

SARPY COUNTY, NEBRASKA

REQUEST FOR PROPOSALS

Pharmaceuticals for Prisoners in the Law Enforcement Center and Juvenile Justice Center

For the
Sheriff's Office

PROPOSALS DUE:
10:00 a.m., Thursday, April 12, 2018

General Information

Notice to Vendors

Sarpy County is seeking proposals for Pharmaceuticals for Prisoners in the Law Enforcement Center and Juvenile Justice Center for the Sheriff's Office. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal for a period of two (2) years commencing June 1, 2018 until May 31, 2020 with two (2), two (2) year options.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 10:00 a.m., Thursday, April 12, 2018. Bids shall be in a sealed envelope, clearly marked "Sealed Bid – Pharmaceuticals for Prisoners in the Law Enforcement Center and Juvenile Justice Center" 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.**

Requests for information and clarification questions must be received by April 5, 2018 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, Suite 1220, Papillion, NE 68046, (402) 593-4476, bgarber@sarpy.com or via the internet at www.sarpy.com.

Vendors that obtain specifications from 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, Suite 1250
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 Administration Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 10:00 a.m., Thursday, April 12, 2018.

All bids submitted shall be valid for a period of ninety (90) 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. Destination, freight prepaid, 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

Evaluation will be done by Beth Garber, Sarpy County Purchaser along with personnel from the Sheriff's 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.

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

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.

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.

No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.

Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046 or bgarber@sarpy.com. **Requests must be received by April 5, 2018 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

All addenda will become part of this RFP and must be responded to by each Vendor.

All addenda must be acknowledged in writing in the bid submitted by the Vendor.

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 non-proprietary 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. **Pricing information is not considered financial information and therefore is not considered Confidential.** Please note: even if Vendor believes pricing information is confidential and includes it in a separate, sealed envelope, such information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, 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, upon request.

4. Non-Discrimination Clause

Pursuant to Neb. Rev. Stat. §73-102, 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., 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, 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 a monthly itemized invoice for payment and supporting WAC documentation. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery.

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 June 1, 2018 until May 31, 2020 with two (2), two (2) year options. 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:

The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

- a) 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.
- b) 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 of 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.

18. 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.

19. 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.

20. Company Information

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

- a. Years in business;
- b. Number of employees; and,
- c. Total sales for last three (3) years.

21. References

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

22. Tobacco Free Notice

The use of tobacco is not permitted within the facilities or on the property of leased and owned Sarpy County buildings at any time including, but not limited to lawns, sidewalks, parking lots and vehicles on authorized County business.

Specifications

Sarpy County is seeking proposals for Pharmaceuticals for Prisoners in the Sarpy County Law Enforcement Center and Juvenile Justice Center for the Sheriff's Department. Sarpy County operates a law enforcement center with a capacity of 148 prisoners. Sarpy County also operates a Juvenile Justice Center with a capacity of 36 juveniles. The purpose of this bid is to supply medications (brand name, generic and over the counter) and medical supplies as may be requested by Sarpy County through the Sarpy County Law Enforcement Center and Juvenile Justice Center.

Pharmaceuticals shall be FDA approved generic whenever possible. Vendor shall notify the Jail Nurse via email when generic drugs could possibly be substituted for name brand drugs.

1. License

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

2. Volume

Pharmaceutical purchases were approximately \$171,013 for fiscal year 2017. The purchase amount specified in this solicitation, however, is approximate only and is given for the information of the Vendor and for the purpose of bid evaluation. The number does not indicate the actual amount which may be spent annually since such volume will depend upon the requirements of the County. The County does not guarantee any particular volume. However, it is the intent of Sarpy County to purchase as much medication and medical supplies as possible from the successful bidder in order to maximize cost savings. Sarpy County reserves the right to purchase such medications and medical supplies as may be necessary from other vendors.

3. Pricing

- a. The Vendor shall use the most current Wholesale Acquisition Cost (WAC) as published by First DataBank pricing index, plus or minus a percentage of the WAC. The successful Vendor shall submit WAC documentation, upon request, and WAC pricing shall be available, on request, for auditing purposes.
- b. Bid prices shall include all shipping, handling, packaging and all other charges incidental to the delivery of the pharmaceuticals. Under no circumstances will the County be liable for any additional charges.
- c. Attached as Exhibit B is a list of medications with quantities that were most commonly purchased in the 2017 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 WAC published by First DataBank as of February, 2018 along with proposed percent discount as listed on Bid Form 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, medical supplies and quantities ordered may be different.

4. Ordering

- a. The successful Vendor will enter into an agreement (attached as Exhibit A) and agree to supply medications (both prescription and non-prescription) and medical supplies as may be requested by Sarpy County through the Sarpy County Law Enforcement Center and Juvenile Justice Center.
- b. Sarpy County shall order medications (both new prescriptions and refills and OTC medications) and medical supplies through an online ordering process, as needed, to the pharmacy. Vendor to describe ordering process within proposal.
- c. As new inmates arrive and in the case of an emergency, Sarpy County will order medications via telephone or another agreed upon method. A hard copy will follow any telephone order as specified by law.

5. Mode

- a. The Sarpy County Law Enforcement Center currently uses a 30-day blister pack system for all non-liquid medications (except medical supplies). Liquid medicine will be issued in standard prescription bottles. If it is anticipated that an inmate needs less than a 30-day supply, a 7-day supply will be ordered. **Vendor may submit with their proposal optional programs that would provide more cost savings to Sarpy County.**
- b. The preparation, labeling and packaging of all medications shall be performed in accordance with all applicable Federal and State laws and regulations.

6. Delivery

- a. Vendor must have the capability for one (1) delivery a day (late morning or early afternoon) six (6) days a week, and a second delivery in the evening Monday through Friday. Orders shall be delivered within 24 hours of placing the order. There shall be unlimited emergency deliveries for life threatening situations. Vendor shall have the ability to render emergency service within a four (4) hour period. Delivery time frames to be stated on Bid Form.
- b. The Vendor shall be required to maintain, or have available, an inventory sufficient to deliver requested items on a daily basis. If, for any reason, a product is not available through normal ordering procedures, the Vendor must notify the County in writing, by email. This type of situation should rarely occur as the provider is expected to provide most pharmaceuticals the same day. Any shortage must be corrected within twenty-four (24) hours.

7. Service

- a. It is preferred that the Vendor maintain an online ordering site with the following features:
 1. The site and its necessary passwords will be available to the County at no additional charge.
 2. Requested WAC pricing updates provided electronically on a monthly basis, minimum.
 3. The ordering site allows the person placing the order to see the on-hand quantity of the drug to ensure that it is in stock.
 4. Vendor to provide historical data on items ordered, preferable through the ordering site for a period of at least twenty four (24) months from the date of the order.
- b. Vendor's pharmacist and staff shall provide:
 1. Vendor to provide information/consultation regarding products ordered by the County, as requested. This service shall be available to the County twenty four (24) hours per day.
 2. Vendor shall provide for appropriate disposal of excess medication on a monthly basis in accordance with State of Nebraska regulations.
 3. Vendor will provide to the Jail Nurse, or designee, medication administration records listing each inmate's name, medication, directions and dosing times.
 4. Provide written instructions for Jail Nurse to administer medications.
 5. Provide review of each inmate patient's prescriptions to prevent adverse interactions or doubling of medications. An immediate written report should be submitted to the Jail Nurse or designee regarding any adverse interaction or doubling of medication.

8. Product Returns

- a. Products ordered or delivered in error (Vendor or County) are to be credited 100% upon their return within a seven (7) day time frame.
- b. All damaged products received by the County are to be credited 100% upon return within a seven (7) day time frame.

- c. Manufacturer recalls are to be credited 100% upon return within a seven (7) day time frame.
- d. Outdated, discontinued and otherwise unusable goods are to be returned, subject to the manufacturer's return policy. Contractor is to provide pharmaceuticals that can be reasonably used prior to their expiration date. Products delivered that are not current will be returned for a 100% credit upon return within a seven (7) day time frame. Vendor to state the return policy for all unused, discounted, outdated or otherwise unusable goods.
- e. Vendor shall handle and dispose of pharmaceuticals in accordance to all Federal, state and local regulations.

9. Audit:

- a. Sarpy County reserves the right to request invoices or other such records for verification of supply prices charged to the County under this agreement. Vendor shall make available and retain all records and cost information related to this agreement for a period of two years beyond the agreement expiration date.
- b. The vendor shall retain as completely confidential all information relating to the policies, procedures and records of the inmates consistent with all laws regulating the disclosure of public record.

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

COMPANY NAME: _____

Sarpy County, Nebraska
Pharmaceuticals for Prisoners in the Law Enforcement Center and Juvenile Justice Center
Bid Form

Wholesale Acquisition Costs (WAC) – Brand Name:

WAC: + _____%

OR

WAC: - _____%

Wholesale Acquisition Costs (WAC) – Generic:

WAC: + _____%

OR

WAC: - _____%

*Prices are to be F.O.B. - Sarpy County

Company Information

Years in business: _____

of employees _____

Total sales last 3 years _____

References

Company Name: _____

Address: _____

Contact Name: _____ Phone Number: _____

Date of Purchase: _____ Email: _____

Company Name: _____

Address: _____

Contact Name: _____ Phone Number: _____

Date of Purchase: _____ Email: _____

Company Name: _____

Address: _____

Contact Name: _____ Phone Number: _____

Date of Purchase: _____ Email: _____

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

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

Addendum #1 _____

Addendum #2 _____

- Attachments:**
1. License
 2. Pharmacy Location & Hours
 3. Price Verification Procedure
 4. Ordering Process
 5. Delivery Schedule
 6. Return Policy

Company Name

Company Representative (Please print)

Authorized Signature

Telephone Number

Address

City, State & Zip

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 _____, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Pharmaceuticals for Prisoners in the Law Enforcement Center and Juvenile Justice Center for the Sheriff's 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 Prisoners in the Law Enforcement Center and Juvenile Justice Center in conformity with each and every term, condition, specification, and requirements 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:

Sheriff's Office
Sarpy County Courthouse
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 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, Suite 1250
Papillion, NE 68046

Vendor: _____

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 _____, 2018.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Sarpy County Clerk

Chairperson
Sarpy County Board of Commissioners

Approved as to Form:

Vendor: _____

Deputy County Attorney

By: _____

Title: _____

Instructions for Exhibit B

Vendor shall list the total prices (WAC) for the total quantity listed for the exact medication prescribed including medication name and how dispensed (i.e. 300 mg). The quantity is the total number of tablets or capsules ordered in a one year period.

The total WAC price listed shall incorporate the percent discount listed on Bid Form. Vendor must bid all items listed to be eligible in the review process. Below is a sample of the expectations.

SAMPLE EXHIBIT B

| Medication | Quantity | Brand Name Medication | | |
|--------------------------|----------|-----------------------|----------------|---|
| | | WAC Unit Price | WAC % Discount | Extended Total WAC - w/Discount Applied |
| Golytely Bottle | 8,000 | \$40.00 | 10.00% | \$32,000.00 |
| HydrOXYzine HCl 50mg Tab | 4,980 | \$4.50 | 10.00% | \$2,241.00 |

*Total WAC: Quantity x WAC Price w/Percent Discount.

Exhibit B
Medication List

| Law Enforcement Center | | | | | | | |
|----------------------------|----------|-----------------------|----------------|---|--------------------|----------------|---|
| Medication | Quantity | Brand Name Medication | | | Generic Medication | | |
| | | WAC Unit Price | WAC % Discount | Extended Total WAC - w/Discount Applied | WAC Unit Price | WAC % Discount | Extended Total WAC - w/Discount Applied |
| Golytely Bottle | 8,000 | | | \$0.00 | | | \$0.00 |
| HydrOXYzine HCl 50mg Tab | 4,980 | | | \$0.00 | | | \$0.00 |
| Lactulose 10gm/15ml Sol | 4,730 | | | \$0.00 | | | \$0.00 |
| FLUoxetine 20mg Capsule | 4,380 | | | \$0.00 | | | \$0.00 |
| Gabapentin 300mg Capsule | 3,900 | | | \$0.00 | | | \$0.00 |
| Omeprazole 20mg Capsule | 3,220 | | | \$0.00 | | | \$0.00 |
| Ibuprofen 800mg Tablet | 2,600 | | | \$0.00 | | | \$0.00 |
| Quetiapine 100mg Tab-30 | 2,310 | | | \$0.00 | | | \$0.00 |
| Hydrocortisone 5mg Tablet | 2,250 | | | \$0.00 | | | \$0.00 |
| BusPIRone 15mg Tab | 2,160 | | | \$0.00 | | | \$0.00 |
| Quetiapine 300mg Tablet | 2,160 | | | \$0.00 | | | \$0.00 |
| Meloxicam 15mg Tablet | 1,830 | | | \$0.00 | | | \$0.00 |
| FLUoxetine 10mg Capsule | 1,800 | | | \$0.00 | | | \$0.00 |
| HydrOXYzine HCl 25mg Tab | 1,740 | | | \$0.00 | | | \$0.00 |
| Gabapentin 600mg Tablet | 1,680 | | | \$0.00 | | | \$0.00 |
| Peg 3350 Powder | 1,530 | | | \$0.00 | | | \$0.00 |
| buPROPion XL 300mg Tablet | 1,500 | | | \$0.00 | | | \$0.00 |
| Lithium Carb 300mg Caps | 1,425 | | | \$0.00 | | | \$0.00 |
| Metoprolol 25mg Tab 30 | 1,410 | | | \$0.00 | | | \$0.00 |
| buPROPion-XL 150mg Tablet | 1,401 | | | \$0.00 | | | \$0.00 |
| Pentasa 250mg Capsule | 1,394 | | | \$0.00 | | | \$0.00 |
| Prazosin 1mg Capsule | 1,290 | | | \$0.00 | | | \$0.00 |
| Prazosin 2mg Capsule | 1,260 | | | \$0.00 | | | \$0.00 |
| Quetiapine 400mg Tab-30 | 1,260 | | | \$0.00 | | | \$0.00 |
| Penicillin VK 500mg Tab | 1,230 | | | \$0.00 | | | \$0.00 |
| Ibuprofen 400mg Tablet | 1,200 | | | \$0.00 | | | \$0.00 |
| metFORMIN 1000mg Tab | 1,200 | | | \$0.00 | | | \$0.00 |
| Quetiapine 50mg Tablet | 1,200 | | | \$0.00 | | | \$0.00 |
| Sertraline 50mg Tablet | 1,200 | | | \$0.00 | | | \$0.00 |
| Metoprolol 50mg Tablet | 1,170 | | | \$0.00 | | | \$0.00 |
| Olanzapine 10mg Tab-30 | 1,140 | | | \$0.00 | | | \$0.00 |
| Sertraline 100mg Tablet | 1,110 | | | \$0.00 | | | \$0.00 |
| Buspirone 30mg Tab -30 | 1,080 | | | \$0.00 | | | \$0.00 |
| cloNIDine 0.1mg Tablet-30 | 1,080 | | | \$0.00 | | | \$0.00 |
| Duloxetine 60mg Cap | 1,020 | | | \$0.00 | | | \$0.00 |
| Naproxen 500mg Tablet | 1,000 | | | \$0.00 | | | \$0.00 |
| Chlorhex 0.12% *A/F* Rins | 946 | | | \$0.00 | | | \$0.00 |
| Divalproex *ER24* 500mg T | 930 | | | \$0.00 | | | \$0.00 |
| Amitriptyline 100mg Tablet | 900 | | | \$0.00 | | | \$0.00 |
| Bupropion Hcl Er (xi) 150 | 900 | | | \$0.00 | | | \$0.00 |
| BusPIRone 15mg Tab-30 | 900 | | | \$0.00 | | | \$0.00 |
| BusPIRone 10mg Tablet | 870 | | | \$0.00 | | | \$0.00 |
| Lamotrigine 100g Tab 30 | 870 | | | \$0.00 | | | \$0.00 |
| LamoTRigine 25mg Tab 30 | 870 | | | \$0.00 | | | \$0.00 |
| Haloperidol 1mg tab (30) | 840 | | | \$0.00 | | | \$0.00 |
| LevETIRAcetam 500mg Tab | 840 | | | \$0.00 | | | \$0.00 |
| Divalproex DR 500mg Tab | 810 | | | \$0.00 | | | \$0.00 |
| Escitalopram 10mg Tablet | 810 | | | \$0.00 | | | \$0.00 |
| Gabapentin 100mg Capsule | 810 | | | \$0.00 | | | \$0.00 |
| Citalopram 20mg Tablet 30 | 780 | | | \$0.00 | | | \$0.00 |
| Ciindamycin 300mg Capsule | 720 | | | \$0.00 | | | \$0.00 |
| HCTZ 25mg Tablet | 720 | | | \$0.00 | | | \$0.00 |
| SulfaSALAZI NE 500mg Tab | 720 | | | \$0.00 | | | \$0.00 |
| Amoxicillin 500mg Capsule | 690 | | | \$0.00 | | | \$0.00 |
| TraZODONE 100mg Tab | 690 | | | \$0.00 | | | \$0.00 |
| Venlafaxine ER 75mg Cap | 690 | | | \$0.00 | | | \$0.00 |
| Mirtazapine 30mg Tablet | 660 | | | \$0.00 | | | \$0.00 |
| Tamsulosin 0.4mg Capsule | 660 | | | \$0.00 | | | \$0.00 |
| cloNIDine 0.1mg Tablet | 645 | | | \$0.00 | | | \$0.00 |
| Triamcinolone 0.1% Oint | 640 | | | \$0.00 | | | \$0.00 |
| Escitalopram 20mg Tablet | 630 | | | \$0.00 | | | \$0.00 |
| PredniSONE 10mg Tablet | 630 | | | \$0.00 | | | \$0.00 |
| Ranitidine 150mg Tablet | 620 | | | \$0.00 | | | \$0.00 |
| Mirtazapine 15mg Tablet | 600 | | | \$0.00 | | | \$0.00 |
| Quetiapine 200mg Tablet | 600 | | | \$0.00 | | | \$0.00 |
| amLODIPine 10mg Tablet | 570 | | | \$0.00 | | | \$0.00 |
| HydroXYzine 10mg Tablet | 570 | | | \$0.00 | | | \$0.00 |
| Lialda 1.2gm Tab | 570 | | | \$0.00 | | | \$0.00 |
| Lisinopril 20mg Tab | 570 | | | \$0.00 | | | \$0.00 |
| metFORMIN 500mg Tablet | 570 | | | \$0.00 | | | \$0.00 |
| Quetiapine ER 300mg Tab | 570 | | | \$0.00 | | | \$0.00 |
| Ziprasidone 80mg Capsule | 570 | | | \$0.00 | | | \$0.00 |
| Levothyroxine 50mcg Tab | 540 | | | \$0.00 | | | \$0.00 |
| Olanzapine 20mg Tab (30) | 540 | | | \$0.00 | | | \$0.00 |
| Venlafaxine ER 150mg Cap | 540 | | | \$0.00 | | | \$0.00 |
| buPROPion XL 300mg Tab-30 | 510 | | | \$0.00 | | | \$0.00 |
| Gabapentin 600mg Tab 30 | 510 | | | \$0.00 | | | \$0.00 |
| Lisinopril 10mg Tablet | 510 | | | \$0.00 | | | \$0.00 |
| Lithium Carb 300mg Cap-30 | 510 | | | \$0.00 | | | \$0.00 |
| Lyrica 75mg Capsule | 510 | | | \$0.00 | | | \$0.00 |
| Omeprazole 40mg Capsule | 510 | | | \$0.00 | | | \$0.00 |
| PARoxetine 20mg Tablet-30 | 510 | | | \$0.00 | | | \$0.00 |
| Sulfatrim DS Tablet | 510 | | | \$0.00 | | | \$0.00 |
| Aripiprazole 20mg Tablet | 480 | | | \$0.00 | | | \$0.00 |
| Levothyroxine 25mcg Tab | 480 | | | \$0.00 | | | \$0.00 |
| Olanzapine 15mg Tab(30) | 480 | | | \$0.00 | | | \$0.00 |
| OXCabazepine 600mg Tab | 480 | | | \$0.00 | | | \$0.00 |
| Ziprasidone 60mg Caps 30 | 480 | | | \$0.00 | | | \$0.00 |
| Valproic Acid 250mg/Sml | 473 | | | \$0.00 | | | \$0.00 |
| Pantoprazole 40mg Tablet | 457 | | | \$0.00 | | | \$0.00 |
| Levothyroxine 100mcg Tab | 450 | | | \$0.00 | | | \$0.00 |
| Meloxicam 15mg Tab 30 | 450 | | | \$0.00 | | | \$0.00 |
| Propranolol 80mg Tablet | 450 | | | \$0.00 | | | \$0.00 |
| Minocycline 50mg Capsule | 420 | | | \$0.00 | | | \$0.00 |
| Ondansetron 4mg Tablet | 420 | | | \$0.00 | | | \$0.00 |
| Triamcinolone 0.1% Cream | 400 | | | \$0.00 | | | \$0.00 |
| Olanzapine 5mg Tablet | 392 | | | \$0.00 | | | \$0.00 |
| Aripiprazole 15mg Tablet | 390 | | | \$0.00 | | | \$0.00 |
| Cdp 25mg Capsule | 390 | | | \$0.00 | | | \$0.00 |
| Lithium Carb-150mg- Cp-30 | 390 | | | \$0.00 | | | \$0.00 |
| Total | | | | \$0.00 | | | \$0.00 |

**Exhibit B
Medication List**

| Juvenile Justice Center | | | | | | | | |
|---|-----------|--------------|-----------------------|----------------|---|--------------------|----------------|---|
| Medication | Unit | Quantity | Brand Name Medication | | | Generic Medication | | |
| | | | WAC Unit Price | WAC % Discount | Extended Total WAC - w/Discount Applied | WAC Unit Price | WAC % Discount | Extended Total WAC - w/Discount Applied |
| Tolnaftate 1% cream (antifungal) | Tube | 4 | | | \$0.00 | | | \$0.00 |
| Tubersol PPD 10 test | Vial | 8 | | | \$0.00 | | | \$0.00 |
| Diphenhydramine | Pill | \$400.00 | | | \$0.00 | | | \$0.00 |
| Eye drop solution (substitute for visine) | Bottle | \$4.00 | | | \$0.00 | | | \$0.00 |
| Blood glucose strips 50 test strips | Bottle | 2 | | | \$0.00 | | | \$0.00 |
| Hydrocortisone cream 1% | Tube | 7 | | | \$0.00 | | | \$0.00 |
| Milk of Magnesium | Bottle | 1 | | | \$0.00 | | | \$0.00 |
| Daily Vitamins 2 bottles, 1000/bottle | Pill | 2000 | | | \$0.00 | | | \$0.00 |
| Sudogest 10 mg (Sudofed) | Pill | 216 | | | \$0.00 | | | \$0.00 |
| Vitamin D3 | Pill | 400 | | | \$0.00 | | | \$0.00 |
| Afluria (flu vaccine) | Dose | 40 | | | \$0.00 | | | \$0.00 |
| Epinephrine 0.3 mg 2 pack | Injector | 2 | | | \$0.00 | | | \$0.00 |
| Neomycin/polmyxin B and hydrocortisone otic solutions | Bottle | 3 | | | \$0.00 | | | \$0.00 |
| Lactaid | Tablet | 300 | | | \$0.00 | | | \$0.00 |
| Benzoil Peroxide Acne Cream | Tube | 2 | | | \$0.00 | | | \$0.00 |
| Lice killing shampoo | Bottle | 13 | | | \$0.00 | | | \$0.00 |
| Bacitracin Ointment | Dose | 144 | | | \$0.00 | | | \$0.00 |
| Antacid | Tablet | 150 | | | \$0.00 | | | \$0.00 |
| Selenium 1% shampoo | Bottle | 1 | | | \$0.00 | | | \$0.00 |
| Ventolin Inhaler | Each | 6 | | | \$0.00 | | | \$0.00 |
| Acetaminophen 325 mg | Tablet | 4000 | | | \$0.00 | | | \$0.00 |
| Permethrin cream 5 % for scabies | Tube | 2 | | | \$0.00 | | | \$0.00 |
| Deep sea nasal spray | Bottle | 2 | | | \$0.00 | | | \$0.00 |
| Albuterol 0.083 % | Unit Dose | 25 | | | \$0.00 | | | \$0.00 |
| Glucagon Emergency Kit | Kit | 1 | | | \$0.00 | | | \$0.00 |
| Sore throat lozenges | Lozenge | 180 | | | \$0.00 | | | \$0.00 |
| | | Total | | | \$0.00 | | | \$0.00 |