

12/001289

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

**RESOLUTION AWARDING BIDS FOR
PHARMACEUTICALS FOR MEDICAL INDIGENTS**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for pharmaceuticals for medical indigents have been solicited, made, opened, and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

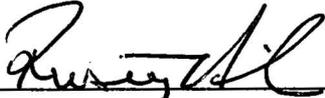
WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the Citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that:

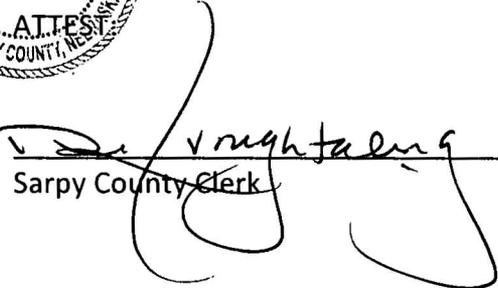
1. The lowest responsive bid of Kohl's Pharmacy & Homecare for Pharmaceuticals for Medical Indigents is accepted, ratified, and confirmed.
2. This Board's Chairman, Clerk and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator and County Administrator.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 14th day of August, 2012.





Sarpy County Board Chairman



Sarpy County Clerk

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Kohll's Pharmacy and Homecare, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Pharmaceuticals for Medical Indigents; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Pharmaceuticals for Prisoners in the LEC & JJC in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
 2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. 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.
 3. The Vendor 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. Sect. 4-108.
- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Sarpy County Human Services Office
1261 Golden Gate Dr., Ste. 5E
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Vendor: Kohll's Pharmacy & Homecare
12759 Q Street
Omaha, NE 68137

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 16th day of August, 2012.

(Seal)



ATTEST:

[Signature]
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

[Signature]
Chairperson
Sarpy County Board of Commissioners

Vendor: Kohl's Pharmacy & Homecare

By: [Signature]

Title: President

Attest:

Witness

[Signature]



KOHLL-3

OP ID: EZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/30/12

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 Marcotte Insurance Agency, Inc 11422 Miracle Hills Drive #100 Omaha, NE 68154-4420 Daniel F. O'Halloran, CIC	402-398-9009 402-398-0917	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Kohl's Pharmacy and Homecare Inc.; II K, LLC; IV K, LLC Wheelchair Vans of Kohlls Attn: Bob Moeller 12759 Q Street Omaha, NE 68137	INSURER A: LeMars Insurance		14389
	INSURER B: Benchmark Insurance		
	INSURER C: QBE Regional Insurance		24414
	INSURER D: Evanston Insurance Company		35378
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSR	WVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> GENERAL LIABILITY			D1010G3441-6	05/01/12	05/01/13	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> professional						PERSONAL & ADV INJURY \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY						Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			BINDER	05/01/12	05/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
D	<input type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		XOMW148011	05/01/12	05/01/13	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CWC0706528	05/01/12	05/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

This certificate of insurance is for informational purposes only and is not intended to provide the certificate holder with coverage or written notice of cancellation.

CERTIFICATE HOLDER**CANCELLATION**

TOWHO-1 To Whom It May Concern	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 

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Form I-9, Employment Eligibility Verification

Read instructions carefully before completing this form. The instructions must be available during completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents have a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Verification (To be completed and signed by employee at the time employment begins.)

Print Name: Last	First	Middle Initial	Maiden Name
Address (Street Name and Number)		Apt. #	Date of Birth (month/day/year)
City	State	Zip Code	Social Security #

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):

- A citizen of the United States
- A noncitizen national of the United States (see instructions)
- A lawful permanent resident (Alien #) _____
- An alien authorized to work (Alien # or Admission #) _____ until (expiration date, if applicable - month/day/year)

Employee's Signature

Date (month/day/year)

Preparer and/or Translator Certification (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Preparer's/Translator's Signature	Print Name
Address (Street Name and Number, City, State, Zip Code)	
Date (month/day/year)	

Section 2. Employer Review and Verification (To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number, and expiration date, if any, of the document(s).)

List A	OR	List B	AND	List C
Document title: _____		_____		_____
Issuing authority: _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): _____		_____		_____

CERTIFICATION: I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) _____ and that to the best of my knowledge the employee is authorized to work in the United States. (State employment agencies may omit the date the employee began employment.)

Signature of Employer or Authorized Representative	Print Name	Title
Business or Organization Name and Address (Street Name and Number, City, State, Zip Code)		Date (month/day/year)
KOHLL'S PHARMACY & HOMECARE INC 12759 Q ST OMAHA NE 68137		

Section 3. Updating and Reverification (To be completed and signed by employer.)

A. New Name (if applicable)	B. Date of Rehire (month/day/year) (if applicable)
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C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment authorization.

Document Title: _____ Document #: _____ Expiration Date (if any): _____

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Date (month/day/year)
----------------------------------------------------	-----------------------

LISTS OF ACCEPTABLE DOCUMENTS

All documents must be unexpired

LIST A Documents that Establish Both Identity and Employment Authorization	LIST B Documents that Establish Identity	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card	1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address.	1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa	2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	2. Certification of Birth Abroad issued by the Department of State (Form FS-545)
4. Employment Authorization Document that contains a photograph (Form I-766)	3. School ID card with a photograph	3. Certification of Report of Birth issued by the Department of State (Form DS-1350)
5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form	4. Voter's registration card	
	5. U.S. Military card or draft record	
	6. Military dependent's ID card	5. Native American tribal document
	7. U.S. Coast Guard Merchant Mariner Card	
	8. Native American tribal document	6. U.S. Citizen ID Card (Form I-197)
	9. Driver's license issued by a Canadian government authority	
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI	For persons under age 18 who are unable to present a document listed above:	7. Identification Card for Use of Resident Citizen in the United States (Form I-179)
	10. School record or report card	8. Employment authorization document issued by the Department of Homeland Security
	11. Clinic, doctor, or hospital record	
	12. Day-care or nursery school record	

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

<input checked="" type="checkbox"/> I am a citizen of the United States.
— OR —
<input type="checkbox"/> I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	<u>Allen A Kurland</u> <small>(first, middle, last)</small>
SIGNATURE	<u>Allen A Kurland</u>
DATE	<u>August 21, 2012</u>

original

**SPECIFICATIONS
Pharmaceuticals for Medical Indigents
For
Human Services**

SARPY COUNTY, NEBRASKA

PROPOSALS DUE: 2:00 p.m., Thursday August 2, 2012

General Information

Notice to Vendors

Sarpy County is seeking proposals for Pharmaceuticals for Medical Indigents for the Human Services Office. The successful Vendor will enter into a Contract (see attached Exhibit "A") for a period of two (2) years commencing on September 21, 2012 until September 20, 2014, with two (2), two (2) year option periods.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Thursday August 2, 2012. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Pharmaceuticals for Medical Indigents" and shall have the name of the Vendor, and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

Submit one (1) original and two (2) copies of the Bid Form including attachments. Requests for information and clarification questions must be received by July 19, 2012 at 12:00 P.M. in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Papillion, NE 68046, (402) 593-4476, bgarber@sarpy.com or via the internet at www.sarpy.com.

Vendors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive
Papillion, NE 68046

Bids not addressed and delivered to the above person will not be considered. Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Administrative Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., Thursday August 2, 2012.

All bids submitted shall be valid for a period of sixty (60) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B., Sarpy County, Nebraska. The Vendor need not include sales tax in the bid. Sarpy County will, upon request, furnish the

successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor's proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

Procedures for Evaluation and Awarding of Bid

1. Evaluation will be done by Beth Garber, Sarpy County Purchaser along with personnel from the Human Services Office. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site www.sarpy.com. The Commissioners award the bid by majority vote.
2. The following factors will be used to consider the award of the bid, where applicable:
 - a. Compliance with all requirements.
 - b. Price.
 - c. The ability, capability, and skills of the Vendor to perform.
 - d. The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
 - e. The quality of previous performance.
 - f. Whether the Vendor can perform within the time specified.
 - g. The previous and existing compliance of the supplier with laws.
 - h. The life-cost of the personal property or services in relation to the purchase price and specified use.
 - i. The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
 - j. The energy efficiency ratio as stated by the supplier.
 - k. The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
 - l. Such other information as may be secured having a bearing on the decision.

Terms and Conditions:

1. Information, Discussion, and Disclosures:

- a. Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.
- b. The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.
- c. No interpretation of the meaning of the specifications, or other bidding documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.
- d. Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive, Papillion, NE 68046 or bgarber@sarpy.com. **Requests must be received by July 19, 2012 at 12:00 p.m. in order for Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered.** In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

2. Addenda:

- a. All addenda will become part of this RFP and must be responded to by each Vendor.
- b. All addenda must be acknowledged in writing in the bid submitted by the Vendor.
- c. This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

3. Confidentiality of Documents:

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or nonproprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of

RFP information.

Any "proprietary, trade secret, or confidential commercial or financial" information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. The Vendor will be required to fully defend, in all forums, Sarpy County's refusal to produce such information; otherwise, Sarpy County will make such information public.

4. Non-Discrimination Clause:

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2004), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

5. Conflict of Interest Clause:

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

6. Payment Terms:

The successful Vendor shall submit monthly itemized invoices for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice.

7. Supplemental Terms and Conditions/Modifications:

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

8. Term:

The Contract will be for a two (2) year period commencing on September 21, 2012 until September 20, 2014, with two (2), two (2) year option periods. The cost for the option

years will be provided in writing to the County sixty (60) days prior to the expiration date of the current contract year. Any cost changes for the option years is the responsibility of the Vendor. If Sarpy County does not receive any notification of price changes, the prices are to remain the same.

9. Renewal:

The Contract shall automatically renew for each option year unless the County notifies Vendor in writing thirty (30) days prior to expiration of current contract period of the intent not to renew.

10. Termination:

Either party may terminate the Contract with ninety (90) days' written notice to the other.

11. Residency Verification:

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. 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.
3. The Vendor 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. Sect. 4-108.

12. Breach:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

13. Insurance Requirements:

The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. The County is

to be named as an additional insured on the insurance coverage required under this section.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

Professional Liability Insurance

The minimum acceptable limits for Professional Liability Insurance is \$1,000,000 each occurrence.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County. The County is to be included as an additional insured on the Commercial General Liability and the Automobile Liability insurance coverage required under this section.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

14. Assignment:

The Vendor may not assign this Contract without the prior written consent of the County.

15. Subcontracting:

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

16. Independent Contractor:

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

17. Indemnity:

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

Specifications

Sarpy County is seeking proposals for Pharmaceuticals for Medical Indigents for the Human Services Office. The purpose of this bid is to supply brand name and generic medications to meet all medical and psychiatric needs for the clients approved to receive General Assistance.

1. Background

In order to determine the eligibility of the client for the Sarpy County Medical Indigent and/or General Assistance Program, the client must supply a signed physician form regarding the client's medical status and need for prescribed medications along with a copy of prescriptions being requested to the Sarpy County Office before obtaining medications. After being approved, Sarpy County Human Services will contact the pharmacy and give authorization for payment of medications. The client will provide the pharmacy with the prescription and any information which will be needed to transfer a prescription from another pharmacy. Clients will be responsible for pick-up

of medications unless prior approval for delivery has been made.

The pharmacy should not give prescriptions to clients without prior authorization from Sarpy County Human Services.

Pharmaceuticals shall be FDA approved generic whenever possible. Vender shall notify the Human Services Department when generic drugs could possibly be substituted for name brand drugs.

2. License:

Vendor shall attach copy of license from the State of Nebraska.

3. Company Information:

Vendor will provide the following company information on the bid form:

1. Years in business;
2. Number of employees; and,
3. Total sales for last three (3) years.

4. References:

Each Vendor must include with its proposal a list of no less than three (3) references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company, and the name and phone number of a contact person for each company.

5. Ordering:

- a. The successful Vendor will enter into an agreement (attached as Exhibit A) and agree to supply medications (prescription) as may be requested by Sarpy County through the Human Services Department.
- b. **Sarpy County is only responsible for prescriptions and refills approved by the Sarpy County Human Services Department.** A representative from the Human Services Department will contact the pharmacy and approve payment for specific medications and quantities that have been prescribed for each person by their physician.
- c. It is the intent of Sarpy County to purchase as much medication as possible from the successful bidder in order to maximize cost savings. However, Sarpy County reserves the right to purchase medications, as may be necessary, from other vendors.
- d. This program does not include over-the-counter medications. The County

requests the option for delivery, as needed by the client.

6. Pricing:

- a. Attached as Exhibit B is a list of medications (both generic and name brand) with quantities that were purchased in the 2011 calendar year. This list is available as an Excel spreadsheet if requested by Vendor. This list must be submitted with Vendor's proposal. Contact Beth Garber via e-mail bgarber@sarpy.com to receive this in Excel format. Vendor will list current price for each using the quantity listed. The items and quantities listed are only estimates and will be used in the evaluation of the bids. Actual medications and quantities ordered may be different.
- b. Compensation for prescriptions shall be in compliance with Nebraska State Medicaid Allowable Cost fee schedule and inclusive of all fees and surcharges.
- c. When a County General Assistance (GA) client is accepted as eligible and approved for Medicaid, the Vendor will aggressively pursue compensation from Medicaid as the primary payment source from the eligibility date rather than the County GA Program.
- d. The pharmacy will retroactively rebill claims to Medicaid and will make reimbursements to Sarpy County.
- e. Supporting price verification procedures shall be indicated on bid form.
- f. Sarpy County will receive all discounts and programs available through the pharmacy.
- g. Sarpy County shall receive a credit for prescriptions authorized and paid for by Sarpy County, but not picked up by the medically indigent customer.

7. Quantities:

Quantities listed are based on past usage and are not to be construed as firm quantities. Actual purchase of pharmaceuticals will be in various quantities based on actual requirements. Sarpy County reserves the right to order more or less quantities than those listed.

8. Service:

- a. Due to transportation limitations, pharmacies must be easily accessible to the indigent in Sarpy County.
- b. Bidder shall provide a list of locations and hours of service for their pharmacy.

c. If pharmacy offers free delivery of medications, please state so on Bid Form.

9. Reports:

a. The successful bidder shall provide a bi-monthly written report to keep Sarpy County informed as to which prescriptions are being picked up and the quantities distributed.

10. Options:

Bidder may submit with their proposal optional programs that would provide more cost savings to Sarpy County.

11. Deviations:

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

12. Exceptions:

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. none

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

COMPANY NAME: Kohll's Pharmacy & Homecaere

**Sarpy County, Nebraska
Pharmaceuticals for Medical Indigents
Bid Form**

Basis for Pricing:

Brands and Single Source Generics: Average Wholesale Price (AWP) – Pre-rollback to first Data Bank lawsuit, minus 14.5% plus \$4.50 dispensing fee

Multi-Source Generics: Maximum Allowable Cost (MAC) plus \$4.50 dispensing fee. MAC is subject to change, based on the generic maket.

Basis for pricing is in compliance with the Nebraska State Medicaid Allowable Cost fee schedule:

Yes
 No

Pricing Verification Procedure:

Upon request, we will provide AWP based on the quantity submitted for each Rx showing the percentage, minus AWP with dispensing fee. We will also provide MAC based on the quantity submitted for each Rx with dispensing fee.

Credit Policy:

Sarpy will not be billed for any ordered Rxs that was not picked up at Kohll's.
If a Sarpy resident participating in this program becomes eligible for Medicaid, we will pursue Medicaid as the primary payment source rather than from the county GA program.

Location & Hours of Operation:

<p>Papillion 1413 South Washington Street Papillion, NE 68046 (402) 331-8632 M-F 9:00 am to 7:00 pm Sat 9:00 am to 1:00 pm Sun closed</p>	<p>South Omaha 5110 L Street Omaha, NE 68107 (402) 733-2000 M-F 8:30 am to 7:00 pm Sat 9:00 am to 3:00 pm Sun 10:00 am to 2:00 pm</p>	<p>West Omaha 620 North 114th Street Omaha, NE 68154 (402) 408-0012 M-F 8:00 am to 7:00 pm Sat 9:00 am to 3:00 pm Sun 11:00 to 3:00 pm</p>
<p>Millard 12739 Q Street Omaha, NE 68137 (402) 895-3101 M-F 8:30 am to 8:00 pm Sat 8:30 am to 5:00 pm Sun 10:00 am to 3:00 pm</p>	<p>CRIS 5000 Dodge Street Omaha, NE 68132 (402) 553-8900 M-F 8:00 am to 9:00 pm Sat & Sun 9:00 am to 5:00 pm</p>	<p>EPC M-F 8:30 am to 5:30 pm Sat & Sun closed</p>
<p>Park Avenue 2923 Leavenworth Omaha, NE 68105 (402) 342-6547 M-F 8:00 am to 9:00 pm Sat 9:00 am to 5:00 pm Sun 10:00 am to 5:00 pm</p>	<p>Westgate 3427 South 84th Street Omaha, NE 68124 (402) 393-1404 M-F 8:30 am to 8:00 pm Sat 9:00 am to 5:00 pm Sun 10:00 am to 3:00 pm</p>	<p>Malvern 410 Main Street Malvern, IA 51551 (712) 624-9050 M 9:00 am to 1:00 pm T 8:30 am to 5:00 pm W & Th 8am to 5:30 pm F 1:00 pm to 6:00 pm Sat 8:30 am to 12:30 pm Sun closed</p>

Offer a delivery option?:

Yes

No

Vendor will pursue compensation from Medicaid as the primary payment source from the eligibility date rather than the County GA program?

Yes

No

Attach copy of State of Nebraska license.

Company Information:

Years in business: 64

of employees 160

Total sales last 3 years \$27,832,380

\$30,152,260

\$32,551,028

References:

Company Name: Autism Center & Developmental Services of Nebraska
Contact Name: Ralph Allen Phone Number: 402 201 6194

Company Name: Sarpy County Telecare
Contact Name: Cindy Kuhlman Phone Number: 402 291 1203

Company Name: Envisions
Contact Name: Marlee Eigenverg-Gordon Phone Number: 402 597 3336

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 _____

Addendum #2 _____

Kohll's Pharmacy & Homecare
Company Name

David G Kohll
Company Representative (Please print)


Authorized Signature

402 895 6812 xt 114
Telephone Number

12759 Q Street
Address

402 895 7655
Fax Number

Omaha, NE 68137
City, State & Zip

dkohll@kohlls.com
E-Mail Address

***NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**

Exhibit "A"
AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Kohl's Pharmacy & Homecare, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Pharmaceuticals for Medical Indigents for the Sarpy County Human Services Office; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Pharmaceuticals for Medical Indigents in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation P:\Pharmaceuticals\medically indigent\2012\Specifications_PMI.wpd 18 Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- 2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. 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.

3. The Vendor 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. Sect. 4-108.
- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Sarpy County Human Services
Attn: Sharon Boehmer
1210 Golden Gate Drive
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit

IV. SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Vendor: Kohl's Pharmacy & Homecare
12759 Q Street
Omaha, NE 68137

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this _____ day of _____, 2012.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Sarpy County Clerk Chairperson

Sarpy County Board of Commissioners

Approved as to form and content:

Deputy County Attorney

Vendor: _____

By: _____

Title: _____

Attest:

Witness

DRUGNAME	Metric	Decimal Qty	BRAND PRICE	GENERIC PRICE
ACIPHEX TAB 20MG		30.000	\$285.99	
ACTOS TAB 45MG		30.000	\$349.40	
ADVAIR DISKU AER 250/50		30.000	\$129.21	
ALBUTEROL NEB 0.083%		25.000		\$6.61
ALPRAZOLAM TAB 0.5MG		30.000		\$7.07
AMBIEN CR TAB 6.25MG		30.000		\$161.22
AMITRIPTYLIN TAB 25MG		30.000		\$6.46
AVIANE TAB		30.000		\$28.79
BENICAR TAB 40MG		30.000	\$143.55	
BUSPIRONE TAB 15MG		30.000		\$7.58
CELEBREX CAP 200MG		30.000	\$157.70	
CHLORPROMAZ TAB 50MG		30.000		\$10.20
CITALOPRAM TAB 20MG		30.000		\$13.79
CLONAZEPAM TAB 0.5MG		30.000		\$8.10
CYMBALTA CAP 30MG		30.000	\$198.02	
D-AMPHETAMINE 20MG				
DEPAKOTE ER TAB 500MG		30.000		\$28.73
DILANTIN CAP 100MG		30.000		\$11.10
EFFEXOR XR CAP 75MG		30.000		\$88.50
DIVALPROEX DELAYED 250MG		30.000		\$47.10
ESCITALOPRAM		30.000		\$109.50
FLUOXETINE CAP 20MG		30.000		\$8.70
GABAPENTIN CAP 300MG		30.000		\$10.51
HUMALOG INJ 100/ML		10.000	\$143.34	
HYDROCO/APAP TAB 7.5-325		60.000		\$24.42
IMITREX 20MG		1.000	\$45.20	
KADIAN		30.000		\$13.20
KLONOPIN TAB 0.5MG		90.000		\$15.30
LANTUS INJ 100/ML SOLOSTAR		15.000	\$230.43	
LIPITOR TAB 20MG		30.000		\$82.26
LISINOPRIL TAB 40MG		30.000		\$12.91
LUNESTA TAB 3MG		30.000	\$214.04	
LYRICA CAP 75MG		30.000	\$102.49	
MAXALT TAB 10MG		10.000	\$333.34	
METHADONE TAB 10MG		60.000		\$10.91
MORPHINE SUL TAB 30MG		30.000	\$49.85	
NEURONTIN 300MG		30.000		\$10.51
NEXIUM CAP 40MG		30.000	\$205.41	
OMEPRAZOLE CAP 20MG		30.000		\$15.83
PANTOPRAZOLE TAB 40MG		30.000		\$13.77
PAXIL TAB 30MG		60.000		\$35.46
PREMARIN TAB 0.625MG		30.000	\$74.32	
PROPAFENONE TAB 225MG		60.000		\$30.90
RISPERIDONE TAB 3MG		30.000		\$42.66
SERTRALINE TAB 100MG		30.000		\$15.37
SINGULAIR TAB 10MG		30.000	\$172.43	
SKELAXIN 800 MG		15.000		\$25.87
SPIRIVA CAP HANDIHLR		30.000	\$261.94	
SYNTHROID TAB .15MG		30.000	\$28.29	
TIZANIDINE TAB 4MG		30.000		\$10.50
TRAZODONE TAB 50MG		30.000		\$7.20
TRICOR TAB 145MG		30.000	\$174.57	
WELLBUTRIN TAB XL 300MG		30.000		\$38.40
XANAX TAB 1MG		60.000		\$10.09
ZETIA TAB 10MG		30.000	\$147.51	
ZIPRASIDONE HCL 40MG		30.000		\$123.00
ZOLPIDEM TAB 10MG		30.000		\$12.00
ZONEGRAN 100MG		60.000		\$24.30
ZONISAMIDE CAP 100MG		90.000		\$34.20



KOHLL-3

OP ID: EZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/12

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 Marcotte Insurance Agency, Inc 11422 Miracle Hills Drive #100 Omaha, NE 68154-4420 Daniel F. O'Halloran, CIC	402-398-9009	CONTACT NAME:	
	402-398-0917	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : LeMars Insurance	NAIC # 14389
		INSURER B : Benchmark Insurance	
		INSURER C : QBE Regional Insurance	24414
		INSURER D : Evanston Insurance Company	35378
		INSURER E :	
		INSURER F :	

INSURED
Kohl's Pharmacy and Homecare Inc.; II K, LLC; IV K, LLC
Wheelchair Vans of Kohls
Attn: Bob Moeller
12759 Q Street
Omaha, NE 68137

COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			D1010G3441-6	05/01/12	05/01/13	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> professional						PERSONAL & ADV INJURY \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
							Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY			BINDER	05/01/12	05/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			XOMW148011	05/01/12	05/01/13	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 3,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CWC0706528	05/01/12	05/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

This certificate of insurance is for informational purposes only and is not intended to provide the certificate holder with coverage or written notice of cancellation.

CERTIFICATE HOLDER

TOWHO-1

To Whom It May Concern

CANCELLATION

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

State of Nebraska

Department of Health and Human Services
Division of Public Health

Community Pharmacy License

This is to certify that **Kohl's Pharmacy & Homecare**
Is hereby issued License No. **2232** to operate a Pharmacy at
1413 S Washington St Papillion NE 68046
Kohl's Pharmacy & Homecare Inc Own
Lisa Gaye Bucksbee, RP In Charge

Board of Pharmacy

Kern C. Boush, RP
Chairperson

Patricia J. Yellman, RP
Vice-Chairperson

Ken Saunders, RP
Secretary

Given under the name and seal of the Department of
Health and Human Services, Division of Public Health of
the State of Nebraska at Lincoln on 06/01/2013.

Expiration Date: 07/01/2013



[Signature]
Joann Schaefer, MD, Chief Medical Officer, Director
Department of Health and Human Services, Division of Public Health

Primary Location

State of Nebraska

Department of Health and Human Services
Division of Public Health

Community Pharmacy License

This is to certify that **Kohl's/RXMPSS**
Is hereby issued license No. **2750** to operate a Pharmacy at
5110 L Street Omaha NE 68117
Kohl's Pharmacy & Homecare
Amanda Scholtes, R.P. In Charge

Board of Pharmacy

[Signature]
Chairperson

[Signature]
Member

[Signature]
Member

[Signature]
Secretary



Given under the name and seal of the Department of
Health and Human Services, Division of Public Health of
the State of Nebraska at Lincoln on 05/18/2009
Expiration Date: 07/01/2012

The renewal of your Community Pharmacy License has been completed. Please note the new expiration date of July 1. If you need to make a change to pharmacist in charge or name, please contact our office for an Application for Amendment. (Location can no longer be amended; a new license must be obtained.) You must submit this original license with any Application for Amendment. You will receive an amended license once the amendment has been completed. Please note: You are now required to perform a Controlled Substances Inventory each time there is a change of pharmacist in charge. A copy of this special inventory is required to be submitted to our office within 30 days. This special inventory does not change your biennial inventory date, however.

You will be sent notification of the need to renew your license at least 30 days prior to its expiration. If you do not receive a Renewal Notice, please contact our office before the expiration date.

ATTN: Pharmacy Desk
Licensure Unit
PO Box 94986
Lincoln, NE 68509-4986
PH: (402) 471-2118
FAX: (402) 471-8614

To check professional licenses on-line:
<http://www.nebraska.gov/LISearch/search.cgi>

This license shall be kept available in the establishment and such proof of credentialing shall be shown upon request.

State of Nebraska
Department of Health and Human Services
Division of Public Health

Community Pharmacy License
This is to certify that **Kohl's Pharmacy & Homecare**
is hereby issued License No. **2574** to operate a Pharmacy at
12739 Q Street Omaha NE 68137
Kohl's Pharmacy & Homecare, Inc.
David Geoffrey Kohll, RP In Charge

Board on Pharmacy
Chairperson
Vice-Chairperson
Secretary

Given under the name and Seal of the Department of Health and Human Services, Division of Public Health of the State of Nebraska on and to the effect of the following:
Expiration Date: **07/01/2010**

DEPARTMENT OF HEALTH AND HUMAN SERVICES
STATE OF NEBRASKA
SEAL
NEBRASKA
EST. JULY 1, 2001

State of Nebraska

Department of Health and Human Services
Division of Public Health

Community Pharmacy License

It is hereby certified that **Kohl's Pharmacy & Homecare**
is hereby issued license No. **2234** to operate a Pharmacy at
2923 Leavenworth St Omaha NE 68105
Kohl's Pharmacy & Homecare Inc
Vincent Ryan Jorn, RP In Charge

Board of Pharmacy

Given under the name and Seal of the Department of
Health and Human Services, Division of Public Health,
of the State of Nebraska, at Lincoln, on 07/03/2013
Expiration Date: 07/03/2015



State of Nebraska

Department of Health and Human Services
Division of Public Health

Community Pharmacy License

This is to certify that **Kohl's Pharmacy & Homecare**
is hereby issued License No. **2233** to operate a Pharmacy at
3427 S 84th St Omaha NE 68124
Kohl's Pharmacy & Homecare Inc
Marty Joseph Feltner, RP In Charge

Board of Pharmacy

Kenneth C. Benoit
Chairperson

John J. ...
Vice Chairperson

John J. ...
Secretary

Given under the name and Seal of the Department of
Health and Human Services, Division of Public Health of
the State of Nebraska at Lincoln on **01/09/1995**,
Expiration Date: **07/01/2013**



John J. ...
Secretary

State of Nebraska

Department of Health and Human Services
Division of Public Health

Community Pharmacy License

This is to certify that **Kohl's Pharmacy & Homecare**
is hereby issued license No. **2317** to operate a Pharmacy at
5000 Dodge St Omaha NE 68132
Kohl's Pharmacy & Homecare Inc
Wayne Alan Walls, RP In Charge

Board of Pharmacy

Kenneth C. Beck, RP
Chairperson

Patricia M. Kallman, RP
Vice-Chairperson

Wm. Saunders, RP
Secretary



Given under the name and Seal of the Department of Health and Human Services, Division of Public Health of the State of Nebraska at Lincoln on 05/01/19

Expiration Date: 07/01/2018

[Signature]
Director, Division of Public Health

State of Nebraska

Department of Health and Human Services

Division of Public Health

Community Pharmacy License

This is to certify that **Kohll's Pharmacy & Homecare**

is hereby issued License No. **2860** to operate a Pharmacy at

622 N 114th St Omaha NE 68154

Kohll's Pharmacy & Homecare Inc

Lisa Keathley, RP In Charge

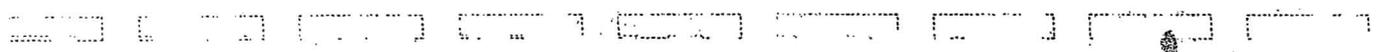
Board of Pharmacy

Kenneth C. ...
Chairperson

Patricia ...
Se-Chairperson

Ken ...
Secretary

Given under the name and seal of the Department of Health and Human Services, Division of Public Health of the State of Nebraska, this 10th day of 07/01/2018.
Expiration Date: 07/01/2019



IOWA BOARD OF PHARMACY
400 S.W. EIGHTH STREET, SUITE E
DES MOINES, IA 50309-4688
515/281-5944 FAX 515/281-4609
<http://www.state.ia.us/lbpe>

General Pharmacy License No. 1393

ISSUED December 6, 2011

EXPIRES December 31, 2012

MUST BE CONSPICUOUSLY DISPLAYED IN LOCATION TO WHICH IT APPLIES

LICENSED LOCATION

**KOHL'S PHARMACY & HOMECARE
410 MAIN ST
MALVERN IA 51551-**

2012

COUNTY 65

Christen R McCauley, Pharmacist in Charge

Please note –

An error was discovered and corrected on

MORPHINE SUL TAB 30MG

This should be **\$13.31** for a Qty of 30 (not \$49.85).

When I called on August 1, 2012 at 8:40AM, I was directed to make the change in this way,

*Allen A Kurland
Kohl's Pharmacy + Homecare*

DRUGNAME	Metric	Decimal Qty	BRAND PRICE	GENERIC PRICE
ACIPHEX TAB 20MG		30.000	\$285.99	
ACTOS TAB 45MG		30.000	\$349.40	
ADVAIR DISKU AER 250/50		30.000	\$129.21	
ALBUTEROL NEB 0.083%		25.000		\$6.61
ALPRAZOLAM TAB 0.5MG		30.000		\$7.07
AMBIEN CR TAB 6.25MG		30.000		\$161.22
AMITRIPTYLIN TAB 25MG		30.000		\$6.46
AVIANE TAB		30.000		\$28.79
BENICAR TAB 40MG		30.000	\$143.55	
BUSPIRONE TAB 15MG		30.000		\$7.58
CELEBREX CAP 200MG		30.000	\$157.70	
CHLORPROMAZ TAB 50MG		30.000		\$10.20
CITALOPRAM TAB 20MG		30.000		\$13.79
CLONAZEPAM TAB 0.5MG		30.000		\$8.10
CYMBALTA CAP 30MG		30.000	\$198.02	
D-AMPHETAMINE 20MG				
DEPAKOTE ER TAB 500MG		30.000		\$28.73
DILANTIN CAP 100MG		30.000		\$11.10
EFFEXOR XR CAP 75MG		30.000		\$88.50
DIVALPROEX DELAYED 250MG		30.000		\$47.10
ESCITALOPRAM		30.000		\$109.50
FLUOXETINE CAP 20MG		30.000		\$8.70
GABAPENTIN CAP 300MG		30.000		\$10.51
HUMALOG INJ 100/ML		10.000	\$143.34	
HYDROCO/APAP TAB 7.5-325		60.000		\$24.42
IMITREX 20MG		1.000	\$45.20	
KADIAN		30.000		\$13.20
KLONOPIN TAB 0.5MG		90.000		\$15.30
LANTUS INJ 100/ML SOLOSTAR		15.000	\$230.43	
LIPITOR TAB 20MG		30.000		\$82.26
LISINOPRIL TAB 40MG		30.000		\$12.91
LUNESTA TAB 3MG		30.000	\$214.04	
LYRICA CAP 75MG		30.000	\$102.49	
MAXALT TAB 10MG		10.000	\$333.34	
METHADONE TAB 10MG		60.000		\$10.91
MORPHINE SUL TAB 30MG		30.000	\$13.31	
NEURONTIN 300MG		30.000		\$10.51
NEXIUM CAP 40MG		30.000	\$205.41	
OMEPRAZOLE CAP 20MG		30.000		\$15.83
PANTOPRAZOLE TAB 40MG		30.000		\$13.77
PAXIL TAB 30MG		60.000		\$35.46
PREMARIN TAB 0.625MG		30.000	\$74.32	
PROPAFENONE TAB 225MG		60.000		\$30.90
RISPERIDONE TAB 3MG		30.000		\$42.66
SERTRALINE TAB 100MG		30.000		\$15.37
SINGULAIR TAB 10MG		30.000	\$172.43	
SKELAXIN 800 MG		15.000		\$25.87
SPIRIVA CAP HANDIHLR		30.000	\$261.94	
SYNTHROID TAB .15MG		30.000	\$28.29	
TIZANIDINE TAB 4MG		30.000		\$10.50
TRAZODONE TAB 50MG		30.000		\$7.20
TRICOR TAB 145MG		30.000	\$174.57	
WELLBUTRIN TAB XL 300MG		30.000		\$38.40
XANAX TAB 1MG		60.000		\$10.09
ZETIA TAB 10MG		30.000	\$147.51	
ZIPRASIDONE HCL 40MG		30.000		\$123.00
ZOLPIDEM TAB 10MG		30.000		\$12.00
ZONEGRAN 100MG		60.000		\$24.30
ZONISAMIDE CAP 100MG		90.000		\$34.20



Kohl's

Pharmacy & Homecare

12759 Q. Street

Omaha, NE 68137

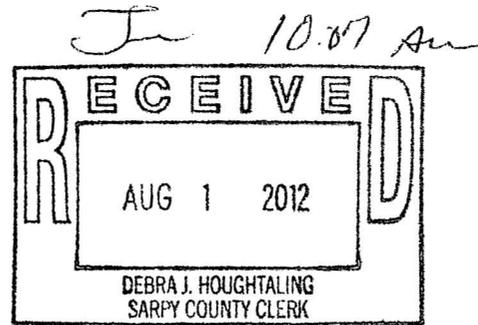
www.kohls.com

RETURN SERVICE REQUESTED

Sealed Bid -
Pharmaceuticals for Medical Indig

Bid opening - Thursday, August 2, 2012

Correction



Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive
Papillion, NE 68046

Kohl's

Pharmacy & Homecare

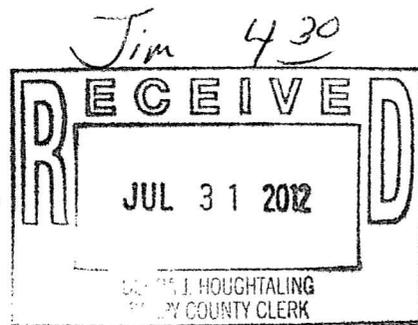
12759 Q. Street
Omaha, NE 68137

www.kohls.com

RETURN SERVICE REQUESTED

Sealed Bid-Pharmaceuticals for Medical I

Bid Opening - Thursday, August 2, 2012 at :



Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive
Papillion, NE 68046

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349

Debby Peoples, Asst. Purchasing Agent
(402) 593-4164

Beth Garber, Senior Buyer/Contract Administrator
(402) 593-4476

Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

To: Sarpy County Board of Commissioners

From: Beth Cunard

Re: Award of bid for Pharmaceuticals for Medical Indigents

On August 2, 2012, the Purchasing Department opened two (2) bids for Pharmaceuticals for Medical Indigents for the Sarpy County Human Services Office. The bids received were very competitive and provided the County with better pricing than what we are currently receiving from the current vendor. Therefore, it is recommended that the bid be awarded to the lowest responsive bidder, Kohlls' Pharmacy for the prices and terms listed on the Bid Form and Bid Tab. The Agreement will commence on September 21, 2012 until September 20, 2014, with two (2), two (2) year option periods.

If you have any questions, please feel free to contact me at 593-4476.

August 10, 2012

Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Sharon Boehmer

Pharmaceuticals for
Medical Indigents

Bid Open:
2:00 p.m.
Thursday, August 2, 2012

	Gretna Drug	Kohl's Pharmacy
Generic Extended Price	\$661.38	\$1,163.02
Brand Name Extended Price	\$5,133.09	\$3,410.49
Total Bid	\$5,794.47	\$4,573.51

Bid Tab
Pharmaceuticals for
Medical Indigents

Brand Name	Dosage	Unit	# of Prescriptions ordered in 2011*	Gretna Drug		Kohl's Pharmacy & Homecare	
				Generic Per Prescription Price	Brand Name Per Prescription Price	Generic Per Prescription Price	Brand Name Per Prescription Price
Aciphex	20 mg	Tablet - 30	0		\$275.51		\$285.99
Actos	45 mg	Tablet -30	6		\$336.45		\$349.40
Advair	250/50	Disk - 30	12		\$243.90		\$129.21
Albuterol Inhaler	90 mcg	Inhalant - 25	12	\$47.02		\$6.61	
Alprazolam	0.5 mg	Tablet - 30	6	\$12.74		\$7.07	
Ambien CR	6.25 mg	Tablet - 30	24		\$189.75	\$161.22	
Amitriptyline	25 mg	Tablet - 30	12	\$12.45		\$6.46	
Aviane	0.1 mg	Tablet - 30	0	\$33.93		\$28.79	
Benicar	40 mg	Tablet - 30	0		\$138.25		\$143.55
Buspirone	15 mg	Tablet - 30	24	\$14.07		\$7.58	
Celebrex	200 mg	Tablet - 30	3		\$152.22		\$157.70
Chlorpromazine	50 mg	Tablet - 30	72	\$43.97		\$10.20	
Citalopram	20 mg	Tablet - 30	7	\$13.05		\$13.79	
Clonazepam	0.5 mg	Tablet - 30	12	\$12.48		\$8.10	
Cymbalta	30 mg	Tablet - 30	48		\$190.45		\$198.02
D- Amphetamine	20 mg	Tablet - 30	48	\$41.54			
Depakote ER	500 mg	Tablet - 30	12		\$110.53	\$28.73	
Dilantin	100 mg	Capsule - 30	12		\$27.00	\$11.10	
Effexor XR	75 mg	Tablet - 30	48		\$168.47	\$68.50	
Divalproex delayed	250 mg	Tablet - 30	3	\$14.13		\$47.10	
Escitalopram	20 mg	Tablet - 30	12	\$89.43		\$109.50	
Fluoxetine	20 mg	Capsule - 30	3	\$13.07		\$8.70	
Gabapentin	300 mg	Capsule - 30	48	\$14.72		\$10.51	
Humalog	10 ml	Vial- 7510	0		\$130.48		\$143.34
Hydrocodone	7.5/325	Tablet - 60	12	\$21.33		\$24.42	
Imitrex	20 mg	Bottle - 1	3		\$239.01		\$45.20
Kadian	30 mg	Capsule - 30	0		\$167.94	\$13.20	
Klonopin	0.5 mg	Tablet - 90	6			\$15.30	
Lantis Insulin	100U/ML	Vial - 15	0		\$130.01		\$230.43
Lipator	20 mg	Tablet - 30	6		\$177.35	\$82.26	
Lisinopril	40 mg	Tablet - 30	14	\$13.26		\$12.91	
Lunesta	3 mg	Tablet - 30	11		\$205.79		\$214.04
Lyrica	75 mg	Tablet - 30	12		\$98.90		\$102.49
Maxalt	10 mg	Tablet - 10	12		\$320.12		\$333.34
Methadone	10 mg	Tablet - 60	12	\$15.92		\$10.91	
Morphine Sulfate	30 mg	Tablet - 30	24	\$15.50			\$13.31
Neurontin	300 mg	Capsule - 30	12		\$72.70	\$10.51	
Nexium	40 mg	Tablet - 30	12		\$197.53		\$205.41
Omeprazole	20 mg	Capsule - 30	24	\$15.19		\$15.83	
Pantoprazole	40 mg	Tablet - 30	0	\$14.46		\$13.77	
Paxil	30 mg	Tablet - 60	8		\$232.85	\$35.46	
Premarin	.625 mg	Tablet - 30	3		\$77.87		\$74.32
Propafenone	225 mg	Tablet - 60	12	\$25.29		\$30.90	
Risperidone	3 mg	Tablet - 30	12	\$13.92		\$42.66	
Sertraline	100 mg	Tablet - 30	12	\$15.48		\$15.37	
Singulair	10 mg	Tablet - 30	24		\$165.81		\$172.43
Skelaxin	800 mg	Tablet - 15	4		\$71.50	\$25.87	
Spiriva	18mcg	Capsule - 30	5		\$251.52		\$261.94
Synthroid	.15 mg	Tablet - 30	12		\$27.79		\$28.29
Trazodone	50 mg	Tablet - 30	36	\$12.67		\$10.50	
Tricor	145 mg	Tablet - 30	0		\$167.86	\$7.20	
Tizanidine	4 mg	Tablet - 30	0				\$174.57
Wellbutrin	300 mg	Tablet - 30	9	\$13.78		\$38.40	
Xanax	1 mg	Tablet - 60	5		\$164.63	\$10.09	
Zetia	10 mg	Tablet - 30	3		\$142.05		\$147.51
Ziprasidone HCL	40 mg	Capsule - 30	24	\$87.00		\$123.00	
Zolpidem	10 mg	Tablet - 30	48	\$12.71		\$12.00	
Zonegran	100 mg	Capsule - 60	3		\$258.85	\$24.30	
Zonisamide	100 mg	Tablet - 90	1	\$22.27		\$34.20	
Total				\$661.38	\$5,133.09	\$1,163.02	\$3,410.49
Grand Total					\$5,794.47		\$4,573.51

Kohl's

updated

DRUGNAME	Metric Decimal Qty	BRAND PRICE	GENERIC PRICE
ACIPHEX TAB 20MG	30.000	\$285.99	
ACTOS TAB 45MG	30.000	\$349.40	
ADVAIR DISKU AER 250/50	30.000	\$129.21	
ALBUTEROL NEB 0.083%	25.000		\$6.61
ALPRAZOLAM TAB 0.5MG	30.000		\$7.07
AMBIEN CR TAB 6.25MG	30.000		\$161.22
AMITRIPTYLIN TAB 25MG	30.000		\$6.46
AVIANE TAB	30.000		\$28.79
BENICAR TAB 40MG	30.000	\$143.55	
BUSPIRONE TAB 15MG	30.000		\$7.58
CELEBREX CAP 200MG	30.000	\$157.70	
CHLORPROMAZ TAB 50MG	30.000		\$10.20
CITALOPRAM TAB 20MG	30.000		\$13.79
CLONAZEPAM TAB 0.5MG	30.000		\$3.10
CYMBALTA CAP 30MG	30.000	\$198.02	
D-AMPHETAMINE 20MG			
DEPAKOTE ER TAB 500MG	30.000		\$28.73
DILANTIN CAP 100MG	30.000		\$11.10
EFFEXOR XR CAP 75MG	30.000		\$88.50
DIVALPROEX DELAYED 250MG	30.000		\$47.10
ESCITALOPRAM	30.000		\$109.50
FLUOXETINE CAP 20MG	30.000		\$8.70
GABAPENTIN CAP 300MG	30.000		\$10.51
HUMALOG INJ 100/ML	10.000	\$143.34	
HYDROCC/APAP TAB 7.5-325	60.000		\$24.42
IMITREX 20MG	1.000	\$45.20	
KADIAN	30.000		\$13.20
KLONOPIN TAB 0.5MG	90.000		\$15.30
LANTUS INJ 100/ML SOLOSTAR	15.000	\$230.43	
LIPITOR TAB 20MG	30.000		\$82.26
LISINAPRIL TAB 40MG	30.000		\$12.91
LUNESTA TAB 3MG	30.000	\$214.04	
LYRICA CAP 75MG	30.000	\$102.49	
MAXALT TAB 10MG	10.000	\$333.34	
METHADONE TAB 10MG	60.000		\$10.91
MORPHINE SUL TAB 30MG	30.000	\$13.31	
NEURONTIN 300MG	30.000		\$10.51
NEXIUM CAP 40MG	30.000	\$205.41	
OMEPRAZOLE CAP 20MG	30.000		\$15.83
PANTOPRAZOLE TAB 40MG	30.000		\$13.77
PAXIL TAB 30MG	60.000		\$35.46
PREMARIN TAB 0.625MG	30.000	\$74.32	
PROPAFENONE TAB 225MG	60.000		\$30.90
RISPERIDONE TAB 3MG	30.000		\$42.66
SERTRALINE TAB 100MG	30.000		\$15.37
SINGULAIR TAB 10MG	30.000	\$172.43	
SKELAXIN 800 MG	15.000		\$25.87
SPIRIVA CAP HANDIHLR	30.000	\$261.94	
SYNTHROID TAB .15MG	30.000	\$28.29	
TIZANIDINE TAB 4MG	30.000		\$10.50
TRAZODONE TAB 50MG	30.000		\$7.20
TRICOR TAB 145MG	30.000	\$174.57	
WELLBUTRIN TAB XL 300MG	30.000		\$38.40
XANAX TAB 1MG	60.000		\$10.09
ZETIA TAB 10MG	30.000	\$147.51	
ZIPRASIDONE HCL 40MG	30.000		\$123.00
ZOLPIDEM TAB 10MG	30.000		\$12.00
ZONEGRAN 100MG	60.000		\$24.30
ZONISAMIDE CAP 100MG	90.000		\$34.20



30.000 \$13.31

copy 1

Please note –

An error was discovered and corrected on

MORPHINE SUL TAB 30MG

This should be **\$13.31** for a Qty of 30 (not \$49.85).

When I called on August 1, 2012 at 8:40AM, I was directed to make the charge in this way.

*Allen A. Kunkel
Kohl's Pharmacy + Homecare*

COMPANY NAME: Kohl's Pharmacy & Homecaere

**Sarpy County, Nebraska
Pharmaceuticals for Medical Indigents
Bid Form**

Basis for Pricing:

Brands and Single Source Generics: Average Wholesale Price (AWP) – Pre-rollback to first Data Bank lawsuit, minus 14.5% plus \$4.50 dispensing fee

Multi-Source Generics: Maximum Allowable Cost (MAC) plus \$4.50 dispensing fee. MAC is subject to change, based on the generic market.

Basis for pricing is in compliance with the Nebraska State Medicaid Allowable Cost fee schedule:

Yes
 No

Pricing Verification Procedure:

Upon request, we will provide AWP based on the quantity submitted for each Rx showing the percentage, minus AWP with dispensing fee. We will also provide MAC based on the quantity submitted for each Rx with dispensing fee.

Credit Policy:

Sarpy will not be billed for any ordered Rxs that was not picked up at Kohl's.
If a Sarpy resident participating in this program becomes eligible for Medicaid, we will pursue Medicaid as the primary payment source rather than from the county GA program.

Location & Hours of Operation:

Papillion 1413 South Washington Street Papillion, NE 68046 (402) 331-8632 M-F 9:00 am to 7:00 pm Sat 9:00 am to 1:00 pm Sun closed	South Omaha 5110 L Street Omaha, NE 68107 (402) 733-2000 M-F 8:30 am to 7:00 pm Sat 9:00 am to 3:00 pm Sun 10:00 am to 2:00 pm	West Omaha 620 North 114 th Street Omaha, NE 68154 (402) 408-0012 M-F 8:00 am to 7:00 pm Sat 9:00 am to 3:00 pm Sun 11:00 to 3:00 pm
Millard 12739 Q Street Omaha, NE 68137 (402) 895-3101 M-F 8:30 am to 8:00 pm Sat 8:30 am to 5:00 pm Sun 10:00 am to 3:00 pm	CRIS 5000 Dodge Street Omaha, NE 68132 (402) 553-8900 M-F 8:00 am to 9:00 pm Sat & Sun 9:00 am to 5:00 pm	EPC M-F 8:30 am to 5:30 pm Sat & Sun closed
Park Avenue 2923 Leavenworth Omaha, NE 68105 (402) 342-6547 M-F 8:00 am to 9:00 pm Sat 9:00 am to 5:00 pm Sun 10:00 am to 5:00 pm	Westgate 3427 South 84 th Street Omaha, NE 68124 (402) 393-1404 M-F 8:30 am to 8:00 pm Sat 9:00 am to 5:00 pm Sun 10:00 am to 3:00 pm	Malvern 410 Main Street Malvern, LA 51551 (712) 624-9050 M 9:00 am to 1:00 pm T 8:30 am to 5:00 pm W & Th 8am to 5:30 pm F 1:00 pm to 6:00 pm Sat 8:30 am to 12:30 pm Sun closed

Offer a delivery option?:

Yes

No

Vendor will pursue compensation from Medicaid as the primary payment source from the eligibility date rather than the County GA program?

Yes

No

Attach copy of State of Nebraska license.

Company Information:

Years in business: 64

of employees 160

Total sales last 3 years \$27,832,380

\$30,152,260

\$32,551,028

References:

Company Name: Autism Center & Developmental Services of Nebraska
Contact Name: Ralph Allen Phone Number: 402 201 6194

Company Name: Sarpy County Telecare
Contact Name: Cindy Kuhlman Phone Number: 402 291 1203

Company Name: Envisions
Contact Name: Marlee Eigenverg-Gordon Phone Number: 402 597 3336

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

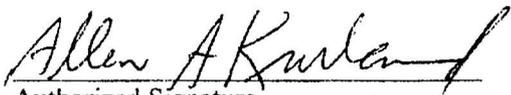
I acknowledge receipt of the following addenda (if applicable):

Addendum #1 _____

Addendum #2 _____

Kohl's Pharmacy & Homecare
Company Name

David G Kohll
Company Representative (Please print)


Authorized Signature

402 895 6812 xt 114
Telephone Number

12759 Q Street
Address

402 895 7655
Fax Number

Omaha, NE 68137
City, State & Zip

dkohll@kohlls.com
E-Mail Address

***NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**

Beth Garber

From: dkohlrx@gmail.com on behalf of David Kohll <dkohl@kohlls.com>
Sent: Wednesday, August 08, 2012 12:14 PM
To: Beth Garber
Cc: lbucksbee@kohlls.com
Subject: TRIM: Re: Sarpy RFP Clarification

HP TRIM Record Number: P12/641

Beth,

Kohll's routinely delivers medications. We have offered this delivery service since Kohll's was founded in 1948. There is no charge for the deliveries. The delivery areas we normally deliver to daily includes Papillion, Plattsmouth, Bellevue, Platteview, and of course Omaha Metro.

We prefer to deliver the next day after med ordered, but if the patient needs the medicine the same day, we deliver the same day.

Thanks,

David

On Wed, Aug 8, 2012 at 11:27 AM, Beth Garber <bcunard@sarpy.com> wrote:

David, could you please clarify your delivery option for pharmaceuticals including any additional costs or parameters?

Beth Garber

Senior Buyer/Contract Administrator

Sarpy County Purchasing Department

1210 Golden Gate Drive

Papillion, NE 68046

(402) 593-4476

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Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

August 16, 2012

Kohl's Pharmacy & Homecare
12759 Q Street
Omaha NE 68137

RE: Bid Award Pharmaceuticals for Medical Indigents

Action by the Sarpy County Board of Commissioners, at the meeting of August 14, 2012, is as follows:

Public Hearing and Resolution 2012-247: Award bid for pharmaceuticals for medical indigents.
Beth Garber, Purchaser

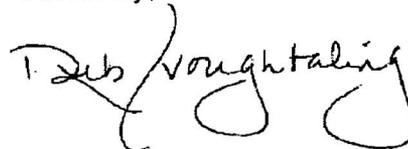
MOTION: After a public hearing, Warren resolved, seconded by Nekuda, to approve the resolution which accepts the lowest responsive bid of Kohl's Pharmacy & Homecare for pharmaceuticals for medical indigents. Ayes: Hike, Thompson, Richards, Nekuda & Warren. Nays: None.

Enclosed are **two originals** of the contract agreement. Please have them **signed and attested** by a representative of your company and **return one** to this office.

PLEASE NOTE: If required by specifications, please provide any bonds, insurance certificates or other referenced documentation along with the fully executed agreement prior to beginning work under this agreement.

Mail or return to: Sarpy County Clerk
Attn: Chris Vance
1210 Golden Gate Drive
Papillion, NE 68046-2895

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosures (2)
DH/kk