicate the 340B process. Continuously improving and streamlining process.
 - C. Implementing on date agreed for 340B program.
2. Timeliness of filling prescription. Kohll's is continuously evaluating ways to improve speed having prescriptions ready for patients with a goal of being 100% accurate. Even when a goal is met for timeliness and accuracy for providing to patients, there will still need to be further evaluation and improvement. The Pharmacist in Charge, Bryce Walker proactively reaches out to GA health clinics to see if they recognize delays, to help Kohll's evaluate its performance.
3. Pharmacy and medical services offered by Kohll's:
 - Prescriptions mediation in traditional bottles
 - Synchronizing prescriptions so all prescriptions filled at the same time
 - Packaging medications in multi-dose containers to significantly improve patient compliance
 - Vaccine administration seasonal, school, travel
 - Specialty Pharmacy (very expensive medications that require prior authorization and special pharmacist counseling)
 - Administration of Long Acting Injectable psychiatric medications
 - Administration of Vivitrol to treat alcohol and opioid dependence
 - Compounding lab to make custom made medications
 - PrEP (Pre-Exposure Prophylaxis) program to screen and qualify people to take a medication to prevent HIV (Truvada)
 - Fertility Pharmacy
 - Respiratory Services that includes working with a Respiratory Therapist for CPAP, BIPAP, Oxygen, Ventilator, Nebulizers, Trach, etc.
 - Mobility equipment and services. All rehab equipment provided by specialists
 - Compression therapy including stockings and sleeves provided by specialists
 - Orthotic bracing including diabetes shoes provided by specialists
 - Medical Equipment Repair specialists
 - Home modification equipment installed by Kohll's carpenters to keep you in your home instead of a long-term care facility. This included new bathrooms with walk-in tubs, stair lifts, ramps, grab bars etc....
 - Medical supplies including wound care, ostomy, urological, incontinence supplies provided by specialist
 - Wheelchair vans sale, rental and modification



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VAST 300 South Front Street Marquette MI 49855		CONTACT NAME: Cameron Leedle PHONE (A/C, No, Ext): (906) 228-7500 E-MAIL ADDRESS: FAX (A/C, No): (906) 228-5385																						
INSURED Kohll's Pharmacy & Homecare, Inc., DBA: Essential 12739 Q Street Omaha NE 68137		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td colspan="2">Hanover Insurance company</td> </tr> <tr> <td>INSURER B:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER C:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hanover Insurance company		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
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INSURER B:																								
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: CL1762810116

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			LDWD31003200	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$ Incl in GL								
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			AHWD28321200	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000								
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UHWD31003400	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	W2WD28636400	7/1/2017	7/1/2018	<table border="1"> <tr> <td>PER STATUTE</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$ 1,000,000														
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000														
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000														
A	Data Breach & Cyber Liability			LDWD31002300	7/1/2017	7/1/2018	Data Breach & Cyber Liability \$100,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lancaster County is Additional Insured on a primary and non-contributory basis where required by written contract on the General and Auto Liability policies. A waiver of subrogation applies in favor of Lancaster County for the Workers Compensation policy. A 30 day notice of cancellation applies for the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

Lancaster County 555 South 10th St. Lincoln, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kelly Reed/CMR 

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ADDITIONAL COVERAGES

Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date	
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
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Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Additional Named Insureds

Other Named Insureds

Essential Pharmacy Compounding	Doing Business As
IIK, LLC	Limited Liability Company, Additional Named Insured
IVK, LLC	Limited Liability Company, Additional Named Insured
Marvin & Sandra Kohl	Additional Named Insured

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured - Primary and Non-Contributory

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:

Additional Insured - Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. The following is added to SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
 - (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
 - (3) When the additional "insured" is also an additional "insured" under another liability policy.
- C. This endorsement will apply only if the "accident" occurs:**
1. During the policy period;
 2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
 3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".
- D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

W2WD28636400

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. _____ of the _____
(NAME OF INSURANCE COMPANY)

issued to

Premium (if any) \$ _____

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

*Typist: strike out third sentence if inapplicable.

WC 124 (08-84)

WC 00 03 13

Copyright 1983 National Council on Compensation Insurance

Page 1 of 1

REQUEST FOR PROPOSALS

LANCASTER COUNTY Pharmacy Services for General Assistance RFP 18-025

Issue Date: Wednesday January 31, 2018

Closing Date and Time:
Wednesday February 21, 2018
at 12:00 p.m. (CST)



Lincoln-Lancaster County Purchasing
Robert Walla
Purchasing Agent
440 S. 8th Street, Suite 200
Lincoln, NE 68508
402-441-8103

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the Owner or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement to the originally published information.

After Receipt of Order (ARO): After Receipt of Order

Agencies: The [City of Lincoln], [Lancaster County] and the City of Lincoln/Lancaster County Public Building Commission – hereinafter referred to as Owner.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a contract document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP and associated documents in the Ebid system. The Owner reserves the right to reject any or all proposals, wholly or in part, or to award to multiple proposers in whole or in part. The Owner reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the proposer's competitive position. All awards will be made in a manner deemed in the best interest of the Owner.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the proposer will not withdraw the bid.

Bidder: A proposer who submits an offer in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture or any other private legal entity.

Business Day: Any weekday, except Owner-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays and holidays.

Cancellation: To call off or revoke a purchase order or contract without expectation of conducting or performing it at a later time.

City/County E-bid System: The internet based system used by the City of Lincoln and Lancaster County for soliciting bids, issuing requests for proposals and qualifications, providing access to contracts and communicating with bidders and proposers and for the electronic submission of proposals and bid responses.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that

information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the County document titled "Contract Documents" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Cost: See Price/Cost.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the contractor.

Default: The omission or failure to perform a contractual duty.

Department: A division of the City of Lincoln, Lancaster County, or City of Lincoln/Lancaster County Public Building Commission responsible for the entire procurement process from initiation to contract administration of the Purchase Order or Contract to be executed.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the proposer's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the contractor. Contractor is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the Contractor shall perform duties as outlined in the documents of the RFP, proposal and subsequent contract.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Late Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the Owner with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/ Must and Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Notice to Proceed: A written notice sent to the awarded Contractor stating that work may commence on a certain date, following the complete execution of the contract.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Owner: Lancaster County

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor fulfills any and all obligations under the contract.

Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Price/Cost: The cost for performing duties according to the terms of the proposal and subsequent contract as proposed by the proposer at time of RFP submission. Price may be negotiated following a recommendation of the Selection Committee. Price is an evaluation factor and is not evaluated by the Selection Committee with the other qualification factors. Price is normally submitted in a separate envelope and is completed according to the Cost Proposal Sheet included in the RFP documents.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission under the contract for use by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities and services to be provided under the contract.

Proposal: The offer submitted by a proposer in a response to a written solicitation.

Proposer: Company submitting a proposal to an RFP issued by the City/County Purchasing Department.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Public Proposal Opening: The process of unsealing written proposals and closing the RFP in the Ebid system at the time specified in the written solicitation.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions by all parties involved. Not to be confused with Extension.

Request for Proposal (RFP): A written solicitation for obtaining competitive offers utilizing qualifications and costs.

Responsible Proposer: A Proposer who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Proposer: A Proposer who has submitted an RFP response which conforms to all requirements of the solicitation document.

Selection Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the contractor selected is clearly and justifiably the only practical source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics or other items to be provided under a contract.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owner, officers, managers, employees, legally disinterested persons, and sub-contractors or agents and their employees. It shall not include any entity or person who is an interested party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or distributor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Will: See Shall/Will/Must

Work Day: See Business Day.

I. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS:

A. PROJECT OVERVIEW:

Lancaster County, hereinafter called Owner is requesting proposals from qualified proposers to submit proposal responses for Pharmacy Services for General Assistance.

The County is requesting the services of a company to administer a pharmaceutical distribution program for the needs of the individual residents of Lancaster County who meet the income General Assistance Guidelines established by the County, and do not qualify for other social service benefits.

The Owner intends to select one or more companies based on the evaluation criteria outlined herein which will accomplish the objectives of the project while incorporating innovative and cost-effective methods.

The successful contractor(s) will be responsible for remaining on established schedules for all services rendered so as to meet the proposed schedule for the project deliverable(s).

B. PROJECT/BACKGROUND INFORMATION:

Lancaster County General Assistance has contracted with Kohll's Pharmacy for the last several years for this service. The existing contract will expire on April 16, 2018. The County will choose the next Vendors for these services through this RFP process.

C. RFP DOCUMENTS

Proposers are to promptly notify the Purchasing Department Staff, prior to the close of the RFP, of any ambiguity, inconsistency or error discovered upon examination of the RFP documents, including, but not limited to the information outlined herein and any information provided in Ebid.

D. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS

Important Documents or Available Information:

Lancaster County General Assistance Guidelines can be found here:
<http://lancaster.ne.gov/ga/pdf/guidelines.pdf>

Current Contract for GA Pharmacy Services:
<https://col.ionwave.net/PublicContractDetail.aspx?ctid=50&wid=1&t=ACTI>

E. CONTRACT PERIOD

The contract shall be for a period of one (1) year from the date of contract execution with the option for five (5) one (1) year renewals if mutually agreeable between both parties.

F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE:

The Owner is seeking one or more Vendors with a minimum of [two] [2] years of experience in drug distribution and consulting for similar programs with a physical location/s within the City limits of Lincoln, NE. .

The scope of general and required services identified in this RFP are intended to serve as a general description of anticipated objectives and tasks.

The Owner will rely on the proposer's competence and experience to work with Owner departments and divisions in meeting all necessary tasks, providing ongoing quality services and communicating successfully to provide the most effective and efficient products and/or services.

II. PROCUREMENT PROCEDURE

A. AFFIRMATIVE ACTION

The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all proposers and encourages minority businesses and women's business enterprises to participate in our procurement process.

B. RFP APPROACH

The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the Owner has the flexibility to negotiate with one or more proposers to arrive at a mutually agreeable relationship.

The Owner reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owner.

C. SELECTION COMMITTEE

A Selection Committee will be assigned the task of reviewing the proposals received.

1. The Selection Committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
2. The Selection Committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

D. PROPOSAL PROCEDURE

All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two-step process.

- 1) Proposers shall respond electronically to all attributes and addendums as required using the City/County Ebid system.
- 2) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications unless other requirements are outlined in the Specifications.

Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the Specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the Specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the written response/offer document.

Proposed prices shall be submitted on the **ATTACHMENT 1 – COST PROPOSAL** with backup documentation on company letterhead in a separate envelope marked "COST PROPOSAL". COST PROPOSAL envelope must be submitted at the same time as the written proposal if the specifications indicate that price will be evaluated as part of the award criteria.

Response by a Proposer other than a corporation must include the name and address of each member. A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof. Any person signing a response for a company, corporation, or other organization must show evidence of his/her authority to bind such company, corporation, or organization.

Written or Ebid Proposals received after the time and date established for receiving offers will be rejected.

E. PROPOSER’S OFFER AND REPRESENTATION

The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owner(s) of purchase orders or other contract documents appropriate to the work.

No offer shall be withdrawn for a period of ninety (90) calendar days after the time/date established for receiving proposals, and each proposer agrees in submitting an offer.

Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.

Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

F. INDEPENDENT PRICE DETERMINATION

By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Proposer/Competitor; unless otherwise required by law, the prices which have been submitted in this offer have not been knowingly disclosed by the Proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the Proposer to induce any person or proposer to submit, or not to submit, a response for the purpose of restricting competition.

G. PROJECT TIMELINE

The tentative project schedule is listed directly below and is subject to change:

ACTIVITY ITEM	DATE (TIME IF APPLICABLE)
Request for Proposal Issued	January 31,, 2018
Pre-Proposal Meeting	NA
Last day to submit questions	February 18, 2018
Proposal Submittal Deadline	February 23, 2018 @12:00 PM CST
Evaluation period	February 26 – March 2, 2018
Short-list Notification (If applicable)	March 6, 2018
Interviews (If applicable)	March 15, 2018
Final Selection	March 20, 2018
Scope of services, negotiations and fee	March 20-23, 2018
Projected Notice to Proceed – Contract Execution	April 3, 2018
Implementation Start Date.	April 17, 2018

H. PROPOSAL SUBMISSION INFORMATION AND INSTRUCTIONS:

The RFP response shall conform to all instructions, conditions and requirements outlined in the RFP and related documents. Prospective proposers shall carefully examine all documents, attachments and requirements associated with this RFP and be responsive to each requirement in the format prescribed. Proposals that do not conform may be deemed non-responsive.

Proposals must be submitted via a written response AND an electronic Ebid response no later than 12:00 Noon on February 23, 2018 or if extended, then shall be no later than the closing date and time listed in Ebid. **No exceptions to this deadline will be given.**

Proposer shall provide- **one (1) original and three (3) hard copies** of the written proposal in an envelope clearly marked on the exterior RFP 18-028 Pharmacy Services and **one (1) USB drive** containing their full proposal with the written and Cost proposal.

Cost is evaluated independently from all other submittals; therefore, provide **one (1)** hard copy of all costs that can be incurred by the Owner for your products and services with the proposal in a **separate, SEALED envelope** marked “**ATTACHMENT 1 – COST PROPOSAL**”.

Proposer must complete the **ATTACHMENT 1 – COST PROPOSAL** in the format provided. Detailed pricing information shall be noted on a separate sheet written on company letterhead and included in the sealed Cost Proposal envelope.

All hard copy documents that comprise the RFP response shall be delivered or sent to the address directly below:

Robert Walla
City of Lincoln Purchasing
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Proposer must be registered on the City/County’s Ebid site in order to respond to the above RFP.

1. To register, go to the City of Lincoln website www.lincoln.ne.gov
2. Type “bid” in the search box, click on the “Supplier Registration” and follow the instructions to complete the registration.

Proposer must also complete and submit the electronic portion (Attributes and Line Item section) of this proposal on the Ebid system. Electronic submittal must be submitted before the closing date and time of this RFP. Failure to submit a written and electronic response will result in the rejection of the proposal.

ALTERNATE PROPOSALS

No Alternate Proposals will be accepted for this project.

I. PROPRIETARY INFORMATION

City of Lincoln and/or Lancaster County, NE Issued 2/21/2017 In furtherance of Neb. Rev. Stat. §84-712 et seq., all proposals or responses received may be subject to a public records request. Responses to public records requests may include the entire proposal or response. bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to State law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.

The City and/or County will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The bidder will be notified of the agency's decision. Absent a City and/or County determination that information is proprietary, the City and/or County will consider all information a public record subject to release regardless of any assertion that the information is proprietary. If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in nondisclosure. To facilitate such public postings, with the exception of proprietary information, the City of Lincoln and/or Lancaster County reserves a royalty-free, nonexclusive, and

irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents.

Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found nonresponsive and rejected. Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the City and/or County and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the City and/or County, arising out of, resulting from, or attributable to the releasing of the contract or the proposals and responses to the RFP, awards, and other documents in accordance with the state public records laws.

J. RFP CLARIFICATION AND ADDENDA

Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of RFP and related bid documents.

Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing office to the attention of the contact name listed below at least five (5) calendar days prior to date and time for response receipt.

All inquiries regarding these specifications or other proposal documents shall be submitted in writing, via email, to the contact name listed below at the City/County Purchasing office:

Name: Robert Walla
Department: City/County Purchasing
Email: rwalla@lincoln.ne.gov

These inquiries and/or responses shall be distributed to prospective proposers electronically as addenda via the Ebid system.

All inquiries regarding the submission of the proposal through the Ebid system or providing written instructions of the submittals may be made via email or phone to the City/County Bid Line in the Purchasing Office:

Bid Line Phone Number: 402-441-8103

Interpretations, corrections and changes made to the RFP or Ebid documents will be made by electronic addenda in the Ebid system. Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the Owner; Proposers shall not rely upon oral interpretations.

Addenda are instruments issued by the Owner prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.

No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.

Proposers shall verify addendum receipt electronically in Ebid system prior to RFP closing or RFP may be rejected

K. PRE-PROPOSAL CONFERENCE

There will not be a pre-proposal conference for this RFP.

L. PRICES

All prices, costs, and terms and conditions outlined in “**Attachment 1 – Cost Proposal**”, and/or revised during negotiations shall remain fixed and valid commencing on the opening date of the proposal until termination of the contract, an award is made, or the RFP is cancelled.

M. ORAL INTERVIEWS

The Owner may determine after the completion of the Written Evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful Contractor.

In the event that interviews are conducted, all proposers may not be granted an opportunity to interview/present and/or give demonstrations; the Owner reserves the right, in its discretion, to select only the top scoring proposers to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the written evaluation.

1. The Owner will contact those short-listed proposers to schedule interviews.
2. Interviews will include a formal presentation and a question and answer session based upon subject matter provided by the Owner in advance of the interview.

The presentation process will allow the proposers to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Proposer’s key personnel, identified in their proposal, may be requested to participate in the structured interview to ascertain their understanding of the requirements of this proposal, their authority and reporting relationships within their company, and their management style and philosophy. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the proposer, but the owner reserves the right to refuse or not consider the offered materials. Proposers shall not be allowed to replace their written proposal information by altering or amending the proposals in the interview process.

Once the oral interviews/presentations and/or demonstrations have been completed the Owner reserves the right to make an award without any further discussion with the proposers regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the proposer and will not be compensated by the Owner.

The Owner will contact the awarded contractor, by email, after all the interviews have been completed and the Owner has had sufficient time to discuss and rank the proposers.

N. AWARD AND NEGOTIATIONS

The resulting contract/s from this RFP will be awarded to the proposer/s who have been deemed responsible, responsive to the requirements outlined herein, and whose services and/or products have been determined by the Selection Committee to be the most advantageous to the Owner.

Such determination that identified the proposer/s offering shall be based on the selection committee’s resulting scores from the evaluation criteria set forth in **Section IV**. and also proposers’ performance in any oral interviews conducted.

The Owner reserves the right to make an award based on the “written evaluation” without holding oral interviews. Whereby, the scores from the “written evaluation” shall be the final ranking of the best qualified proposer/s.

The successful Proposer/s shall receive information from the Owner and/or meet with Owner's Representative(s) to negotiate an initial detailed work plan, finalize the scope of services and the Cost Proposal.

Contract/s to be executed will be based on a Cost Proposal/Fee Schedule with a "not to exceed total" for total expenditures agreed upon in negotiations. In the event that multiple Vendors are awarded a contract, there will be a combined amount of annual expenditures for all awarded Vendors.

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

Proposer shall respond to the Attribute in Ebid regarding Sole Proprietorship and complete all documentation as required by the State of Nebraska as instructed.

P. ETHICS IN GOVERNMENT CONTRACTING

The Owner(s) reserves the right to reject proposals, overturn an award notification and/or terminate a contract if it is discovered that a Proposer commits or has committed ethical violations, such as but not limited to, the following offenses:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the procurement process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the procurement process.
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any local, state or federal entity;
4. Submitting a proposal on behalf of another party or entity; and
5. Collusion with any person or entity to influence the procurement process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair competitive advantage, subvert the RFP or prejudice the Owner.

Q. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Proposer must include any deviations from the RFP on company letterhead and attach to the section as required in the Submittal portion outlined herein. Failure to include deviations will be interpreted to infer that proposer agrees to all terms as outlined in the Specifications and RFP documents with no exceptions.

The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner.

Deviations that are not acceptable to the Owner and are not negotiable by the awarded proposer may result in rejection of RFP as Non-Responsive.

Vendors must include their proposed language related to the deviations proposed for each deviation.

R. ANTI-LOBBYING PROVISION

During the period between the advertised date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any City/County Elected Official or Owner Staff except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations sent or provided directly to the City/County Purchasing Department

S. SITE VISITATION

Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance. The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

If the project is in a designated non-public area, Proposers are not allowed to visit the sites with the exception of a Pre-Proposal Meeting or upon written approval by the City/County Purchasing Department.

T. REFERENCE CHECKS

The Owner reserves the right to conduct and consider reference and credit checks. The Owner reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the proposer grants to the Owner the right to contact or arrange a visit in person with any or all of the Proposer's clients. Unsatisfactory information obtained from any reference and/or credit checks performed may be grounds to reject a proposal, withdraw Intent to Award or rescind the award of a contract.

U. ENTIRE AGREEMENT

The resulting contract/s awarded shall constitute the complete and entire agreement between the Owner and the successful Contractor/s and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written that are not incorporated as a part of the Contract. See "Sample Contract" in the Attachment section of the Ebid system.

III. PROJECT INFORMATION

Proposers are to review this section, prepare and submit a “Technical Proposal” outlining detailed responses to items **A. through E.** listed below. Submittals within **TAB 2** of the Proposal response shall correspond with this information.

A. PROJECT ENVIRONMENT & REQUIREMENTS

1. SCOPE OF WORK

Administer a pharmaceutical distribution program to adequately meet the needs of the County General Assistance Program. This program provides for the pharmaceutical needs of individual residents of Lancaster County who meet the low income General Assistance Guidelines established by the County and do not qualify for other social service benefits.

2. PROJECT ENVIRONMENT

Pharmacy must be able to handle a high volume of pharmaceuticals with little or no error.

All standard prescriptions shall be filled in less than 1 hour of receipt of the prescription.

Staffing must be adequate to fulfill the requirements contained herein.

All services provided to GA clients and to County Personnel shall be delivered in a professional manner with dignity and respect to all persons involved.

3. PROJECT REQUIREMENTS

Contractor must be a registered provider with Medicaid to supply Durable Medical Equipment.

Contractor must use PDMI as its Pharmacy Benefit Manager related to 340B Pricing Program offered through the U.S. Department of Health and Human Services.

Successful Contractor shall be able to provide less than 2 hr. turn-around on most standard prescriptions requested.

If any anticipated or actual delays arise, Contractor shall immediately notify County.

Regardless of notice if deliveries are not made at the time agreed upon, County may, at its sole discretion, terminate this Agreement and proceed pursuant to “termination” as stated herein.

The Prescription Assistance Program is a offered by National Drug Manufacturers who offer select drugs at no cost to qualified low income individuals who meet their criteria.

All GA clients approved for pharmacy services are required to also apply for this Prescription Assistance Program

4. BUSINESS REQUIREMENTS

Contractor must only fill prescriptions for pharmaceuticals, medical supplies, and durable medical equipment when authorized through the County’s General Assistance provider using a Service Request Authorization or voucher. All maintenance drugs or any drugs used for a chronic condition may be prescribed and dispensed in a minimum of a one (1) month supply with physician’s approval. Over the counter medications and medical supplies will not be provided without prior approval.

The County will pay Medicaid rate for all prescriptions (outside of those prescriptions offered through the Prescription Assistance Program and 340B Program), medical supplies, and durable medical equipment. The dispensing fee will be the same as that allowed by the State Medicaid System. Clients who are later approved for SSI or SSDI are usually approved for Medicaid with a retroactive date. Once identified, the Billing Clerk will notify contractor of the Medicaid approval. Once notified, the contractor is required to reimburse the county for all payments rendered with the Medicaid eligibility dates and submit the appropriate bills to Medicaid for payment.

Contractor will provide General Assistance with an itemized billing statement indicating the State Maximum Allowable Cost and associated dispensing fee.

If and to the extent, and so long as, required by the provisions enacted by the Health Insurance Portability and Accountability Act (HIPAA)1996 and regulations promulgated thereunder, but not otherwise, Contractor does hereby assure the County that Contractor will appropriately safeguard protected health information made available to or obtained by Contractor.

In implementation of such assurance and without limiting the obligations of Contractor otherwise set forth in this Agreement or imposed by applicable law, Contractor hereby agrees to comply with applicable requirements of law relating to protect health information and with respect to any task or other activity Contractor performs on behalf of the County.

The Successful Pharmacy Provider/s will agree to the provisions in the County's HIPAA Business Associate Addendum (a sample of which is included in the Bid Attachments of the Ebid).

Each month, each contract pharmacy provides the GA office with an itemized billing statement which is reviewed by the GA caseworker, the County Health Department and the GA billing clerk.

Once reviewed, the billing clerk will process the necessary paperwork and vouchers and send them to the County Clerk for processing a payment.

Any item on the billing statement containing a discrepancy will be returned to the contract pharmacy for clarification.

All billing for this program shall be submitted to the General Assistance office indicated in section 2.1 , and include at the minimum the following information:

Patient/Client Name
Drug Name, Strength, NDC Code
Prescribed by
Date
Metric Quantity
Charge

All approved pharmacy bills are paid on a monthly basis.

Clients who are later approved for SSI or SSDI are usually approved for Medicaid with a retroactive date.

Once identified, the Billing Clerk will notify the contract pharmacy that the client is now approved for Medicaid.

When notified the pharmacy is then required to reimburse the county for all payments rendered within the Medicaid eligibility dates and submit the appropriate bills to Medicaid for payment.

Billing MUST be for ONLY ACTUAL services rendered (i.e., if a prescription is ordered but not provided to the client customer for any reason), the GA program shall not be charged for the medication or service.

B. PROPOSED DEVELOPMENT APPROACH

1. PROPOSED RESOLUTION

Lancaster County General Assistance is the payor of last resort. Creative methods shall be employed to insure the most cost effectiveness approach is utilized.

Occasionally, GA clients are housed in, or receiving medical services from group homes or treatment facilities.

Pharmacy Contractor/s must offer pick-up and delivery services for the medications received on this program.

C. TECHNICAL CONSIDERATIONS AND CHALLENGES

1. TECHNICAL REQUIREMENTS

Contractor will be an authorized user for the web-based General Assistance database. Agencies and staff must register through the Lincoln/Lancaster Internet for access. Information provided through the database will allow all registered users to view who is approved for General Assistance. Prior to filling or refilling any prescription, the Contractor will be required to verify each client's eligibility status and verify that the prescription being filled is not provided through the Prescription Assistance Program.

General Assistance Clients services shall be billed at the medicaid rates established by the Federal Government, using the Medicaid formulary whenever feasible.

Bioequivalent generic medications will be used at all times allowable.

If the General Assistance Designated Provider or authorized representative specifically requests a brand-name product, such request shall be honored.

Charges shall not exceed the pharmacies usual and customary charges to the general public or the Medicaid allowable charge.

Pharmacies shall dispense drugs listed on Medicaid's latest State Maximum Allowable Cost/Federal Upper Limit (SMAC/FUL) Listing, unless exempted.

The preparation and packaging of all medications shall be supervised by a registered pharmacist and shall be performed in accordance with all applicable Federal and State laws and the County's appurtenant policies and procedures.

The Owners require at least one physical location where services will be offered but prefer Vendors who have multiple locations throughout the Lincoln City limits.

D. PROJECT WORK PLAN, MANAGEMENT AND IMPLEMENTATION

1. WORK PLAN

The proposers must have staffing capacity to adequately and accurately carry out service requirements as described in the specification and contract

The proposers must have a quality control process in place to ensure accuracy in filling prescriptions and completing the process in a timely manner.

3. PERFORM IMPLEMENTATION

Vendor shall have an implementation plan in place which will clearly outline how the program will be operated prior to, and at the commencement of the program.

Implementation must be conducted in a manner that does not delay services to those in need according to the program requirements.

4. PROVIDE POST IMPLEMENTATION SUPPORT

Vendors shall provide written reports to the Owners upon request which outline the number of customers served and other demographic information associated with the operation of the program.

E. DELIVERABLES AND DUE DATES

1. DELIVERABLES (REQUIRED)

Upon request, contractor must be willing to deliver to homes and or residential facilities.

Contractors must be agreeable to work with community organizations to repurpose Durable Medical Equipment for General Assistance clients.

If a medication is not covered through the Prescription Assistance Program or 340B, bioequivalent generic medications will be used. Contractor must be agreeable to MediPak prescriptions upon request.

IV. EVALUATION AND SUBMITTAL INFORMATION

A. SELECTION AND EVALUATION FACTORS:

Proposals that do not meet the minimum requirements as outlined herein and related Ebid attachments may be deemed non-responsive and may not be evaluated by the Selection Committee.

1. Proposals deemed to meet the requirements shall be evaluated by a Selection Committee and will be scored for each of the following areas to determine the selection of qualified proposer/s:
 - a. Experience, Proposed Staff Management Approach and Subcontractors;
 - b. Technical Proposal;
 - c. Project Schedule;
 - d. Quality, Organization and Completeness of Proposal Response;
 - e. Cost Proposal; and

- f. Oral Interviews (if necessary)
- 2. The selection criteria for the “written evaluation” is listed directly above in a. through e. and shall be the basis for an award or the determination for the proposers to be short-listed for personal interview.
- 3. If interviews are conducted, the scores from the “written evaluation” and “oral interviews” shall be added together for a cumulative total and final ranking of the best qualified proposer/s.
 - a. If interviews are not conducted, the scores from the “written evaluation” shall be the final ranking of the best qualified proposer/s.

B. PROPOSAL SUBMISSION AND FORMAT (NON-COST AND COST FACTORS):

Proposer shall submit the requested number of proposal response copies and contents shall be presented in a quality manner that is clear and concise. **Proposal responses that do not contain each of the categories and items as listed below may be deemed to be non-responsive.**

Contents shall be placed in separate sections, properly organized in order by category as listed with each individual section tabbed and labeled as indicated.

Proposals shall be limited to eight (8) double-sided pages of content (excluding tabs, cover, title pages and appendices). Minimum 10pt Arial or Calibri font style and size, 8 ½ x 11 paper, single spaced.

The information being requested in each of the respective categories listed below shall be used as the primary basis in the determination of the Proposer’s ranking in the “Written Evaluation”.

- 1. Include the following documents within the Proposal Response - **(No TAB - Place these documents between the Front Cover and TAB 1 of the Proposal).**
 - a. Letter of Interest;
 - b. A summary of the following information about your company:
 - i. Company name, address and telephone number;
 - ii. Years established and former names of your company;
 - iii. Types of services your company is particularly qualified to perform;
 - iv. Average number of staff employed.
 - v. Number of locations in Lincoln, NE city limits and address of each
 - c. Any and all deviations from the RFP shall be declared on company letterhead with reference to the affected document(s) and section(s).
- 2. **EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS – (TAB 1 OF PROPOSAL RESPONSE) –** This section shall consist of the following information about each sub-category listed.
 - a. **Summary of Proposer’s Experience:**

The proposer shall provide a summary matrix listing their previous projects similar to this RFP in size, scope, and complexity. The Owner will use at least two (2) and no more than three (3) narrative project descriptions submitted by the proposer during its evaluation of the proposal.

The proposer shall address each of the following:

 - i. Provide detailed narrative descriptions to highlight the similarities between the proposer’s past performance/experience and this RFP. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;

- c) The proposer's responsibilities;
 - d) Company name (including the name of a contact person, a current telephone number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a proposer performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
 - f) Current projects similar in nature and estimated costs of each.
 - g) Any other specialized qualifications which your company might possess which would be of benefit to the project, related to the core requirements as listed.
- ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
 - iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

b. Summary of Proposer's Proposed Staff Management Approach and Subcontractors

- i. The proposer shall present a detailed description of its proposed approach to the management of the project.
- ii. The proposer shall provide information to substantiate that they have sufficient professional staff to meet the program requirements. Proposer shall identify the specific professionals who will work on the Owner's program if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the Owner's program should be identified in full, with a description of the team leadership, interface and support functions and reporting relationships. The primary work assigned to each person should also be identified.

iii.

Subcontractors:

If the Proposer intends to subcontract any part of its performance hereunder, the Proposer shall provide:

- i. name, address and email address of the Subcontractor(s);
- ii. list of specific tasks that will be performed by each Subcontractor(s)
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

3. TECHNICAL PROPOSAL – (TAB 2 OF PROPOSAL RESPONSE)

The technical proposal section submission shall include each of the items listed below – See information regarding these categories in Section III. – PROJECT INFORMATION.

- a. Understanding of the project environment and requirements;
- b. Narrative describing proposed development approach;
- c. Technical considerations and any potential challenges;

- d. Detailed project work plan, management and implementation to demonstrate assurance and competency in successful completion; and

4. PROJECT SCHEDULE – (TAB 3 OF PROPOSAL RESPONSE)

- a. Proposer must include a detailed schedule of work, activities and confirmation of willingness and capability to meet the time requirements expressed in the scope of services.
- b. Submit information that describes performance record for timeliness.
- c. Outline the current pharmacy services which are being conducted from the location of the Proposer's office responding.

6. "ATTACHMENT 1 - COST PROPOSAL" (COST FACTOR) – PLACE IN A SEPARATE SEALED ENVELOPE WITHIN THE RFP PACKAGE.

***Important – Proposers MUST complete the "Attachment 1 – Cost Proposal" form found in the Attachment section of the E-bid system, following the instructions as indicated within the form and the correct format and in its entirety. Proposers may attach additional documentation as required on company letterhead and place ALL Cost Proposal components in a separate sealed envelope within the hard copy, RFP package. The cost proposal shall not be marked as Proprietary.**

1. PRICING SUMMARY

The Cost Proposal shall present a total fixed price to perform all of the requirements of the RFP. The proposer must include details in the Owner's Cost Proposal template supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and unit costs. When an arithmetic error has been made in the extended total, the unit price will govern.

The Owner reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

2. PRICES

Prices quoted for products shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs.

Note: The "Cost Proposal" is only one (1) factor in the selection criteria and evaluation process (including Oral Interviews).

V. CONTRACT RESPONSIBILITIES

A. **INSURANCE REQUIREMENTS:**

Prior to the execution of the contract resulting from this RFP, the successful Proposer will be required to provide proof of insurance that is compliant with the "INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS" as in the Attachment section of the E-bid system.

Proposers are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to RFP closing date and time in order to expedite the contract execution process.

B. **PERFORMANCE BOND**

No Performance Bond is required for this project.

C. **BID BOND**

No Bid Bond will be required for this project.

D. **EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

E. **E-VERIFY**

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.E-VERIFY.

F. **COOPERATION WITH CONTRACTORS**

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

G. **PERMITS, REGULATIONS, LAWS**

The Contractor must comply with all current Local, State and Federal requirements necessary to perform all duties and requirements of the resulting contract. The Contractor shall be responsible for obtaining and paying for all royalties, licenses, permits and approvals necessary for the execution of the contract. The Contractor guarantees that it has the full legal right to the materials, supplies, equipment, software and other items used in performing all aspects associated with the contract.

H. **MATERIALS AND WORKMANSHIP**

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by the resulting Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under the RFP Specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary any defective work, material etc. if in the opinion of the department and/or Purchasing said issue is due to imperfection in material, design, workmanship or Contractor fault.

I. INDUSTRY STANDARDS

If not otherwise provided, materials or work outlined for the resulting contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

J. DATA PRIVACY

Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

The Proposer agrees to hold the Owner harmless from any claims resulting from the Proposer's unlawful disclosure or use of private or confidential information.

Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.

If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

K. SITE RULES AND REGULATIONS (IF APPLICABLE)

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on Owner's premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the Owner, it must make arrangements with the Owner to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the Owner on the basis of lack of access, unless the City fails to provide access as agreed to in writing between the Owner and the Contractor.

VI. TERMS AND CONDITIONS

A. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the resulting contract agreement shall control.

B. CONTRACT DOCUMENTS

The Contract Documents comprise the Contract, and consist of all documents contained in the E-bid and documents submitted by the proposer during the RFP process.

C. TERMINATION

This Contract may be terminated by the following:

1. Termination for Convenience: Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
2. Termination for Cause: The Owner may terminate the Contract for cause if the Contractor:
 - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - c. Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

D. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

In the event that funding is not available to continue with services as written, the Owner(s) reserve the right to cancel the contract for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders besides the amount due for services rendered prior to notice of cancellation.

The Owner(s) may terminate the resulting contract in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the resulting Contract, the Owner(s) shall immediately notify the Contractor and the resulting contract shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay Contractor for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the resulting Contract.

E. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the RFP documents, shall be included.

F. CONTRACT MODIFICATION

The resulting contract shall be modified only by the written agreement and approval of the parties through a contract amendment. No alteration variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties through a contract amendment. Every amendment shall specify the date on which its provisions shall be effective.

G. ASSIGNMENT

The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the Owner.

H. LIQUIDATED DAMAGES

No liquidated damages are associated with this project.

I. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

J. SEVERABILITY

If any provision of the resulting contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of the resulting contract shall be enforced to the fullest extent permitted by law.

K. LIVING WAGE

The Contractors agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July. **This provision is only applicable to City of Lincoln projects.**

L. INDEPENDENT CONTRACTOR

It is the express intent of the parties that the contract awarded shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

M. STAFF QUALIFICATIONS

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be the employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the awarded contract may result in termination of the contract or damages.

N. OWNERSHIP

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under the contract resulting from this RFP shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using department.

O. CITY AUDIT ADVISORY BOARD

All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law. **This provision is only applicable to City of Lincoln Projects.**

VII. PAYMENT AND INVOICING

A. PROHIBITION AGAINST ADVANCE PAYMENT

Owner will not pay for services or equipment in advance of receipt and approval of such product or service throughout the term of the contract unless specifically listed in the final contract document.

B. TERMS OF PAYMENT

Unless other specification provisions state otherwise, payment in full will be made by the Owner Departments within thirty (30) calendar days after all of the following criteria is met:

1. The required labor has been performed and all equipment or other merchandise has been delivered;
2. Such labor and equipment and other materials have met all contract specifications; and
3. An invoice with the unit price and total amount is submitted to the department and approved.

C. TAXES AND TAX EXEMPT CERTIFICATE

The Owner is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

The exception to this statement is the Water Division of the City of Lincoln. All service and supplies are taxable per Reg. 066.14A and no exemption certificate will be issued.

D. INVOICES

Contractor invoices for payment of services and products must be sent to the appropriate department according to contract terms with all applicable information included to ensure proper billing and final payment. Invoices shall include the following in addition to the terms listed above:

1. Contractor's information:
 - a. Company Name;
 - b. Address; and
 - c. Phone number for billing inquiries.
2. Owner's information:
 - a. Name of requesting department;
 - b. Contact name;
 - c. Address
 - d. Phone number
 - e. Specific list of duties performed and rates charged.

Failure to provide invoices in this manner may result in late payment to the Contractor with no repercussion to the Owner.

E. INSPECTION AND APPROVAL

This section does not apply to this project.

F. PAYMENT SCHEDULE

Not applicable

Company Name: _____

ATTACHMENT 1

**RFP 18-025
Pharmacy Services for General Assistance Clients
COST PROPOSAL**

Vendors **must** complete this form and attach additional documentation as required on company letterhead and place in a sealed envelope separate from the written or Ebid proposal as instructed in the Specifications. **Failure to provide the annual cost and total cost may result in the rejection of the RFP.**

The Vendor shall submit their annual cost for the following services consistent with existing company format and operating estimations. Vendor shall provide detailed prices for the following cost centers.

1. 340B Dispensing Fee - Est. 250 per year ---- 250 x \$ _____ Unit Price

Total Cost Dispensing Fee per year: \$ _____

2. MediPacks - 50 per year ----- 50 x \$ _____ Unit Price

Total Cost Medipacks per year: \$ _____

3. Other expenses (Any other costs to be charged to County for services under the terms of RFP)

\$ _____

(INCLUDE A BREAKOUT OF ALL FEES ASSOCIATED WITH THIS LINE ITEM IN THE SPACE BELOW)

ADDENDUM #2
Issue Date: 2/6/2018
Lancaster County Bid # 18-025
FOR
Pharmacy Services for General Assistance Clients

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarifications, or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the specifications and bidding documents:

Section A. Project Environment & Requirements:

1. Are more client demographics available?

There are approximately 125 to 150 clients active on General Assistance at any given time.

2. Approximately how many individuals will be served?

Over the course of the year, there are approximately 200 open service requests for pharmacy.

3. On average, how many prescriptions are filled per month?

There is an average of 850 prescriptions filled per month.

4. Can a breakdown of prescription based on payer source be provided? For example, the percentage of prescription that are 340b, Medicaid, or other means.

Approximately 15% are 340b (branded) and 85% are generic.

Approximately 1/3 of our clients end up getting approved for Medicaid.

Section E. Deliverables and Due Dates

1. Are addresses and/or zip codes available for the homes and/or residential facilities? This information will be used to confirm 2 hour commitment.

There's an average of 200 Rxs delivered to about 50 people per month. Most are to homes. The main residential facility is CenterPointe

2. Clarification on MediPak requirements

MediPaks are ordered by physicians. There are approximately 275 RXs for about 20 patients per month filled in a MediPak.

END OF ADDENDUM

ADDENDUM #3
Issue Date: 2/13/2018
Lancaster County Bid # 18-025
FOR
Pharmacy Services for General Assistance Clients

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarifications, or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the specifications and bidding documents:

Clarification:

Under Project Information, Project Environment & Requirements, Business Requirements, #4, Business Requirements, page 14 last line states, "Over the counter (OTC) medications and medical supplies will not be provided without prior approval".

If OTC items are prescribed and covered through Medicaid, prior approval is not needed. However, if the OTC item is prescribed and not covered through Medicaid, prior approval through General Assistance is required. Additionally, General Assistance caseworkers may issue a voucher for other OTC items as needed by the client. This will be requested through the caseworker and not the client.

END OF ADDENDUM

INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN, LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION. **FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY INCLUDE THE ENTITY ISSUING THE CONTRACT.**

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE REQUIREMENTS SET FORTH BELOW.

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. Commercial General Liability

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 Additional Insured (Requires an Endorsement Form)

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 Automobile Liability

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 Garage Keepers / Garage Liability

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 Workers' Compensation; Employers' Liability

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. Cancellation Notice

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. Risk of Loss

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. Umbrella or Excess Liability

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. Indemnification

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss

or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. Reservation of Rights

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. Sovereign Immunity

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. Further Contact

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

Advertise 2 times
Wednesday, January 31, 2018
Wednesday, February 7, 2018

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO PROPOSERS

The City of Lincoln, Nebraska intends to contract for and invites you to submit a sealed proposal for professional services related to the project listed below:

Pharmacy Services for General Assistance
RFP No. 18-025

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 Noon, Wednesday, February 21, 2018** in the offices of the City of Lincoln Purchasing Agent, 440 So. 8th Street, Suite 200, Lincoln, NE 68508.

Proposers must be registered on the City/County's E-Bid site in order to respond to the above RFP. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8103 or purchasing@lincoln.ne.gov