COUNTY OF VICTORIA

REQUEST FOR PROPOSAL

FOR

ANNUAL CONTRACT FOR PHARMACEUTICALS FOR THE VICTORIA COUNTY JAIL

BIDS WILL BE RECEIVED UNTIL

2:00 P.M. FRIDAY, July 26, 2019

AT THE OFFICE OF

BEN ZELLER, COUNTY JUDGE, ROOM 102

VICTORIA COUNTY COURTHOUSE

PUBLIC PROPOSAL OPENING WILL BE CONDUCTED AT 10:00 A.M. ON JULY 29, 2019 IN COMMISSIONERS’ COURTROOM SECOND FLOOR, COURTHOUSE VICTORIA, TEXAS
I. INSTRUCTIONS

A. Offerers may submit sealed proposals to the office of Ben Zeller, County Judge:

VICTORIA COUNTY JUDGE’S OFFICE
101 N. BRIDGE, SUITE 102
VICTORIA, TEXAS 77901

Sealed proposals shall be received until:

2:00 P.M., Friday, July 26, 2019
MARK ENVELOPE: Jail Pharmaceuticals

Victoria County is always very conscious and extremely appreciative of the time and effort you must expend to submit an offer. We would appreciate your indicating on any "NO OFFER" response and requirements of this RFP which may have influenced your decision to "NO OFFER".

B. IT IS UNDERSTOOD THAT Victoria County, reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of Victoria County. Receipt of any proposal shall under no circumstances obligate Victoria County to accept the lowest proposal. The award of the contract shall be made to the responsible proposer whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposal.

C. PROPOSALS SHALL include all required documents. Each original proposal and all required copies shall be placed in a sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside. Facsimile and electronic transmittals shall not be accepted.

D. LATE PROPOSALS: Proposals received in County Judge’s Office after submission deadline shall be retumed unopened and will be considered void and unacceptable. Victoria County is not responsible for lateness of mail, carrier, etc., and time/date stamp clock in judge’s Office shall be the official time of receipt.

E. ALTERING PROPOSALS: Any interlineation, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

F. WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or cancelled by the proposer for a period of ninety (90) days following the date designated for the receipt of proposal, and proposer so agrees upon submittal of their proposal.
G. PROPOSALS WILL BE received and publicly acknowledged at the location, date, and time stated above. Proposers, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing proposers and kept secret during the negotiation/evaluation process.

H. SUBMITTAL OF CONFIDENTIAL MATERIAL: The Owner considers all Proposal information, documentation and supporting materials submitted in response to this Request for Proposal to be non-confidential and/or non-proprietary in nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Sec. 552.001, et seq.) after the award of the contract except for trade secrets and confidential information which the Offeror identifies as proprietary. Any material that is to be considered as CONFIDENTIAL/PROPRIETARY in nature must be clearly marked on each applicable page as such by the proposer. Marking your entire proposal CONFIDENTIAL/Proprietary is not in conformance with the Texas Public Information Act (Texas Government Code, Sec. 552.001, et seq.).

I. DISCLOSURE OF CERTAIN RELATIONSHIPS: Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the proposer or person’s affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Victoria County Judge’s Office no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed as defined in 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. A copy of the law is available at:


By submitting a response to this request, the proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If required, send completed forms to the Victoria County Judge’s Office located at 101 N. Bridge, Suite 102, Victoria, TX 77901.

J. DISCLOSURE OF INTERESTED PARTIES: In compliance with Section 2252.908 of the Texas Government Code, Victoria County Commissioners Court may not enter into a contract with a business entity as a result of acceptance or award of this solicitation unless the business entity submits a disclosure of interested parties form as required by this statute. Notification will be given to the business entity recommended for award upon which the business entity will be required to submit the completed form prior to award.

A copy of this law is available at
K. INFORMATION/QUESTIONS: All questions shall be submitted via email to bpavlock@vctx.org. All questions and answers will be posted online at victoriasheriff.org. Proposers are responsible for ensuring all answers to questions are reviewed prior to proposal submittal. Answers provided to posted questions address minor irregularities and are for clarification purposes only and do not revise or modify the specification requirements. Answers to questions that result in revisions to the specifications will be addressed by Addendum. No oral statement of any person shall modify or otherwise change, or affect the specifications.

L. ADDENDA: Addenda are written changes, additions, alterations, corrections or revisions to specifications which change the scope of work. Any addenda issued during the time allowed for the preparation of proposals shall be covered in the proposal and, in executing the contract; they shall become a part thereof. Failure of a Proposer to receive any addendum shall not release the Proposer from any obligations under his proposal, provided said addendum was posted online at victoriasheriff.org. Proposers are responsible for insuring all addendums are reviewed prior to proposal submittal. All addenda can be reviewed at victoriasheriff.org.

M. TERM: The initial term of the contract shall be for a one (1) year period beginning August 15, 2019 through August 14, 2020 with an option to renew for three (3) additional one-year terms at the discretion of Victoria County Commissioners Court.

N. PROPOSER RESPONSIBILITY: It is the responsibility of each proposer before submitting a proposal:

1. To examine thoroughly the contract documents and other related data identified in the proposal documents, to visit the site to become familiar with and satisfy proposer as to the general, local, and site conditions that may affect cost, progress, performance, etc.

2. To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.

3. To study and carefully correlate proposer's knowledge and observations with the contract documents and such other related data.

4. To promptly notify the County Judge's Office of all conflicts, errors, ambiguities, or discrepancies which proposer has discovered in or between the contract documents and such other related documents.

O. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS: Proposer shall submit information on its organization, experience and staff assigned to the project; provide headquarters, nearest office and managing office for the projects stated herein; and show level of organizational responsibility of key projects of staff members by submitting resumes of such. A prospective proposer must affirmatively demonstrate its responsibility by providing evidence of the following requirements:
1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics; and
5. be otherwise qualified and eligible to receive an award.

Victoria County may request representation and other information sufficient to determine proposer’s ability to meet these minimum standards listed above.

P. SALES TAX: Victoria County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include taxes.

Q. DEBT: Victoria County reserves the right to reject any proposal submitted by a Proposer who owes a debt to the County. Debt includes delinquent taxes, fines, fees and delinquencies arising from written agreements with the County.

R. PROPOSALS/PROPOSERS MUST COMPLY WITH: Proposals/proposers must comply with all federal, state, county and local laws governing or covering this type of service.

S. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CONTRACTING:

1. The goal of Victoria County is to ensure all HUBs, as described in the Texas Government Code, Title 10 Subtitle D, Chapter 2161, have maximum opportunities to participate in the County’s procurement in awarding of contracts and subcontracts.

2. Victoria County will make a good faith effort to increase contract awards for the purchase of goods or services from the HUBs. HUB proposers are encouraged to participate in the county’s purchasing and procurement process. While the County is oriented to adhere to good faith efforts, nothing in this effort shall be construed to establish set-asides or mandatory quotas.

3. The County and all prime contractors (if subcontracts are to be let) will take the affirmative steps listed below:
   a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.
   b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.
   c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business.
d. Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority business, and women's business enterprises.

e. Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Texas Procurement and Support Services (TPASS) Centralized Master Bidders List HUB Directory.
II. EVALUATION CRITERIA AND SUBMITTALS

A. EVALUATION CRITERIA: The award of the contract shall be made to the responsible proposer whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262. The evaluation criteria will be grouped into percentage factors as follows:

20% TAB 1 - Qualifications/Experience/Support/Service

20% TAB 2 – Scope of Work/Proposed Methodology and Technical Approach

60% TAB 3 - Total Proposed Price

Discussions may be conducted with responsible proposers who submit proposals determined to be reasonably susceptible of being selected for award. All proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers as determined to be in the best interest of Victoria County.

B. SUBMITTALS: Submittals will be in paper form as per the instructions in Section I.A. of these specifications. Submittals shall take the form of a bound 8 1/2 inch by 11 inch proposal with a Table of Contents and all pages numbered. Each section shall be clearly identified and tabbed as listed below. For proper comparison and evaluation, Victoria County requests that proposals follow the format outlined below.

Tab 1 – Offerer’s Qualifications/Experience/Support/Service


b. Contractor Background Information - This section should include a description of the offerer experience with other services similar to the one described herein. This information should include, at a minimum, the information requested herein. The services and pharmacy must comply with the National Commission of Correctional Health Care (NCCHC) standards, The American Correctional Association (ACA), along with all Federal, State and Local laws(s) or regulations(s). This section should also include information on your organization and staff assigned to the project.

c. References - Offerer shall submit with this proposal a list of at least three (3) references where like services or similar projects have been performed by their firm. Include name of firm, address, telephone number and name of representative.

d. Vendor Acknowledgement Form as required herein.
e. Address any performance related litigation that your firm may be, or has been, involved in over the last five (5) years. (Answer required even if none exists)

f. Identify if your firm has had any contracts terminated due to non-performance over the last five (5) years. (Answer required even if none exists)

g. Identify adverse actions sanctioned by any regulatory authorities over the last five (5) years. (Answer required even if none exists)

Tab 2 — Scope of Work/ Proposed Methodology and Technical Approach

a. Scope of Work - A statement that all products and services quoted in proposal are in full accord with the specifications or a brief listing of all those specification sections to which the offerer takes exception. All comments shall be listed and numbered in order of the respective article of the specification. This statement is required even if no exceptions are noted.

b. Methodology/Technical approach – Proposal must include a description of the Offerer’s plan for accomplishing the work and services to be provided to the County. Proposal must indicate a clear understanding of the scope of work, including a detailed plan outlining major tasks and responsibilities. (Section III.)

Provide the following:

1. Detailed plan for delivery of prescription, non-prescription and bulk medications
2. Web-Base Pharmacy services
3. Emergency and routine 24hr phone consultations
4. Miscellaneous reports
5. Capability to receive pharmaceutical orders via email and fax
6. Toll Free fax and phone numbers
7. Two (2) large, heavy duty, double locking medication distribution carts designed to support blister and container packaging.
8. Assistance with designing drug formulary and monitoring for cost efficiency.
9. Packaging appropriate for bulk storage, individual security distribution and/or self-medication. **Blisters cards are preferred.**
10. Reorder labels
11. Computer generated packing slips per each order.

Tab 3 — Proposed Pricing

a. Proposal Pricing/Delivery - Pricing shall be itemized for all items requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for explanation. (See attached Cost Proposal Form)

III. **SCOPE OF WORK**
A. PURPOSE: Victoria County's intent of this Request for Proposal and resulting contract is to obtain proposals from and the services of a Pharmaceutical Company.

B. NATURE OF SERVICES REQUIRED:

1. To provide Pharmaceutical Services to include prescription, non-prescription and bulk medication to inmates housed in the Victoria County Jail facility. Victoria County Jail presently houses approximately 430 inmates. Victoria County Jail is located at 101 N. Glass St., Victoria, TX. The total maximum jail capacity is 532.

2. Victoria County’s formulary is attached as Exhibit A.

3. Prescriptions must be prepared off site and delivered to the facility within 24 hours of order placement during normal business hours excluding Sundays. Orders made on Saturday would then be delivered on Monday. Pharmacy must be open 6 days a week. Stock medications may be delivered in 2-3 day shipments unless specified overnight at time of order.

4. Service provider must provide Web-Based Pharmacy services to include:
   a. Order fills and refill
   a. Patient medication history
   b. Web based reporting system
   c. Order Tracking
   d. Training and support for any program or software necessary for accessing/managing web-based services

5. Service provider must provide Electronic Medication Administration Record (EMAR) system for the facility. With all records belonging to Victoria County.

6. Victoria County currently uses Southern Software as the jail management operational system. Web-based services are not required to interface with these systems.

7. The service provider must provide emergency and routine phone consultation 24 hours a day.

8. A pharmacist must be on call 24 hours a day and must appear on-site for quarterly reviews/inspections.

9. Provider must be able to supply the following reports, when requested:
   a. Detailed inmate profiles
   b. Patient drug allergy and drug interaction
   c. Monthly drug usage per inmate
   d. Continual narcotic/controlled substances inventory
   e. Monthly psycho-tropic usage reports
f. List of medications which are known to produce adverse side-effects when they are exposed to high temperatures or sun

g. Total doses/orders dispensed per inmate

h. Percentage of inmates on medications

i. Percentage of inmates on psycho-tropics

j. Formulary vs. non-formulary medications dispensed

k. Number of inmate specific prescriptions per inmate

l. High to low usage by quantity dispensed

m. Medication breakdown listed by specific physician

n. Medication classification report

o. Cost containment recommendation reports

p. Stop date report (patient specific medications only)

q. Supply the specific NDC number for each medication priced

r. Invoices must include or be accompanied with the attached Billing Invoice Model (Exhibit C) containing drug name, NDC, Average Wholesale Price (AWP), Texas MAC, and Federal MAC. NDC price must reflect best value options on behalf of Victoria County.

s. Customized management/cost containment reports

10. Pharmacies must comply with all Federal and State laws. Vendors must submit documentation verifying lawful compliance as well as any accreditations and certificates demonstrating high quality standards. No specific accreditation is required unless required by law.

11. In addition to web based abilities provider must have the capability to process pharmaceutical orders by fax machine.

12. Provider is required to offer toll free phone numbers and toll free fax numbers if pharmacy service is a long distance call.

13. Provider shall supply two (2) large, heavy duty, double locking medication distribution carts designed to support blister and container packaging. **Blister cards are preferred.**

14. Facility requires assistance with drug formulary design and monitoring for cost efficiency.

15. Generic equivalent of all drugs will be dispensed when a generic equivalent exists and is requested. Medications are to be filled as ordered. Generic medications are most widely used, but must be specifically allowed. However, some medications will always be generic and specifically preauthorized by formulary or standing order, ex: Generic ibuprofen, 600 mg or 800 mg, is preferred over ‘Motrin’, as Acetaminophen will always be substituted for ‘Tylenol’. “Dispense as written”, can be identified on the order sheet.
16. Prescriptions for inmates will be issued on an as needed basis. Individual orders account for approximately 95% of orders placed.

17. Bulk/stock orders will be placed on an as needed basis. Bulk orders account for approximately 5% of all orders placed.

18. Include any other services available and any other costs not already included above.

19. Victoria County Jail Medical Unit has access to the internet via a LAN/Broadband connection.

C. PACKAGING:

1. Packaging - Medications must be packaged as appropriate for bulk/stock storage, individual distribution and/or an inmate self-medication system. **Blister cards are preferred.** High volume non-restricted medications may be required in bulk, ex. bottles of 50, 100, 500, and 1000 count on some OTC’s and antibiotics.

2. Routine formulary medications and controlled medications must be dispensed in a unit dose blister card or sealed bulk container, whichever is more appropriate or as specified by correctional health, containing a 2 part peel off reorder label or web based reorder processing. Blister cards for stock medication will contain a 30 day supply.

3. The service provider must include a computer generated packing slip with each order. The slip shall contain detail of dose by inmate name, number, date, medication, number of doses and prescription number.

D. DEFINITIONS:

1. Order = each card is an order. Refills are considered an order as well, and are not automatically date-time generated.

2. Dispensing price = Lesser of percentage discount relevant to AWP, Texas Maximum Allowable Cost, or Federal Upper Limit as set through Centers for Medicare & Medicaid Services.

E. REFERENCES: Victoria County uses the references listed below to validate pricing along with formulary included in Exhibit A.


2. Thomson Reuters Redbook

3. First Data Bank
IV. GENERAL CONTRACT TERMS AND CONDITIONS

A. CONTRACT: This request for proposal, submitted documents, and any negotiations, when properly accepted by Victoria County, shall constitute a contract equally binding between the successful proposer and Victoria County. No different or additional terms will become a part of this contract with the exception of a Change Order.

B. CONFLICT OF INTEREST: No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

C. CONFIDENTIALITY: All information disclosed by Victoria County to successful proposer for the purpose of the work to be done or information that comes to the attention of the successful proposer during the course of performing such work is to be kept strictly confidential.

D. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Victoria County Judge.

E. ASSIGNMENT: The successful proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Victoria County Commissioners.

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

G. INDEMNITY: Successful proposer shall defend, indemnify and save harmless Victoria County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer shall pay any judgment with cost which may be obtained against Victoria County growing out of such injury or damages.

II. DESIGN, STANDARDS AND PRACTICES: Design, strength, quality of materials and workmanship must conform to the highest standards of engineering practices and/or professional services.

I. PATENTS/COPYRIGHTS: The successful proposer agrees to protect Victoria County from claims involving infringements of patents and/or copyrights.

J. TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, completion and acceptance of services or default. Victoria County reserves the right to terminate the contract immediately in the event the successful proposer fails to:

1. meet delivery or completion schedules, or
2. otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes Victoria County to award to another proposer, purchase elsewhere and charge the full increase cost to the defaulting proposer.

Either party may terminate this contract with a thirty (30) days' written notice prior to the either party stating cancellation. The successful proposer must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to the County Judge, 101 N. Bridge, Suite 102, Victoria, Texas.

K. PERFORMANCE OF CONTRACT: Victoria County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award.

L. INVOICES: Invoices shall be mailed directly to:

Victoria County Sheriff’s Office  
Attn: Accounts Payable  
101 N. Glass St.  
Victoria, Texas 77901

The invoices shall show:

1. Name and address of successful proposer;
2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time; and

Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

M. PAYMENT: Payment will be made upon receipt and acceptance by the County of completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful proposer is required to pay subcontractors within ten (10) days.

N. OWNERSHIP: All records, plans, prints, designs, concepts, etc., shall become the property of Denton County.

O. INSURANCE: Before commencing work, the successful proposer shall be required, at his own expense, to furnish the Victoria County Judge’s Office within ten (10) days of notification of award with evidence showing the following insurance coverage to be in force throughout the term of the contract:

1. Worker's Compensation in accordance with State Territorial Worker's Compensation Laws; and Employer's Liability Insurance:
2. Public Liability and property damage insurance coverage including, but not limited
to, the liability assumed in the indemnification provisions (as specified in this RFP) fully insuring contractor's and/or subcontractor's liability for injury to, or death of, County employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum combined coverage for each occurrence of $500,000.00; and

3. Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of $300,000.00 each occurrence for bodily injury and $100,000.00 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

Each insurance policy to be furnished by successful proposer shall include, by endorsement to the policy, a statement that a notice shall be given to Victoria County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

P. FUNDING: Funds for payment have been provided through the Victoria County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Victoria County fiscal year shall be subject to budget approval.

Q. DEBARMENT: Proposer certifies that at the time of submission of its proposal, Proposer was not on the federal government’s list of suspended, ineligible or debarred contractors and that Proposer has not been placed on this list between the time of its proposal submission and the time of execution of the Contract. If Proposer is placed on this list during the term of the Contract, Proposer shall notify the Victoria County Judge. False certification or failure to notify may result in termination of the Contract for default.

R. GOVERNMENTAL ENTITIES: Governmental entities utilizing inter-governmental contracts with Victoria County will be eligible, but not obligated, to purchase necessary materials and supplies under the contract(s) awarded as a result of this solicitation. FOB Destination prices will apply only to delivery points specified in these documents. Delivery to other FOB points may include applicable freight charges. Any additional incremental costs for delivery must be clearly stated in quotes to participating entities before order is placed. All purchases by governmental entities other than Victoria County will be billed directly to that governmental entity and paid by that governmental entity. Victoria County will not be responsible for another governmental entity’s debts. Each governmental entity will order their material as needed. The quantities furnished in this proposal document are for Victoria County only.

S. AVAILABILITY: It is expressly understood and agreed that in case Victoria County should need any item(s) not available within the time frame needed from the successful proposer during the term of this contract, Victoria County reserves the right to purchase these items from other than the successful proposer and shall not be in violation of any
terms or conditions of said Contract. Further, Victoria County reserves the right to seek another proposer if, at any time, proposer's prices do not conform to public pricing.

T. INDEPENDENT CONTRACTOR: The successful proposer shall be and remain an independent contractor throughout the term of any contract awarded pursuant to this RFP.
### VENDOR REFERENCES

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

#### REFERENCE ONE

Government/Company Name: 

Address: 

Contact Person and Title: 

Phone: Email:  

Contract Period: Scope of Work

#### REFERENCE TWO

Government/Company Name: 

Address: 

Contact Person and Title: 

Phone: Email:  

Contract Period: Scope of Work

#### REFERENCE THREE

Government/Company Name: 

Address: 

Contact Person and Title: 

Phone: Email:  

Contract Period: Scope of Work
VEN DOR A CKNOW LED GE M E NT

The undersigned hereby certifies that he/she understands the specifications and any addendums, has read the document in its entirety and the prices submitted in this bid/proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, proposer further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "Bidder" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract; this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder; and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

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Cost Proposal Form

1. INDIVIDUAL PRESCRIPTIONS:

   Price for individual prescription based on Average Wholesale Price (AWP) less what percentage.

   Brand _________%
   Generic_________%

2. BULK PHARMACEUTICALS:

   Bulk Pharmaceuticals - Orders will be placed as needed. Price for bulk/stock medications based on Average Wholesale Price (AWP) less what percentage.

   Brand _________%
   Generic_________%

3. RETURNS

   Credit will be issued at what percentage of amount billed to
   Denton County for unused/unopened medications _________%
   (All unopened or blister sealed medications are eligible for credit.)

Authorized Signature ________________________________  Company Name ________________________________

Title ________________________________  Date ________________________________
Exhibit A
The following medications have been approved for inventory and standardized use under physician supervision. The standardization of the medication formulary is not intended to impede or restrict physician judgment in the use of medications identified as clinically necessary. In any event where an attending physician orders lawful medication regimens not included within this formulary, the direction of that attending physician will be followed and the clinical reasoning of necessity will be documented by that attending physician. The Victoria County Sheriff and/or County Judge at the direction of the Victoria County Health Authority may approve a variance of this formulary at will.
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<td>- Acetic acid HC drops</td>
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<td><strong>PENICILLINS</strong></td>
<td><strong>ANTI-INFLAMATORIES</strong></td>
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<tr>
<td>- Ampicillin</td>
<td>- Flovent</td>
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<td>- Amoxicil</td>
<td><strong>ANTI-TUSSIVES</strong></td>
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<tr>
<td>- Augmentin</td>
<td>- Mucinex DM 600/30</td>
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<tr>
<td>- Bicillin IM</td>
<td><strong>BRONCHODILATOR</strong></td>
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<tr>
<td></td>
<td>- Albuterol (Pro-Air)</td>
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<tr>
<td><strong>QUINOLONES</strong></td>
<td>- Serevent</td>
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<tr>
<td>- Cipro 500 mg</td>
<td><strong>ANTIHYSTAMINE</strong></td>
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<tr>
<td></td>
<td>- Diphenhydramine</td>
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<tr>
<td><strong>LINCOSMIDES</strong></td>
<td>- Chlorpheneramine 4 mg</td>
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<tr>
<td>- Clindamycin</td>
<td>- Loratadine 10 mg</td>
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<tr>
<td></td>
<td>- Antivert 25 mg</td>
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<tr>
<td><strong>TETRACYCLINES</strong></td>
<td>- Atarax 25 mg, 50 mg</td>
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<tr>
<td>- Doxycycline</td>
<td><strong>SULFONAMIDES</strong></td>
</tr>
<tr>
<td></td>
<td>- Spectra DS</td>
</tr>
<tr>
<td><strong>SULFONAMIDES</strong></td>
<td><strong>OPTHTALMIC</strong></td>
</tr>
<tr>
<td>- Spectra DS</td>
<td>- Artificial Tears</td>
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<tr>
<td></td>
<td>- Gentamycin</td>
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<td>- Tobradex</td>
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<tr>
<td><strong>OPTHTALMIC</strong></td>
<td>- Neo/Poly/HC</td>
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<tr>
<td>- Artificial Tears</td>
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<tr>
<td>- Gentamycin</td>
<td></td>
</tr>
<tr>
<td>- Tobradex</td>
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<tr>
<td>- Neo/Poly/HC</td>
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</table>
CARDIOVASCULAR

ACE INHIBITORS
- Lisinopril 10 mg, 20 mg
- Benazapril 10 mg, 20 mg

ALPHA-AGONIST
- Clonidine 0.1 mg, 0.2 mg, 0.3 mg

ANGIOTENSIN II RECP.
- Cozarr 50 mg, 100 mg

ADRENERGIC BLOCKERS
- Cardura 1 mg, 4 mg

BETA BLOCKER
- Propranolol 20 mg
- Metoprolol 50 mg, 100 mg
- Atenolol 50 mg, 100 mg
- Correg 3.125 mg, 6.25 mg

CALCIUM CHANNEL BLOCKER
- Nifedipine XL 30 mg, 60 mg
- Diltiazem 120 mg
- Verapamil 180 mg, 240 mg
- Norvasc 5 mg, 10 mg

DIURETIC
- Lasix 10 mg
- HCTZ 25 mg
- Spironolactone 25 mg

VASODILATOR
- Nitro 0.4 mg
- Nitro paste

ANTI-COAGULANTS
- ASA 81 mg, 325 mg EC
- Coumadin 1 mg, 2.5 mg, 5 mg

INOTROPICS
- Digoxin 0.125 mg, .25 mg

CHOLESTEROL
- Simvastatin 20 mg

ANTISpasMODIC
- Ditropan 5 mg

GOUT (uric acid)
- Allopurinal 100 mg, 300 mg
- Indomethacin XR 75 mg

ENDOCRINE

ORAL
- Glucophage 500 mg, 1,000 mg
- Glipizide 5 mg, 10 mg
- Glyburide 2.5 mg, 5 mg, 10 mg

INSULINS
- Humulin 70/30, N, R
- Novolin 70/30, N, R
- Lantus

GLUCOCORTICOIDS
- Medrol dose pack
- Depomedrol 40 mg IM
- Prednisone 10 mg, 20 mg

ESTROGENS
- Premarin 0.625 mg, 1.25 mg

THYROID
- Synthroid 25 mcg, 50 mcg, 75 mcg, 125 mcg, 175 mcg

VITAMINS
- Multi
- Prenatal
- B-6 50 mg
- Thiamine (B-1) 100 mg
- Iron 325 mg

URINARY

ANALGESICS
- Pyridium 200 mg

ANTI-INFECTIVES
- Bactrim DS
- Microbid 100 mg

PROSTATE
- Flomax .4 mg
- Tamsulosin .4 mg
BPH
-Cardura 1 mg, 4 mg

GASTROINTESTINAL

ANTI-ACID
-Tums
-Myacid 30 ml
-Tagament 400 mg, 800 mg
-Zantac 150 mg
-Fomatidine 20 mg
-Prilosec 20 mg, 40 mg

ANTI-EMETIC
-Phenergan 25 mg
-Zofran
-Kalmz

LAXATIVES
-MOM
-Metamucil
-Colace 100 mg
-Mineral Oil
-Fleets Enemas
-Dulcolax 5 mg

ANTI-DIARRHEA
-Imodium 2 mg
-Pepto Bismol
-Lomotil 2.5 mg

IBS
-Bentyl 10 mg, 20 mg

VAGINAL

ANTI-FUNGUS
-Miconazole cream, suppository
Diflucan 150 mg

ANTI-INFECTIVES
-Metrogel
-Flagyl 500 mg

EPILEPSY

ANTI-CONVULSANTS
-Dilantin 100 mg
-Tegretol 100 mg
-Depakote ER 250 mg, 500 mg
-Phenobarbital 30 mg, 60 mg, 64.5 mg
-Ativan IM

ANALGESICS

NON-NARCOTIC
-Tylenol 325 mg, 500 mg
-IBU 200 mg, 600 mg, 800 mg
-ASA 81 mg, 325 mg EC
-Naproxen 500 mg
-Toradol IM
-Nubain IM

NARCOTIC
-Hydrocodone 5/500 mg
-Ultram 50mg

MUSCLE RELAXANTS
-Robaxin 750 mg
-Flexeryl 10 mg

SKIN- MUCOUS MEMBRANES

ANORECTAL
-Procto Foam
-Anusol HC
-Hemorrhoid Supp & oint

ANTI-FUNGAL
-Tolnaftate cream
Selenium sulfide lotion
-Clotrimazole 1% cream
-Nizoral 200 mg (oral)

ANTI-VIRAL
-Acyclovir 400 mg

SCABICIDES
-Elemote
-Permethrin lotion 1%
ANTI-PURUTICS
- Atarax
- Triamcinalone acetonide
  Temovate
  HC 1% cream, 2% cream

KERATOLITICS
- Trichloroacetic Acid
- Podophyllin

ANTI-INFECTIVES
- TAO
- Bactroban
- Silvadene

ANALGESIC
- Caladyphen

CORTICOSTEROID
- Betamethasone dipropionate 0.1%
- Bethamethasone Valerate 0.1%
- Triamcinalone acetonide 0.1%
- Temovate 0.05%

ANALGESIC
- Caldypehn
## Tiered Psychopharmacological Formulary

<table>
<thead>
<tr>
<th>Tier 1</th>
<th>Tier 2</th>
<th>Tier 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tricyclic Antidepressants</strong>&lt;br&gt;Doxepin/Sinequin&lt;br&gt;Elavil/Amitriptyline&lt;br&gt;Tofranil/Imipramine</td>
<td>Pamelor/Nortriptyline</td>
<td><strong>SSRI’s</strong>&lt;br&gt;Paxil/Paroxetine&lt;br&gt;Prozac/Fluoxetine&lt;br&gt;Zoloft/Sertaline</td>
</tr>
<tr>
<td><strong>SNRI’s</strong>&lt;br&gt;Effexor XR/Venlafaxine ER</td>
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</tr>
<tr>
<td><strong>Misc. Antidepressants</strong>&lt;br&gt;Remeron/Mirtazapine&lt;br&gt;Trazodone/Desyrel&lt;br&gt;Wellbutrin XL/Bupropion</td>
<td></td>
<td></td>
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<tr>
<td><strong>Mood Stabilizers/Anti-Manics</strong>&lt;br&gt;Depakote ER/Divalproex&lt;br&gt;Eskalith/Lithium&lt;br&gt;Tegretol/Carbamazepine</td>
<td>Neurontin/Gabapentin&lt;br&gt;Trileptal/oxcarbazepine</td>
<td>Lamictal/Lamotrigine&lt;br&gt;Topamax/Topiramate&lt;br&gt;Eskalith CR</td>
</tr>
<tr>
<td><strong>Antipsychotic Medications</strong>&lt;br&gt;Haldol/Haloperidol&lt;br&gt;Loxitane/Loxipine&lt;br&gt;Prolinx/Fluphenazine&lt;br&gt;Stelazine/Trifluoperazine&lt;br&gt;Thorazine/Chlorpromazine&lt;br&gt;Trilafon/Perphenazine</td>
<td>Navane/Thiothixene&lt;br&gt;Risperda/Risperidone</td>
<td>Abilify/Aripiprazole&lt;br&gt;Clozeril/Clozapine&lt;br&gt;Geodon/Ziprasadone&lt;br&gt;Invega/Paliperidone&lt;br&gt;Saphris/Asenapine&lt;br&gt;Seroquel/Quetiapine</td>
</tr>
<tr>
<td><strong>Anxiolytic/Hypnotic Medications</strong>&lt;br&gt;Buspar/Buspirone&lt;br&gt;Vistaril/Atarax/Hydroxyzine</td>
<td>Activan/Lorazepam&lt;br&gt;Klonopin/Clonazepam</td>
<td>Xanax/Alprazalam</td>
</tr>
<tr>
<td><strong>Misc.</strong>&lt;br&gt;Artane/Trihexyphenidyl&lt;br&gt;Cogentin/Benztropine</td>
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</table>
Exhibit B
# EXHIBIT B

Victoria County Billing Invoice Model

## EXAMPLE

<table>
<thead>
<tr>
<th>Medication Name</th>
<th>Medication Strength</th>
<th>Dosage Form</th>
<th>UOM Quantity and Volume</th>
<th>11 Digit NDC Used (reflecting best market value)</th>
<th>Brand or Generic Indicator (B or G)</th>
<th>Discount AWP Price</th>
<th>Texas MAC Price</th>
<th>Federal Upper Limit (FLL) Price</th>
<th>Lesser of 1, 2 or 3</th>
<th>Price to Victoria County</th>
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<tbody>
<tr>
<td>Zyprexa</td>
<td>10MG</td>
<td>Tablet</td>
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<td>Zyprexa</td>
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<td>Tablet</td>
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</tbody>
</table>

| Total           |                    |             |                         |                                               |                                    |                   |                |                               | $                      |                          |