

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: AVIA PARTNERS, INC.	DATE ISSUED:	<u>3/1/2020</u>
250 E PARKCENTER BOULEVARD	CONTRACT NO:	<u>20-102-R</u>
BOISE, IDAHO 83706	CONTRACT TITLE:	<u>INDIGENT PRESCRIPTION HEALTH SERVICES</u>

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 20-102-R including any attachments or amendments thereto.

EFFECTIVE DATE: IMMEDIATELY

EXPIRES: SEPTEMBER 30, 2020

RENEWALS: THIS IS THE 3RD YEAR AWARD NOTICE OF A POSSIBLE 5 YEAR CONTRACT.

COMMODITY CODE(S): 94874

LIVING WAGE: N

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: MATT VIAN **VENDOR TEL. NO.:** (208) 395-5195

EMAIL ADDRESS: MATT.VIAN@AVIAPARTNERS.COM

COUNTY CONTACT: RUDBEL ALFARO (DHS-BHC) **COUNTY TEL. NO.:** (703) 228-5147

COUNTY CONTACT EMAIL: RALFARO@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Lucas Alexander Title PROCUREMENT OFFICER Date 3/1/2020

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 20-102-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between AVIA Partners, Inc. ("Contractor"), a Delaware foreign corporation with a place of business at 250 E Parkcenter Boulevard, Boise, Idaho 83706 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A Brazoria County Agreement #17-74, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Brazoria County and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Brazoria County. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County and shall be completed no later than September 30, 2020. ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

3. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The primary purpose of the Work is to furnish indigent health prescription management services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to

manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

9. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact Information for the Contractor:

Avia Partners, Inc.
Attn: Darrell Adams
205 E. Parkcenter Blvd.
Boise, ID 83706

With copy to: Legal Department

Contact Information for the Department (Department of Human Services)

Rudbel Alfaro, Project Officer
Arlington County Government
2100 Washington Boulevard, Suite 400
Arlington, Virginia 22204

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

10. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

11. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

13. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

14. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

15. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

16. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- f. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

WITNESS these signatures:

**THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA**

AVIA PARTNERS, INC.

**AUTHORIZED
SIGNATURE:** Lucas Alexander

**AUTHORIZED
SIGNATURE:** Mark Panzer

**NAME: LUCAS ALEXANDER
TITLE: PROCUREMENT OFFICER**

**NAME AND
TITLE: Mark Panzer, President**

DATE: 3/1/2020

DATE: February 07, 2020

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the 14th day of November, 2017, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, by virtue of an order of Brazoria County Commissioners' Court, and AVIA Partners (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for RFP #17-74 INDIGENT HEALTH PRESCRIPTION SERVICES as stated in the Request for Proposal Package Checklist hereto attached and made a part hereof, together with the bond (when required), and shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this 12th day of January 2018 2017 em

By: [Signature]
County Judge Signature

By: L.M. "Matt" Sebesta, Jr.
Printed Name

By: [Signature]
Signature of Contractor

By: Mark Panzer, SVP Pharmacy
Printed Name and Title

**AMENDMENT NUMBER 1
TO THE AGREEMENT
BETWEEN
BRAZORIA COUNTY
AND
AVIA PARTNERS**

BRAZORIA COUNTY CONTRACT RFP#17-74
INDIGENT HEALTH PRESCRIPTION SERVICES

This Amendment to the Contract between Brazoria County and AVIA Partners is entered into and effective on Tuesday, November 14, 2017. Brazoria County and AVIA Partners agree as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Amendment. For the purposes of this Agreement, the words "the Contract" or "the Brazoria County Contract" shall refer to the following documents:

- The initial term of the contract shall be December 1, 2017 to September 30, 2018. The remaining four (4) renewal terms will be as follows in order to have the contract term coincide with Brazoria County's fiscal year.

October 1, 2018 – September 30, 2019

October 1, 2019 – September 30, 2020


October 1, 2020 – September 30, 2021

October 1, 2021 – September 30, 2022

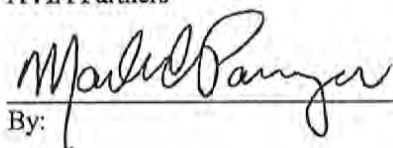
The RFP document shows the contract term beginning on October 1, 2017 and continuing until September 30, 2018; however, Brazoria County issued a purchase order, #1800716, to AVIA Partners, to cover the months of October and November 2017, in order to maintain services without interruption during the procurement of a new contract which was awarded to AVIA Partners on November 14, 2017 per court order 7.X.3. The Amendment will correct the contract term so it properly coincides with Brazoria County's fiscal year.

2. All other terms and conditions of the Contract and Contract Documents are to remain unchanged.

In witness whereof, the parties hereto have executed this Amendment under their respective hands as of the day and year first above in duplicate copies, each of which shall be deemed an original.

Brazoria County

County Judge

12.11.17
Date

AVIA Partners

By:

Mark C. Panzer, SVP Pharmacy
Printed or typed name and title

12/08/2017
Date



Avia Partners, Inc.
250 E Parkcenter Blvd
Boise, Id 83706
1-800-273-9166

October 20, 2017

AVIA Partners
250 E. Parkcenter Blvd.
Boise, ID 83706

Ms. Lesa Girouard
County Purchasing Director
Brazoria County Courthouse
111 E. Locust Street, Bldg. A-29, Suite 100
Angleton, Texas 77515

Re: RFP #17-74 INDIGENT HEALTH PRESCRIPTION SERVICES

Dear Ms. Girouard:

Thank you for allowing AVIA Partners the opportunity to respond to your RFP for the Indigent Health Prescription Services. As you know we have been your partner for many years, and we would be privileged to continue to provide services for Brazoria County.

Please contact me with any question you may have.

Thank you!

Sincerely,

A handwritten signature in black ink that reads "Darrell J. Adams". The signature is fluid and cursive, with a long horizontal stroke at the end.

Darrell J. Adams, Pharm D.
Manager, AVIA Partners Operations
Email: Darrell.Adams@AVIAPartners.com
Phone: (208) 395-4312
Fax: (208) 395-4173



**BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST STREET, BLDG. A-29, SUITE 100
ANGLETON, TEXAS 77515
TEL: 979-864-1825 FAX: 979-864-1034**

BRAZORIA COUNTY SOLICITATION DOWNLOAD ACKNOWLEDGMENT

*Failure to return this form may result in disqualification

Lesa Girouard, A.P.P., C.P.M., CPPB
County Purchasing Director
Brazoria County Purchasing
Courthouse West Annex
451 N. Velasco Street, Suite 100
Angleton, TX 77515

Solicitation Number: RFP #17-74 INDIGENT HEALTH PRESCRIPTION SERVICES

Open / Due Date: WEDNESDAY, OCTOBER 25, 2017 AT 11:00 A.M. LOCAL TIME

There is no pre-offer meeting scheduled for this project.

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 979-864-1034 OR 281-756-1034

Vendor Responsibilities:

Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Brazoria County website no later than five (5) business days prior to bid / proposal opening)
Vendors will submit responses in accordance with requirements stated on cover of document.
Vendors may not submit responses via email or fax

AVIA Partners Inc.

Legal Name of Contracting Company

Darrell Adams

Contact Person

250 E. Parkcenter Blvd Boise, ID 83706

Complete Mailing Address

(208) 395 - 4312

Telephone Number

(208) 395 - 4173

Facsimile Number

Darrell.Adams@aviapartners.com

Email Address

Signature

Date

BRAZORIA COUNTY REQUEST FOR PROPOSAL COVER SHEET

RFP #17-74 INDIGENT HEALTH PRESCRIPTION SERVICES

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying specifications and statement of work are for your convenience in submitting an offer for the enclosed referenced products and/or services for BRAZORIA COUNTY.

Sealed offers shall be received no later than:

WEDNESDAY, SEPTEMBER 6, 2017 at 11:00 A.M. LOCAL TIME

PLEASE MARK ENVELOPE: "RFP #17-74 INDIGENT HEALTH PRESCRIPTION SERVICES"

Respondent shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.

DELIVER OFFER TO:

PHYSICAL ADDRESS FOR COURIERS & HAND DELIVERIES

LESA GIROUARD, A.P.P., C.P.M., CPPB
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N. VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

****MAILING ADDRESS
(SEE NOTE BELOW)**

BRAZORIA COUNTY appreciates your time and effort in preparing this offer. Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

****US Postal Service mailing address**

The U.S. mail may not deliver to the physical address shown above. Respondents who prefer to use the U.S. mail may submit their offers using the U.S. Postal Service mailing address shown below.

HOWEVER, packages delivered by the U.S. Postal Service to the Brazoria County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline.

Responses delivered to the mailing address are routed through the County mailroom and may not reach the required location in time for the bid / offer opening.

Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

MAILING ADDRESS

LESA GIROUARD, A.P.P., C.P.M., CPPB
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this RFP which may have influenced your decision to "No Offer". If your response to this RFP is a "No Offer" response, please complete the Statement of No Offer in this RFP package and submit.

Any prospective bidder/respondent desiring any explanation or interpretation of the solicitation must make a written request which must be received by the Purchasing Department, at least five (5) business days prior to the scheduled time for the bid/offer opening. The request must be addressed to Lesa Girouard, County Purchasing Director, at the address stated above or faxed to (979) 864-1034. Any information given to a prospective bidder/respondent concerning this solicitation will be furnished promptly to all other known prospective bidders/respondents as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Bidder/Respondent's responsibility to verify the issuance of Addenda in regard to this Bid/Offer. All Addenda shall be submitted to all known bidders/respondents and shall be posted on the Brazoria County Purchasing Website <http://brazoriacountytx.gov/departments/purchasing/bid-opportunities>. Brazoria County shall not be responsible for failed internet connections or power interruptions.

All required Bid/Offer documents shown on the Package Checklist including any Addenda Receipt Forms which may have been issued must be included in a sealed envelope marked with the bidder's company name, the Bid/Offer name, number and due date.



LESA GIROUARD, A.P.P., C.P.M., CPPB
County Purchasing Director
Brazoria County Courthouse
111 E. Locust Street, Bldg. A-29, Suite 100
Angleton, Texas 77515

**BRAZORIA COUNTY
BIDDER/RESPONDENT CERTIFICATION**

RFP #17-74 INDIGENT HEALTH PRESCRIPTION SERVICES

AVIA Partners Inc.

LEGAL NAME OF CONTRACTING COMPANY

94-3022729

FEDERAL I.D. # (Company or Corporation)

SOCIAL SECURITY # (Individual)

(208) 395-4312

TELEPHONE NUMBER

(208) 395-4173

FACSIMILE NUMBER

Darrell Adams

CONTACT PERSON

Manager, AVIA Partners Operations

TITLE

250 E Parkcenter Blvd

COMPLETE MAILING ADDRESS

Boise, ID

CITY & STATE

83706

ZIP CODE

250 E Parkcenter Blvd

COMPLETE STREET ADDRESS

Boise, ID

CITY & STATE

83706

ZIP CODE


Darrell.Adams@aviapartners.com

EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE



DATE

10/18/2017

Mark Panzer

Typewritten or Printed Name

President

Title

Published Dates:

**TUESDAY, OCTOBER 3, 2017
TUESDAY, OCTOBER 10, 2017**

REQUEST FOR PROPOSAL PACKAGE CHECKLIST

RFP #17-74 INDIGENT HEALTH PRESCRIPTION SERVICES

Items checked below represent components, which comprise this bid/offer package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/offer. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Brazoria County Purchasing Department immediately.

It is the bidder's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the following before you return your bid/offer packet. Failure to provide these items may result in rejection of bid/offer.

1. **Solicitation Download Acknowledgement**
2. **Cover Sheet**
3. **Bidder Certification** -Must be signed (IN INK) by an authorized representative of the respondent having the authority to bind the firm into a contract.
4. **Contract Sheet** - Must be signed (IN INK) by an authorized representative of the respondent having the authority to bind the firm into a contract (TO BE SUBMITTED BY VENDOR UPON AWARD)
5. **Package Checklist**
6. **Instructions to Respondents**
7. **Specifications / Scope of Work**
8. **Offer Sheet** - Must be signed (IN INK) by an authorized representative of the respondent having the authority to bind the firm into a contract.
9. **Statement of No Offer**
10. **Standard Terms and Conditions**
11. **Special Requirements**
12. **Bidder/Respondent's Affirmation**
Company name, identifying information and signature (IN INK).
13. **SDNs/Blocked Persons Affirmation**
14. **Title VI Policy Statement**
15. **Insurance Requirements**
16. **Conflict of Interest Questionnaire – Form CIQ**
17. **Certificate of Interested Parties Form 1295 (TO BE SUBMITTED BY VENDOR UPON AWARD)**
18. **House Bill 89 Verification Form**
19. **Return Label**
20. **Attachments:** The documents marked below are hereby attached and made a part of this package.
 - **ATTACHEMENT A – OFFER SPREADSHEET** (Vendors are to complete and save the spreadsheet to a flash drive or CD and include it with the submittal)
 - **Respondent Data Sheet** (Respondent information and W-9 Form must be completed and returned with offer)

Initials 

BRAZORIA COUNTY INSTRUCTIONS TO RESPONDENTS

RFP #17-74 INDIGENT HEALTH PRESCRIPTION SERVICES

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 THE CONTRACT:

The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, as well as all other documents included in the Request for Proposal Number 17-74 as stated in the Request for Proposal Package checklist and any other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract. Brazoria County may make partial or complete awards to one or more vendors (if applicable) whichever is in the best interest of the County

2.0 PROJECT DESCRIPTION

In accordance with Texas Local Government Code 262.030, Brazoria County is seeking proposals for competitive prescription management services for its indigent clients.

3.0 PROPOSAL REQUIREMENTS

The proposal includes instructions to respondents, specifications and contract documents. It is the responsibility of each Respondent before submitting a proposal to examine the contract documents thoroughly.

One (1) original and *three (3)* copies shall be submitted which will include all documents associated with the request for proposal. Each marked page of the response sheets must be manually signed or initialed by an officer of the company having the authority to bind the company in a Contract.

Brazoria County prefers that each response be bound in a three (3) ring or plastic comb binder and tabbed by section. Each bound submittal shall be marked as "Original" or "Copy". The tabs should identify the following sections by name rather than by a number or alphabet.

- Vendor completed Brazoria County RFP Document, including vendor's response to specifications / scope of work, evaluation criteria and Offer Sheet
- Insurance Requirements
- Vendor Data Sheet & W-9 form
- Vendor Qualifications
- Addenda (if applicable)
- Exceptions (if applicable)
- Additional information if required and / or applicable to the project

Complete responses shall be sealed in an envelope or box for delivery to the Brazoria County Purchasing Director per instructions herein. All documents included in the response and the outside of the envelope and/or box must be labeled with the respondent's name and the RFP number which corresponds to this proposal.

Initials 

Each response shall be organized to conform to the RFP sequence and format. Respondent should provide a response for each and every portion of the RFP. Responses should be carefully considered by the respondent as they are critical to the evaluation process. Evaluation will consider the adequacy, accuracy and completeness of responses. While Brazoria County appreciates a brief straightforward concise proposal, the respondent must fully understand that the evaluation is based on the information provided. Any ambiguous and equivocal statements may be construed against the respondent.

Where appropriate, your response may consist of phrases such as "understood" "agreed", or "no exception". Any omissions shall be assumed to be "No Exceptions". Any ambiguous and equivocal statements may be construed against the respondent.

Provider must note any exceptions to the statements, specifications or requirements stated in the proposal documents. These exceptions must be provided at the time of the RFP opening in order to be considered. Exceptions to the Standard Terms and Conditions and Special Requirements may be placed in an Appendix labeled "Exceptions."

Each respondent shall submit completed Vendors Qualifications forms provided in this Request for Proposal. Brazoria County shall have the right to take such steps as it deems necessary to determine the ability of the respondent to perform its obligations under the Contract, and the respondent shall furnish Brazoria County all such information and data for this purpose as it may request. Brazoria County reserves the right to reject any offer where an investigation of the available data pertaining to the qualifications of a respondent is not to the satisfaction of Brazoria County.

Vendors are to fill out Attachment A Offer Spreadsheet and save the completed spreadsheets to a flash drive or CD and include it with their proposal submittal. In addition, vendors are to print the completed spreadsheet and include it with their submittal.

4.0 CONTRACT AWARD / EVALUATION PROCESS

An evaluation committee will examine all responses to this Request for Proposals. Responses that do not conform to the instructions given or that do not address all the questions and services specified may be eliminated from consideration. Brazoria County, however, reserves the right to accept such a response if it is determined to be in the County's best interest to do so.

Brazoria County may initiate discussions with respondents. Additional information will be accepted during this period from respondents who responded to the original request. Respondents may NOT initiate discussions. Brazoria County expects to conduct discussions with respondent personnel authorized to enter into contractual obligations.

Brazoria County shall rank responses in accordance with the Evaluation Criteria listed in Section 6.0 and will review proposal content and its conformance to requirements. Following an initial evaluation, the evaluation team may recommend award without further discussion with one or more respondents or may conduct discussions and interviews with top-ranked responsible respondent(s).

During the discussion / interview and negotiations, the evaluation team may allow the respondent(s) to submit a best and final offer. Final offers shall be evaluated on the same criteria used in the first evaluation.

The award of the contract shall be made to the responsible respondent whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this request for proposal.

"Lowest and best" means an offer providing the best value for the County considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale.

Brazoria County is not bound to accept the lowest priced proposal if that proposal is judged not to provide the best value for the County.

Proposals will be opened publicly to identify the names of the respondents. Other contents of the proposals will not be disclosed prior to award or rejection by Brazoria County. Brazoria County reserves the right to reject any and all proposals and is not obligated to award a contract pursuant to this request for proposal.

5.0 EVALUATION CRITERIA

The criteria used to evaluate the proposals shall be:

Ability to meet required specifications.....	34 points
Ability to provide quality service; references and quality of offer.....	32 points
Price.....	34points

5.1 PROPOSAL SCORING CRITERIA

The following information will be used by the County in the selection of the vendor to provide the work as stated in Section 2.0 Description.

- 5.1.1 Ability to meet specifications – Vendor must provide documentation in their RFP response, that their company and their products will meet the specifications contained herein.
- 5.1.2 Ability to provide quality service, references and quality of offer –Vendors are to include in RFP response, documentation which will demonstrate their company’s service methodology, references (minimum of 3) and quality of the submitted offer.
- 5.1.3 Price- Price submitted in offer

6.0 PROJECT MANAGER

Cathy Sbrusch, Health Department Director

7.0 REQUESTS FOR CLARIFICATIONS

Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request which must be received by the Purchasing Department at least five (5) business days prior to the scheduled time for the proposal opening. The request must be addressed to Natasha Stulberg, Purchasing Department, at the address listed below or faxed to (979) 864-1034.

Brazoria County Purchasing Department
Attn: Natasha Stulberg
111 E. Locust Street, Bldg A-29, suite 100
Angleton, TX 77515

Respondents may also email requests for clarification to: natashas@brazoria-county.com.

Initials 

8.0 AWARD LETTER / NOTICE TO PROCEED

After the award has been made in Commissioner's Court, an award letter will be sent to the vendor with information on how to submit any required documentation needed to finalize the award. Once all required bonds, insurance, and other applicable forms have been submitted to the Purchasing Department, the Project Manager will contact the awarded vendor and set up the project kick-off meeting, if applicable.

9.0 MODIFICATIONS PRIOR TO OPENING

Prior to the opening of proposals, an offer may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

10.0 DISCLOSURE OF CERTAIN RELATIONSHIP

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>
Texas Local Government Code Chapter 176 can be found here: <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>

Questionnaire Form CIQ is included in this bid/offer

By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176. If required, completed forms should be sent to:


Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

11.0 CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission.

Form 1295 and definitions are included in this bid/offer for your information.

All responding vendors may access a video from the Texas Ethics Commission which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://brazoriacountytexas.gov/departments/purchasing/doing-business>.

Initials, 

12.0 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB's)

Historically Underutilized Businesses (HUB's) are encouraged to participate in the bid/RFP processes. Although Brazoria County does not certify HUB vendors, Brazoria County recognizes the certifications of other governmental entities. If you are certified by a government entity, please include your certificate in your bid submittal.

13.0 SYSTEM FOR AWARD MANAGEMENT (SAM)

Prior to bid submittal, bidders/respondents must register with the System for Award Management (SAM) or have an active registration with SAM. Registration is free.

The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds.

Registering online is accomplished on the SAM website at www.sam.gov. Information concerning the process can be found on the Purchasing website at: <http://brazoriacountytx.gov/departments/purchasing/doing-business>.

14.0 CONTRACT TERM (DEPENDING ON PROJECT, USE 17.1 OR 17.2)

Award of Contract shall begin on October 1, 2017 and shall continue until September 30, 2018 with the option for four (4) renewal periods.

Further, Brazoria County reserves the right to renew the Contract every twelve (12) months for four (4) renewal periods.

Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

Renewal shall be subject to approval by Brazoria County Commissioner's Court each period. Once renewal option is exhausted, the Contract must be re-solicited.


Brazoria County retains the option to re-solicit new proposals at any time if in its best interest.

15.0 INSURANCE REQUIREMENTS

Contractor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Contractor, name of insurance company, policy number, term of coverage and limits of coverage.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

Initials 

In the event that the insurance is renewed during the duration of the contract, Contractor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Contractor shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein.

WAIVER OF SUBROGATION:

All policies of insurance shall waive all rights of subrogation against Brazoria County, its officers, employees and agents.

ADDITIONALLY INSURED:

Further, on vendor's certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured with the exception of workers compensation insurance.

16.0 INCLEMENT WEATHER:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

17.0 QUANTITIES

Quantities are provided for information purposes. Brazoria County makes no guarantee of actual contract expenditure.

Initials 

BRAZORIA COUNTY SPECIFICATIONS / SCOPE OF WORK

RFP #17-74 INDIGENT HEALTH PRESCRIPTION SERVICES

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

Brazoria County is seeking competitive prescription management services quotations for its indigent clients.

Brazoria County believes the data contained in these specifications is sufficient for preparation of proposals. The information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a guarantee of actual expenditures.

2.0 SERVICES REQUIRED

- 2.1 Prescription card services
- 2.2 ID Cards
- 2.3 Enrollment Forms
- 2.4 Utilization Analysis and Reporting
- 2.5 Rebate program
- 2.6 Electronic Invoice
 - 2.6.1 Via secured .ftp website
 - 2.6.2 Bi-monthly within four (4) business days
 - 2.6.3 In alphabetical order by patient name
 - 2.6.4 Each prescription with appropriate National Drug Code (NDC)

3.0 GENERAL REQUIREMENTS

- 3.1 Rates quoted for this proposal shall be guaranteed for one (1) year from award.
- 3.2 Brazoria County requires a six month (6) notice prior to any increase in plan costs. For budgeting purposes, it is required that all rate changes take place on October 1 of any year.
- 3.3 Brazoria County will not pay any commissions or consulting fees associated with any proposal submitted pursuant to this RFP; therefore, all administrative services are to be quoted "Net of Commissions/Fees" for insurance agents, brokers or consultants.
- 3.4 All questions stated in this proposal are to be followed by the answer or "N/A" as appropriate.
- 3.5 Proposals shall include any additional terms and conditions including all submittal forms for Brazoria County's review prior to execution of the contract or agreement.
- 3.6 Information provided in these specifications is to be used only for purposes of preparing a proposal detailing the services specified. It is further expected that each proposer will read these specifications with care, failure to meet all or a combination of the specified conditions may invalidate the proposal.
- 3.7 Proposers are requested to submit proposals on the basis of these specifications. Alternative option for coverage on a basis different than that requested in these specifications will receive consideration, provided such alternatives are clearly explained. Any exceptions to coverage requested herein must be clearly noted in writing and be included as part of the proposal.
- 3.8 Proposals will be reviewed thoroughly by an evaluation committee.

Initials 

- 3.9 Brazoria County reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to the County.
- 3.10 The prescription services management plan is currently handled through Avia Partners, Inc. of Phoenix, AZ.

4.0 QUALIFICATIONS OF INSURERS

- 4.1 Providers shall be properly licensed by the appropriate State or Federal Agencies.
- 4.2 Proposals shall include a description of how the Brazoria County account would be administered with the telephone, email, address and name of the designated account coordinator.
- 4.3 Proposals are to be submitted on the Bid/Offer Sheet included in the RFP. Proposers shall include any and all information necessary to fulfill the requirements of these specifications.
- 4.4 Brazoria County dispenses approximately \$10,000 – \$16,000 in prescriptions per month for indigent residents.

5.0 ADDITIONAL REQUIREMENTS

- 5.1 Companies are to include in their submittal, a list of participating Brazoria County pharmacies. Include their company name, address and phone number.
- 5.2 Include a list of national chain pharmacies enrolled in your network.
- 5.3 Include copies of your current license.
- 5.4 Include a description of your company's quality assurance process for your network.
- 5.5 Include your company's pharmacist education program.
- 5.6 Include a concise step-by-step description of the dispensing process, from the time a new prescription comes in until the time it is mailed out, including time frame and quality assurance steps.
- 5.7 Include a detailed plan for program implementation if awarded the contract. The plan should describe each key step and the person responsible along with the start and stop dates; how much time is needed for a successful implementation; a sample of employee communications material that would be made available to employees prior to and during implementation; include tasks, protocols and timelines.
- 5.8 If your company provides an integrated identification card include samples in the proposal submittal.
- 5.9 Describe procedures used to terminate a member who is no longer eligible.
- 5.10 Describe how often eligibility is updated.
- 5.11 Provide with your response a complete detail of covered items and coverage limitations and restrictions in the quoted plan.
- 5.12 Brazoria County requires that clients be limited to three (3) prescriptions per month and that the successful offerer be able to enforce this limit at the pharmacy or pick up point. Describe how your system will enforce this requirement.

Initials 

BRAZORIA COUNTY OFFER SHEET

RFP #17-74 INDIGENT HEALTH PRESCRIPTION SERVICES

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

RESPONDENTS ARE TO FILL OUT AND SUBMIT ATTACHEMENT A OFFER SPREADSHEET WITH THEIR RESPONSE

GENERAL: The undersigned respondent has carefully examined the Request for Proposal package and the Certification, the Standard Terms and Conditions, the Technical Specifications and all other documents and requirements included therein.

Further, the undersigned understands that by his signature affixed below, he agrees to enter into a contract with Brazoria County in accordance with the requirements of the County as stated in the above-referenced contract documents.

Detailed specifications covering items offered must be attached to and made a part of the Offer Sheet.

Brazoria County reserves the right to accept or reject any or all proposals and waive all technicalities.

AVIA Partners Inc.

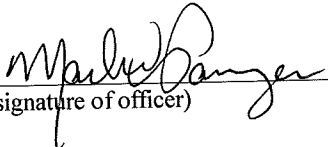
(legal name of bidding firm)

250 E Parkcenter Blvd.

(address)

Mark Panzer

(type name of officer)



(signature of officer)

President

(title of officer)

(208) 395 - 5138

(telephone)

(208) 395 - 4124

(fax)

10/18/2017

(date)

BRAZORIA COUNTY STATEMENT OF NO OFFER

RFP #17-74 INDIGENT HEALTH PRESCRIPTION SERVICES

If respondent is not offering on the goods and/or services as stated in this RFP please complete and return this form to:
Brazoria County Courthouse, Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515.

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a response for the following reason(s) [please check all that apply]:

- Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.
- Specifications unclear (please explain below).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the RFP.
- Our schedule would not permit us to perform.
- Cannot meet insurance requirements.


Remarks: _____

BRAZORIA COUNTY STANDARD TERMS AND CONDITIONS

1. **FUNDING:** Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current 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 Brazoria County fiscal year shall be subject to budget approval.
2. **DELIVERY:** Items ordered from this offer may require delivery to various locations throughout Brazoria County, as specified in this offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the offer price except as noted herein.
3. **AWARD OF CONTRACT:** Brazoria County reserves the right to reject any or all offers, and to select any part or parts thereof without accepting the entire offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the best value to the County. The successful Respondent will be notified of award as promptly as a thorough analysis of offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply bonds and certificate of insurance as may be required herein.
 - 3.1 Brazoria County hereby notifies Respondents that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this Contract may be terminated and payment withheld if awarded Respondent becomes indebted to the County during the term of the Contract.
4. **EQUAL EMPLOYMENT:** All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
5. **CONTRACT:** The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, all well as all other documents included in the Request for Proposal Number 17-74 as stated in the Request for Proposal Package Checklist, and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract, except as agreed upon by all parties hereto.
6. **INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any offer for a Contract for supplies or services and a part of these specifications, that the submission of any offer in response to this request constitutes a offer made under the same conditions, for the same price, and for the same effective period as this offer, to any other governmental entity having an interlocal agreement with Brazoria County.
 - 6.1 It is further understood, that any other governmental entity that elects to use a Brazoria County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.
7. **DEFAULT OF RESPONDENT:** If successful respondent defaults by failing to supply bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next respondent who provides the best value to Brazoria County upon the approval of Commissioners' Court.
 - 7.1 Respondent, in submitting this offer, agrees that Brazoria County shall not be liable for damages in the event that the County declares the respondent in default.

Initials 

8. **ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the offer package and/or Contract. Respondents shall acknowledge receipt of all addenda.
9. **SALES TAX:** Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.
10. **ETHICAL CONDUCT:** The respondent shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.
- 10.1 The Respondent affirms that the only person or parties interested in this offer as principals are those named herein, and that this offer is made without collusion with any other person, firm, or corporation.
11. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet 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;
 - 5) Be otherwise qualified and eligible to receive an award.
- 11.1 Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
12. **REFERENCES:** During an analysis of all offers, Brazoria County may request Respondent to supply a list of three (3) references to which like services or materials have been supplied by Respondent. If requested, references should include name of firm, address, telephone number and name of representative.
13. **INSURANCE:** Prior to acceptance of contract by Brazoria County, the successful Respondent must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.
14. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
15. **INDEMNIFICATION:** The successful Respondent (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, Directors, officials, 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 of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.
- 15.1 Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, employees, subcontractors, or any employees or agents of subcontractors, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.

Initials 

- 15.2 Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.
16. **THIRD PARTY BENEFICIARY CLAUSE:** It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.
17. **PURCHASE ORDERS REQUIRED:** All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.
18. **TESTING:** All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately terminate any Contract found not to be in compliance with governing specifications as a result of testing by the County.
19. **WAGES:** Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.
20. **TERMINATION OF CONTRACT:**
- Termination with Cause:
"Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).
- Termination Without Cause:
This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.
21. **DELIVERY OF NOTICES:** Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
22. **DELIVERY TICKETS:** Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.
23. **HAZARDOUS SUBSTANCES:** State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

Initials 

24. **PAYMENT:** Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Texas Government Code chapter 2251. Contractor is required to pay subcontractors within ten (10) days.
25. **CONTRACTOR'S LIABILITY:** The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.
- 25.1 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.
26. **DEFECTIVE MATERIALS:** Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.
27. **WARRANTY:** Contractor shall warrant that all items and services shall conform to the proposed specifications, all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached. Respondents must provide all warranty terms and conditions in response package.
28. **ASSIGNMENT:** Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.
29. **GOVERNING LAW:** Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.
- All documents are subject to the Public Information Act requirements.
30. **DRAWINGS:** All drawings, plans, and specifications are hereby attached and made a part of this Contract.
31. **RIGHT TO AUDIT:** At any time during the term of this Contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful respondent's expense within two (2) weeks of written request.
32. **BID BOND:** *If marked on the "Request for Proposal Package Checklist" as an applicable component*, all respondents must submit, with proposal, a cashier's check or certified check for at least five percent (5%) of the total proposal price, if the proposal exceeds \$100,000 in Contract price or if the Contract includes construction of public work. Such cashier's check shall be payable to the order of Brazoria County, or a Bid Bond in the same amount issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, as a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Instructions/Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required. (*See Package Checklist.*)

Initials 

- 33. PERFORMANCE AND PAYMENT BONDS:** (Public Works Contract or as Required by Commissioner's Court) *If marked on the "Request for Proposal Package Checklist" as an applicable component*, in the event the total accepted proposal price exceeds \$25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds \$100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County. (See Package Checklist.)
- 34. APPLICABLE LAW:** All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.
- 35. COMPLIANCE WITH APPLICABLE LAWS:** Respondent shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by respondent hereunder or which in any manner affect this Contract.
- 36. FORCE MAJEURE:** Neither the County nor the successful respondent shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
- 37. SEVERABILITY:** If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.
- 38. QUANTITIES:** Brazoria County requests purchase prices for the items identified in this offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.
- 38.1** Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.
- 39. PURCHASE FROM OTHER SOURCES:** Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or through separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the respondent and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.

Initials 

BRAZORIA COUNTY SPECIAL REQUIREMENTS

RFP #17-74 INDIGENT HEALTH PRESCRIPTION SERVICES

RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede other requirements where applicable.

General

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide goods and/or services to Brazoria County as described herein. It is not the intention to describe every item required. In the performance of this Contract, the successful respondent represents it is familiar with the condition under which Brazoria County operates and represents that it has the resources, knowledge and skills to properly support the County's needs consistent with these special conditions and the Contract documents.

The County reserves the right to modify this Contract and Scope of Work as necessary to develop and maintain specifications / statement of work that meets the County's needs. Such modifications shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Brazoria County shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

The Specifications/Statement of Work provided in this package is to be used as a guide in developing an offer to this RFP. The information contained herein is not intended to be restrictive and the County will consider alternate offers submitted by respondent. Alternate offers shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Statement of Work and shall include all pricing/cost advantages if applicable. Respondents are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Statement of Work.

All offers inclusive of pricing shall remain firm for acceptance for a period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices offered shall reflect the full Specifications/Statement of Work as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Respondent must include all incidental costs in his pricing. Brazoria County will not provide or allow for parking or travel reimbursements for the respondent's employees. Respondent's offices, administration and/or place of business will not be on Brazoria County premises and will be the respondent's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Request for Proposal, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the respondent is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the respondent's employees and or equipment during the course of the Contract.

Respondents may be requested to provide presentations, such presentations may develop into negotiating sessions with the successful respondent as selected by the evaluation committee. If Brazoria County and respondent are unable to agree to Contract terms, Brazoria County reserves the right to terminate Contract negotiations with that respondent and enter into negotiations with another respondent.

No award or acquisition can be made until Commissioners Court approves such action.

Brazoria County will not be obligated to the respondent for goods and/or services until completion of a signed Contract as approved by Commissioners Court.

Initials 

Submission of an offer implies the respondent's acceptance of the evaluation criteria and respondent recognition that subjective judgments must be made by the evaluating committee.

This Request for Proposal in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or services described, implied or which may be proposed, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the respondent in preparing a response to this RFP. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this request for proposal, and reserves the right to reject any and all offers. All offers and their accompanying documentation will become the property of Brazoria County. All offers shall be open to negotiation.

All documents will be held by the County and are NOT subject to public view until an award is made. When an award is made, offers are subject to review under the "Public Information Act". To the extent permitted by law, respondents may request in writing non-disclosure of confidential data. Such data shall accompany the offer, be readily separable from the offer and shall be CLEARLY MARKED "CONFIDENTIAL".

All correspondence relating to this RFP, from advertisement to award shall be sent to the Brazoria County Purchasing Department. All presentations and/or meetings between Brazoria County and the respondent relating to this RFP shall be coordinated by the Brazoria County Purchasing Department. Deviations from this requirement may cause the cancellation of this RFP process and/or disqualification of respondent's proposal.

All information provided to respondent for the purpose of submitting a proposal in response to this RFP is confidential, and is and will remain, the property of Brazoria County and will not be used by respondent for any other purposes.

The respondent is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at respondent's risk.

RFP Form Completion

Respondent shall fill out, SIGN, and return to the Brazoria County Purchasing Department one (1) original and three (3) copies of the complete RFP form. An authorized representative of the respondent **MUST** sign the Contract Sheet. The Contract will be binding only when signed by the Brazoria County Judge and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of RFP. If an error is made, respondent **MUST** draw a line through the error and initial each change. **PLEASE NOTE:** Unless otherwise specified, **ALL RFPs are to be F.O.B. Destination, Net Thirty (30) Days. Vendors are to fill out Attachment A Offer Spreadsheet and save the complete spreadsheet to a flash drive or CD and include it with their proposal submittal. In addition, vendors are to print the completed spreadsheet and include it with their proposal submittal.**

Exceptions


Bidder/Respondent must provide any and all warranty terms and conditions. Bidder/Respondent Terms & Conditions are subject to the review and approval of Brazoria County. In the event of conflicting Terms & Conditions, the terms submitted in the solicitation package shall prevail. Bidder/Respondent must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

Public Information Act

All responses to this solicitation are in their entirety, subject to the Public Information Act. Brazoria County will respond to open records requests in accordance to law by providing all requested response information unless respondent (respondent) has specifically identified, in the response package, any section or part respondent deems confidential and/or proprietary. Respondent must note and identify such information on the page where such information appears in the same manner as other exceptions.

RFP Returns

Respondents must return all completed offers to the Brazoria County Purchasing Department **no later than 11:00 A.M.** on the date specified. Late RFPs will not be accepted. RFPs must be submitted in a sealed envelope and addressed as follows:

Initials 

MAILING ADDRESS:

LESA GIROUARD, A.P.P., C.P.M., CPPB
COUNTY PURCHASING DIR.
BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

PHYSICAL ADDRESS:

LESA GIROUARD, A.P.P., C.P.M., CPPB
COUNTY PURCHASING DIR.
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N.VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

Late Bid/Offers

Bids/Offers received in the office of the County Purchasing Director after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Director shall be the official time of receipt.

Altering Bids/Offers

Bids/Offers cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

Substitutions to Bid/Offer

Respondents offering substitutions shall state these by attachment as part of the bid/offer. Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

Withdrawal of Bid/Offer

A bid/offer may not be withdrawn or canceled by the respondent without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and respondent so agrees upon submittal of their bid/offer.

Descriptions

Any reference to model and/or make/manufacturer used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offers on items of like quality will be considered. Offer must provide hardware specifications where hardware is offered.

Terms of Payment

Terms of payment shall be net thirty (30) days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be offered. Invoices for installed equipment and software will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

Pricing / Delivery

All items should be priced – FOB Destination Full Freight Allowed, inside delivery. Brazoria County will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the County unless such costs were explicitly included in the proposal. Respondent will incur any costs not explicitly included in the proposal and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

Reduction in Price: If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Brazoria County.

Price Increase: A price redetermination may be considered by Brazoria County only after six (6) months of the contract period have elapsed, and request for same shall be substantiated in writing addressed to the County Purchasing Director, 111 E. Locust, Bldg. A-29, Suite #100, Angleton, Texas 77515, based on a minimum of five (5) percent increase in manufacturer's direct cost, postage rates, Railroad Commission rates, prevailing wage/labor rates, etc. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Brazoria County reserves the right to accept or reject any/all of the price redeterminations as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the provisions of TERMINATION OF CONTRACT as included herein.

Initials 

Personnel

Successful respondent agrees at all times to maintain an adequate staff of experienced and qualified full time employees to ensure efficient performance under this Agreement. No part-time, subcontract, or third party personnel may perform services hereunder without the prior written consent of the Brazoria County Purchasing Department.

Successful respondent agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.

Brazoria County may, at any time, request the removal and replacement of any of successful respondent's employees and the successful respondent will duly consider such request.

Legal Documents

Respondent must submit with its proposal any agreements for services, etc. which may be required by their organization to enter into a Contract with Brazoria County. These agreements must be completed, executed by respondent's authorized representative and submitted with the returned proposal, and are subject to review and amendment by the Brazoria County Attorney's Office, and to approval by Commissioners Court. In the event of conflicting terms, the Brazoria County Terms and Conditions, Statement of Work, and attachments shall prevail.

Contract Obligations

This offer, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful respondent and Brazoria County. The selected respondent will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The respondent's response may be incorporated into any Contract which results from this RFP, therefore, respondents are cautioned not to make claims or statements which they are not prepared to commit to Contractually. Failure by the respondent to meet such claims will result in a requirement that the respondent provide resources necessary to meet submitted claims and/or breach of Contract.

Initials 

BRAZORIA COUNTY BIDDER/RESPONDENT'S AFFIRMATION

RFP #17-74 INDIGENT HEALTH PRESCRIPTION SERVICES

This sheet must be completed, signed, and returned by Bidder/Respondent

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

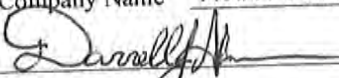
1. Bidder/Respondent affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Respondent hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.0276 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Respondent, hereby affirms that Bidder/Respondent:

Does not own taxable property in Brazoria County.

Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Respondent Company Name AVIA Partners Inc.

Bidder (Signature)  Date 10/20/2017

Bidder (Print Name) Darrell Adams Date 10/20/2017

Position with Company Manager, AVIA Partners Operations

Signature of Company Official Authorizing the Bid/Offer  Date 10/20/2017

Company Official (Printed Name) Mark Panzer

Official's Position President

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated Deleware Charter Number 2099524

Sole Owner's SSN _____

**BRAZORIA COUNTY
BIDDER/RESPONDENT'S SDNs/BLOCKED PERSONS
AFFIRMATION**

RFP #17-74 INDIGENT HEALTH PRESCRIPTION SERVICES

This sheet must be completed, signed, and returned by Bidder/Respondent

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Pursuant to §2155.077 of the Texas Government Code and subject to Brazoria County Court Order No19 of August 9, 2005, Bidder/Respondent, hereby affirms that Bidder/Respondent:
(Please check all that are applicable)

Is not excluded from doing business at the federal level.

Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Respondent Company Name AVIA Partners Inc.

Bidder (Signature)  Date 10/20/2017

Bidder (Print Name) Darrell Adams Date 10/20/2017

Position with Company Manager, AVIA Partners Operations

Signature of Company Official Authorizing the Bid/Offer  Date 10/20/2017

Company Official (Printed Name) Mark Panzer

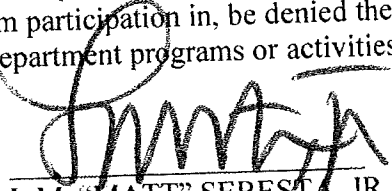
Official's Position President

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated Deleware Charter Number 2099524

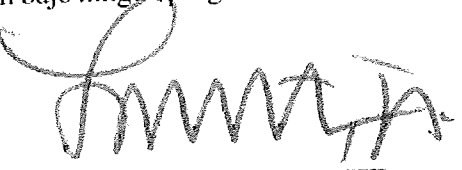
**Title VI and Related Statues
Nondiscrimination Statement**

Brazoria County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.


L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

**Titulo VI y Estatutos Relacionados
Declaration de No Discriminacion**

Brazoria County, como beneficiario de la asistencia financiera federal y según el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos relacionados, asegura que ninguna persona será excluida por motivos de raza, religión (donde el objetivo principal de la ayuda financiera es proporcionar empleo por 42 USS § 2000d-3), color, origen nacional, sexo, edad o discapacidad de participacion en, o negado los beneficios de, ni será sujeto a discriminación bajo ningún programa o las actividades del Departamento.


L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

BRAZORIA COUNTY INSURANCE REQUIREMENTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. FOR STANDARD PURCHASES CONTRACTS, THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.
2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

	PER PERSON	PER OCCURRENCE
a. Premises and product liability	\$300,000	\$300,000
b. Aggregate policy limits	\$300,000	

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

	PER PERSON	PER OCCURRENCE
a. Bodily injury (including death)	\$300,000	\$300,000
b. Property damage	\$300,000	\$300,000
c. Aggregate policy limits	\$300,000	

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of Brazoria County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by Brazoria County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

Initials *df*

BRAZORIA COUNTY WORKERS' COMPENSATION REQUIREMENTS

BIDDER/RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede all other Requirements where applicable.

§T285S110.110(c) (7). Workers' Compensation Insurance Coverage

A. Definitions

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity with furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

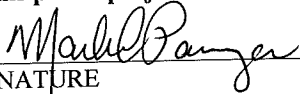
- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, base on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificated of coverage on file for the duration of the project and for one (1) year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew of should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (9.1) - (9.7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier of, or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administration penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provision is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

If awarded a contract for RFP #17-74, by my signature below, I certify that I will provide workers' compensation insurance coverage for each employee employed on this public project. I also certify that each of my subcontractors will also provide workers compensation for each employee employed on this public project.



 SIGNATURE

Mark Panzer

 Typewritten or Printed Name

10/18/2017

 DATE

President

 Title

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

 Signature of vendor doing business with the governmental entity

 Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Chapter 46. Disclosure of Interested Parties
(effective December 24, 2015)
Text of Adopted Rule

The adopted new language is indicated by underlined text.

Chapter 46. DISCLOSURE OF INTERESTED PARTIES

§46.1. Application

(a) This chapter applies to section 2252.908 of the Government Code.

(b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:

(1) The contract requires an action or vote by the governing body of the entity or agency; or

(2) The value of the contract is at least \$1 million.

(c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

(1) The governing body has legal authority to delegate to its staff the authority to execute the contract;

(2) The governing body has delegated to its staff the authority to execute the contract; and

(3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§46.3. Definitions

(a) "Contract" includes an amended, extended, or renewed contract.

(b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c) "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d) "Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e) "Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

§46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

(1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;

(2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;

(3) The name of each interested party and the city, state, and country of the place of business of each interested party;

(4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the goods or services used by the governmental entity or state agency provided under the contract; and

(5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

House Bill 89 VERIFICATION

We, AVIA Partners Inc. (Company name), verify that we do not boycott Israel and will not boycott Israel during the term of this contract under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

10/18/2017

DATE

Mark Panzer

SIGNATURE OF COMPANY REPRESENTATIVE

Mark Panzer

PRINTED NAME

President

TITLE

RFP#17-74 INDIGENT HEALTH PRESCRIPTION SERVICE
ATTACHMENT A OFFER SPREADSHEET

VENDOR NAME	AVIA Partners, INC.	
ADDRESS	250 E. Parkcenter Blvd.	
TELEPHONE NUMBER	208-395-4312	
FAX NUMBER	208-395-4173	
QUOTED BY	Darrell Adams	
DESCRIPTION		
	GENERIC	NAME BRAND
1 RATES FOR CURRENT BENEFITS		
RETAIL PRICING	AWP - 65%	WAC + 3.00 %
INGREDIENT COST		
DISPENSING FEE	\$1.50	\$1.50
ADMINISTRATION FEE	\$0.00	\$0.00
REBATE	50%	50%
CARD PRODUCTION	\$1.50	\$1.50
IMPLEMENTATION FEE	\$0.00	\$0.00
POSTAGE	\$0.00	\$0.00
OTHER		
IF YOUR COMPANY CHARGES FOR EXTRA IDENTIFICATION CARDS, WHAT IS THE CHARGE?	\$1.50	
IS THERE A CHARGE FOR 2ND DAY AIR SHIPPING? IF SO, WHAT IS THE CHARGE?	\$0.00	
IS THERE A SEPARATE FEE TO PROCESS HARD COPY (PAPER) ELIGIBILITY? IF SO, WHAT IS THE FEE?	\$0.00	
IS THERE A SEPARATE FEE TO PROCESS MEMBER DIRECT REIMBURSEMENT? IF SO, WHAT IS THE FEE?	\$3.00/per claim	

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ADDRESS	250 E. Parkcenter Blvd.
TELEPHONE NUMBER	208-395-4312
FAX NUMBER	208-395-4173
QUOTED BY	Darrell Adams
DESCRIPTION	
2.0 ORGANIZATION AND CONTRACTING	
HOW LONG HAS YOUR COMPANY BEEN IN THE PHARMACY BENEFIT MANAGEMENT INDUSTRY?	AVIA Partners has been in the PBM industry for 25 years.
Provide a brief narrative description of the history, ownership and organization of your company	Avia Partners has been providing pharmacy benefit management services since 1992. Avia Partners is a wholly owned subsidiary of Safeway, Inc. Safeway is owned and operated by Albertsons Companies which is the second largest food/drug combo in the United States. Avia Partners, Inc. was incorporated in 1997, and is licensed under the laws of the State of Delaware.
ARE YOU AN INDEPENDENT ENTITY OR SUBSIDIARY OR A DIVISION OF ANOTHER COMPANY?	Avia Partners is a wholly owned subsidiary of Safeway, Inc.
If a subsidiary or division, what safeguards have you implemented to prevent your business relationship from creating an undue influence on the single goal of providing the most cost effective prescription drug plan?	Avia Partners business information and Albertsons Companies business information are separated by a firewall. We are prohibited by law from sharing proprietary information.
WHERE IS YOUR OFFICE LOCATED?	AVIA Partners, Inc. 250 E. Parkcenter Blvd. Boise, ID 83706
PROVIDE THREE (3) DISCONTINUED CUSTOMERS. INCLUDE CLIENT NAME, SIZE OF GROUP, CONTACT NAME, ADDRESS, TELEPHONE, EMAIL AND REASON FOR TERMINATION	
1. COMPANY	Harris County Area Agency on Aging
CONTACT	Deborah Moore
EMAIL ADDRESS	aging@houstontx.gov
ADDRESS	8000 N. Stadium Dr.
CITY, STATE, ZIP	Houston, TX 77054
TELEPHONE NUMBER	832-393-5214
SIZE OF GROUP	Size of group varied by year with an average of about 470 claims/year
REASON FOR TERMINATION	Funding

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TELEPHONE NUMBER	208-395-4312
FAX NUMBER	208-395-4173
QUOTED BY	Darrell Adams
DESCRIPTION	
2. COMPANY	American Leasing
CONTACT	Linda Drake
EMAIL ADDRESS	
ADDRESS	6673 Penderidge Ct.
CITY, STATE, ZIP	Jenison, MI 49428
TELEPHONE NUMBER	616-662-8084
SIZE OF GROUP	200 RXs/Month
REASON FOR TERMINATION	Moved to a fully insured product
3. COMPANY	Harrison Electrical
CONTACT	Leanna Gornick
EMAIL ADDRESS	
ADDRESS	1220 SW Morrison
CITY, STATE, ZIP	Portland, OR 97205
TELEPHONE NUMBER	503-224-0448
SIZE OF GROUP	5000 RXs/Month
REASON FOR TERMINATION	Moved to another PBM with lower rates
DO YOU HAVE PROFESSIONAL LIABILITY INSURANCE? YES OR NO	YES
<i>Please provide details</i>	Avia Partners, Inc., a wholly owned subsidiary of Safeway, Inc., maintains general liability coverage as reasonably and customarily carried by PBM's with respect to their operations. Avia Partners, Inc. is an additional insured under Safeway Inc.'s policy, and has coverage of \$3,000,000 per occurrence and \$18,000,000 general aggregate. Further details and coverage limits can be found on the Certificate of Liability Insurance located in the exhibits section. Avia Partners, Inc. maintains the right to self-insure for any and all insurance obligations required under this Agreement.

RFP#17-74 INDIGENT HEALTH PRESCRIPTION SERVICE
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<p>VENDOR NAME</p> <p>ADDRESS</p> <p>TELEPHONE NUMBER</p> <p>FAX NUMBER</p> <p>QUOTED BY</p>	<p>AVIA Partners, INC.</p> <p>250 E. Parkcenter Blvd.</p> <p>208-395-4312</p> <p>208-395-4173</p> <p>Darrell Adams</p>
<p>DESCRIPTION</p>	
<p>DESCRIBE ANY CURRENT OR PENDING MALPRACTICE CLAIMS, SUIT SETTLEMENTS OR ARBITRATION AGAINST YOUR COMPANY DURING THE PAST FIVE (5) YEARS. PROVIDE A BRIEF SUMMARY OF THE CIRCUMSTANCES AND ULTIMATE RESOLUTIONS.</p>	<p>Avia Partners has no current or pending malpractice claims, suit settlements or arbitration, nor have we had any in the past five years.</p>
<p>ARE YOU A LICENSED TPA? IF SO, IN WHAT STATES ARE YOU LICENSED?</p>	<p>AVIA Partners is not a licensed TPA.</p>
<p>IF YOU ARE NOT A LICENSED TPA, PLEASE EXPLAIN THE REGULATORY AUTHORITY UNDER WHICH YOU OPERATE</p>	<p>AVIA Partners is a Pharmacy Benefit Manager.</p>
<p>ARE YOU OWNED BY OR DO YOU OWN A DRUG MANUFACTURER OR DISTRIBUTOR? IF YES, WHAT SAFEGUARDS HAVE YOU IMPLEMENTED TO PREVENT YOUR BUSINESS RELATIONSHIP FROM CREATING AN UNDUE INFLUENCE FROM THE SINGLE GOAL OF PROVIDING THE MOST COST EFFECTIVE PRESCRIPTION DRUG PLAN.</p>	<p>AVIA Partners is not owned by nor owns a drug manufacturer or distributor.</p>
<p>ARE YOU OWNED BY OR DO YOU OWN A RETAIL PHARMACY? IF YES, WHAT SAFEGUARDS HAVE YOU IMPLEMENTED TO PREVENT YOUR BUSINESS RELATIONSHIP FROM CREATING AN UNDUE INFLUENCE FROM THE SINGLE GOAL OF PROVIDING THE MOST COST EFFECTIVE PRESCRIPTION DRUG PLAN.</p>	<p>AVIA Partners is a wholly owned subsidiary of Safeway, Inc. an Albertsons Companies company. Albertsons Companies has a pharmacy department within many of their stores. AVIA Partners has a firewall to prevent proprietary information from being shared with Albertsons Companies or any of their pharmacy departments</p>
<p>ARE YOU OWNED BY OR DO YOU OWN A MAIL ORDER PHARMACY? IF YES, WHAT SAFEGUARDS HAVE YOU IMPLEMENTED TO PREVENT YOUR BUSINESS RELATIONSHIP FROM CREATING AN UNDUE INFLUENCE FROM THE SINGLE GOAL OF PROVIDING THE MOST COST EFFECTIVE PRESCRIPTION DRUG PLAN.</p>	<p>AVIA Partners is a wholly owned subsidiary of Safeway, Inc. an Albertsons Companies company. Albertsons Companies owns a mail order pharmacy. AVIA Partners has a firewall to prevent information from being shared with Albertsons Companies or this mail order facility.</p>
<p>HAVE YOU EVER BEEN CITED FOR VIOLATIONS BY THE DEA? YES OR NO</p>	<p>No</p>

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TELEPHONE NUMBER	208-395-4312
FAX NUMBER	208-395-4173
QUOTED BY	Darrell Adams
DESCRIPTION	
3.0 NETWORK ADMINISTRATION	
HOW LONG HAS YOUR RETAIL NETWORK BEEN IN EXISTENCE?	AVIA Partners network has been in existence since 1992.
HOW MANY MEMBERS ARE CURRENTLY COVERED?	AVIA Partners currently covers approximately 70,000 members.
HOW MANY PARTICIPATING PHARMACIES ARE CURRENTLY IN THE RETAIL NETWORK YOU ARE PROPOSING?	AVIA Partners currently has 65,000 + Pharmacies.
DESCRIBE YOUR ABILITY TO PRODUCE COMPLETE NETWORK DIRECTORIES AND THE FREQUENCY OF THE UPDATES	The AVIA network is updated weekly and we can produce a network directory upon request.
WILL THERE BE ADDITIONAL CHARGES FOR NETWORK DIRECTORIES AND OR UPDATES? YES OR NO	No
LIST THE CHARGE(S) AND THE ADDITIONAL COST FOR EACH CHARGE	N/A
CAN YOU PROVIDE AN ECONOMIC INCENTIVE FOR MEMBERS TO UTILIZE A NETWORK OF PROVIDERS WHO WILL OFFER A DEEPER DISCOUNT TO THE PLAN? IF SO, PLEASE EXPLAIN.	If a member tries to use an out of network pharmacy, their prescriptions will not process. The member would then be charged the full retail price. If the member utilized a network pharmacy, they would pay the discounted rate or copay.
WHAT IS THE REIMBURSEMENT LEVEL WE WILL REALIZE FOR THE PHARMACIES PARTICIPATING IN YOUR RETAIL NETWORK?	Brands: WAC + 3.00% (Brand Effective Rate) Generic: AWP - 65% (Generic Effective Rate)
WILL THIS INCLUDE "LESSER OF PRICING"?	NO
HOW FREQUENTLY ARE PHARMACIES PAID?	The vast majority of pharmacies are typically paid twice a month; however, this could vary depending on the type of claim submitted by the pharmacy.

RFP#17-74 INDIGENT HEALTH PRESCRIPTION SERVICE
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<p align="center">VENDOR NAME</p> <p align="center">ADDRESS</p> <p align="center">TELEPHONE NUMBER</p> <p align="center">FAX NUMBER</p> <p align="center">QUOTED BY</p>	<p align="center">AVIA Partners, INC.</p> <p align="center">250 E. Parkcenter Blvd.</p> <p align="center">208-395-4312</p> <p align="center">208-395-4173</p> <p align="center">Darrell Adams</p>
<p align="center">DESCRIPTION</p>	
<p>WHAT IS THE SELECTION CRITERIA USED FOR PARTICIPATING PHARMACIES?</p>	<p>Pharmacies participating in the AVIA Partners network must satisfy certain credentialing requirements. The credentialing requirements include, but are not limited to:</p> <ul style="list-style-type: none"> - Must show proof of unrestricted pharmacy license in the state of operation - Must show proof of unrestricted PIC license and be able to provide proof of all licensed and registered pharmacist(s) providing services within the pharmacy. - Electronic claims transmission capabilities. - Consent to pharmacy audit and inspection. - Participating in concurrent DUR - Patient counseling consistent with the state Board of Pharmacy requirements. - Maintenance of general and professional liability insurance in the amounts of \$1 million per occurrence and \$3 million per aggregate.
<p>HOW MANY, IF ANY, PHARMACIES HAVE BEEN REMOVED FROM YOUR NETWORK? WHY?</p>	<p>The only time a pharmacy would be removed is if they were not compliant with the credentialing, have sanctions against their license, found to be in violation of the FWA, excluded from OIG, or violated their contract. This is not a common occurrence in the industry.</p>
<p>WILL YOU BE WILLING TO EXPAND OR RESTRICT YOUR NETWORK AT THE CLIENT'S REQUEST?</p>	<p>Yes, we will work with you directly to decide on who to include in your network if needed; however, this may necessitate an amendment to the base agreement.</p>
<p>HOW ARE NETWORK PHARMACIES MONITORED TO VALIDATE THEIR COMPLIANCE WITH THE CONTRACTUAL REQUIREMENTS?</p>	<p>Pharmacies are recredentialled every two years, by working with the PSAOs/Chains who provide updates on licensure status. Monthly files are sent from the OIG to alert us of any pharmacies/pharmacists who need to be terminated.</p>
<p>DOES A PHARMACIST EVER CONSULT DIRECTLY WITH THE PRESCRIBING PHYSICIAN? IF SO, PLEASE EXPLAIN</p>	<p>Pharmacist's consult with physicians on a routine basis. They contact physicians to consult on dosages, allergies, drug interactions, or items necessary to ensure patient safety. After speaking to the patient or reviewing the drug history a pharmacist may also suggest an alternative therapy that may better suit the patient's needs both physically and/or financially.</p>
<p>DESCRIBE YOUR PROCEDURES FOR PREVENTING FRAUDULENT CLAIMS.</p>	<p>Avia Partners' vendor partner, ProCare, has an outside company that audits prescriptions dispensed by network pharmacies and may request documentation on certain prescriptions. AVIA also will investigate prescriptions it finds suspicious and will work with the pharmacy and plan to investigate as necessary.</p>
<p>DESCRIBE ANY OTHER SECURITY FEATURES OF YOUR SYSTEM WHICH YOU CONSIDER PARTICULARLY SIGNIFICANT</p>	<p>In addition to the previously listed items, set formularies and restricted networks can reduce the possibility of inappropriate billing and inappropriate medications.</p>

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FAX NUMBER	208-395-4173
QUOTED BY	Darrell Adams
DESCRIPTION	
4.0 MAIL SERVICE	
DOES YOUR COMPANY HAVE ITS OWN MAIL ORDER SERVICE? YES OR NO	No
IF SO, IS IT FULLY INTEGRATED WITH YOUR RETAIL NETWORK? YES OR NO	N/A
IF YOU SUBCONTRACT WITH AN OUTSIDE MAIL ORDER VENDOR, WHICH MAIL ORDER DO YOU USE?	AVIA Partners has contracted with WellPartners to provide mail order services.
HOW IS THE PLAN INTEGRATED WITH YOUR RETAIL PROGRAM?	Avia Partners mail order program is fully integrated with our retail program. All prescription claims pass through one processor. All prescriptions claims are subject to the same criteria and are kept together.
WILL YOU CONTRACT WITH A LOCAL MAIL ORDER PROVIDER? YES OR NO	Yes, we could attempt to contract with a local mail order provider if requested; however, it may necessitate amendments to the base agreement we would have in place with Brazoria.
IS THE MAIL ORDER PLAN INTEGRATED WITH YOUR CARD PLAN FOR UTILIZATION REVIEW AND REPORTING? YES OR NO	Yes
IS THE MAIL ORDER PLAN INTEGRATED WITH THE RETAIL PLAN FOR FORMULARY REBATES? YES OR NO	Yes
WHAT ARE THE OPERATING HOURS AND LOCATION OF THE MAIL SERVICES FACILITY?	The operating hours of Wellpartners are Monday - Friday, 7:30 a.m. to 5:00 p.m. PST. Wellpartners is located in Tualatin, OR.
HOW ARE PRESCRIPTIONS SHIPPED?	Wellpartners utilizes either FedEx or USPS to ship all prescriptions.
HOW DO YOU SHIP PRESCRIPTIONS THAT REQUIRE A SIGNATURE?	Wellpartners utilizes FedEx for signatures.
DO YOU PROVIDE PATIENT EDUCATION INFORMATION WITH THE PRESCRIPTION YOU DISPENSE? YES OR NO	Yes
WHAT IS THE MINIMUM SUPPLY YOU WILL DISPENSE AT ONE TIME IN THE MAIL SERVICE PHARMACY?	30 Day supply is the minimum; however, some plans will only allow a 90 day supply from mail order.
HOW OFTEN DOES A NEW PRESCRIPTION NEED TO BE PROVIDED?	Wellpartners mail service pharmacy will contact the physician when a new prescription is needed. Regarding prescription expiration dates, different drug classes have varying rules/laws for when they expire. The mail service follows the legal guidelines regarding the expiration dates of the different drug classes.
WHAT IS THE DAY'S SUPPLY AN INDIVIDUAL IS ALLOWED TO HAVE ON-HAND BEFORE A PRESCRIPTION WOULD BE REFILLED?	A prescription can be refilled after 75% of the medication's day supply is utilized, so the member can have 25% of the medication's day supply on hand before refilling.

RFP#17-74 INDIGENT HEALTH PRESCRIPTION SERVICE
ATTACHMENT A OFFER SPREADSHEET

<p align="center">VENDOR NAME</p> <p align="center">ADDRESS</p> <p align="center">TELEPHONE NUMBER</p> <p align="center">FAX NUMBER</p> <p align="center">QUOTED BY</p>	<p align="center">AVIA Partners, INC.</p> <p align="center">250 E. Parkcenter Blvd.</p> <p align="center">208-395-4312</p> <p align="center">208-395-4173</p> <p align="center">Darrell Adams</p>
<p align="center">DESCRIPTION</p>	
<p>ARE PRESCRIPTIONS BILLED AS THE DOCTOR PRESCRIBED? OR DO YOU AUTOMATICALLY DISPENSE A 90-DAY SUPPLY TO SAVE ON DISPENSING FEES?</p>	<p align="center">Prescriptions are filled as prescribed by the physician.</p>
<p>IF SPECIFIC INSTRUCTIONS HAVE NOT BEEN PROVIDED, HOW DO YOU PROCEED?</p>	<p>Prescriptions that do not have sufficient, non-specific or questionable information require the pharmacist to contact the prescriber and get clarification. The dispensing pharmacist is available to inform the prescriber about the specific plan guidelines regarding this prescription.</p>
<p>WHAT IS YOUR PROCEDURE IF A PRESCRIPTION IS LOST IN THE MAIL?</p>	<p>Lost in shipment orders occur very infrequently. In the rare situations they do occur, Wellpartners maintains processes to mitigate the impact a lost shipment may have on a patient or client. All products are shipped after they are recorded in the pharmacy's shipping manifest system. This allows the pharmacy to record what is shipped, when it is shipped, and by what carrier. The pharmacy maintains two methods of shipping. They ship with tracking or they ship with tracking and signature required. The latter being used for controlled products or certain high dollar items. The tracking method enables Wellpartners to track and audit shipments. In situations where Wellpartners is informed of a missing package, they work directly with the patient to get this resolved. If the product cannot be located, Wellpartners will authorize a replacement product be sent with expedited delivery. They do not charge the patient or the client for replacement of lost product.</p>
<p>DO YOU CHARGE FOR REPLACEMENT? YES OR NO</p>	<p align="center">No</p>
<p>WHO PERFORMS QUALITY CONTROL DURING THE DISPENSING PROCESS?</p>	<p align="center">Quality control is performed by the dispensing pharmacist at the mail order facility.</p>
<p>IN WHAT SITUATIONS DO PHARMACISTS INTERVENE WITH THE PRESCRIBING PHYSICIAN? PLEASE LIST SOME OF THE REASONS WHY THIS WOULD OCCUR.</p>	<p>The dispensing pharmacist may contact a physician to consult on dosages, allergies, drug history and drug interactions. A pharmacist may call to suggest a change in the prescription such as quantities or generic alternatives. They may also call for a clarification on the prescription regardless of the reason. The pharmacist is the last person to review the prescription before the patient receives the medication, it is imperative that the pharmacist is satisfied with all aspects of the prescription before shipping the completed prescription.</p>
<p>DO YOU ENCOURAGE COST CONTROL AND DRUG AWARENESS BY PHYSICIANS? YES OR NO</p>	<p align="center">Yes</p>
<p>DESCRIBE HOW THIS IS ACCOMPLISHED</p>	<p>This can be accomplished through multiple ways. Setting up a limited network, setting up a cost controlling formulary, using a market price drug program, and other options that can be discussed at anytime.</p>

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FAX NUMBER	208-395-4173
QUOTED BY	Darrell Adams
DESCRIPTION	
5.0 CUSTOMER AND CLIENT SERVICE	
WHERE IS YOUR CUSTOMER SERVICE UNIT LOCATED?	Our Customer Service Call Center is located at our home office in Boise, ID.
WHAT ARE THE HOURS OF OPERATION?	We are here Monday thru Friday from 8am to 5pm MST.
DESCRIBE THE TRAINING PROGRAM FOR ALL CUSTOMER SERVICE REPRESENTATIVES	Avia Partner Customer Service Representatives are trained by the Customer Service Supervisor. After the initial training there is a "nesting" period, when the trainee is paired up with a seasoned Customer Service Representative. All Customer Service Representatives are tethered to the supervisor by live monitoring.
WHAT WAS THE TURNOVER FOR 2016 & 2015?	In 2015 our corporate headquarters was relocated to Boise, Idaho from Pleasanton, California. We had the two main leaders move with the company. We hired a new customer service team in 2015 and 3 of the 4 members are still with AVIA Partners. The other member was promoted to a new position in our parent company. In 2016 we transitioned to a new Manager of Operations who is also still with us today.
HOW ARE VERBAL AND WRITTEN CUSTOMER COMPLAINTS HANDLED?	Avia Partners maintains a member services help desk fully staffed during all operating hours. At any time during operating hours, or by appointment, a member may speak to our pharmacist regarding any drug issue. Avia Partners Customer Service Representatives are fully empowered to assist members in all issues, a customer service agent will attempt to resolve issues within 24 hours. If unable to do so, the issue is referred to the customer service supervisor, who is available to spend as much time as the issue demands. If the customer service supervisor is unable to resolve the issue, it is immediately escalated to the manager of AVIA operations for review and response. Our on-line system provides our pharmacy help desk access to real-time claim transactions frequently used to assist the pharmacies, clients, and plan members while on the phone. Customer service representatives may access the computer system and make adjustments that take effect in real time. Written and verbal complaints are handled in the same way. Written complaints are responded to with a telephone call and/or a written response.
DO YOU HAVE AN AUTOMATED TELEPHONE SERVICE? YES OR NO	Yes
WILL YOU PROVIDE YOUR TOLL FREE 800 / 888 NUMBER ON THE MEMBER'S IDENTIFICATION CARD? YES OR NO	Yes
HOW MANY INCOMING AND OUTGOING LINES ARE OPERATIONAL?	There is not a limit on the number of incoming calls that we can receive at one time and we have approximately 12 outgoing lines.
WHAT WILL BE THE STAFFING AVAILABLE FOR ANSWERING TELEPHONES?	We have three full-time customer services representatives and one full time call center supervisor.
WHAT HAPPENS IF A CUSTOMER CALLS OFF HOURS?	We have an after-hours support desk that is available to answer call 24 hours a day, 7 days a week. If they are not able to resolve the issues, they leave our team detailed notes and we follow up first thing on the next business day.
DO YOU HAVE A PHARMACIST ON STAFF TO ANSWER CUSTOMER INQUIRIES? YES OR NO	Yes
CAN YOU PERIODICALLY PROVIDE THE COUNTY WITH A SUMMARY OF INQUIRES AND THEIR DISPOSITION? YES OR NO	Yes

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QUOTED BY	Darrell Adams
DESCRIPTION	
PLEASE PROVIDE THE FOLLOWING INFORMATION REGARDING THE ACCOUNT REPRESENTATIVE THAT WOULD BE ASSIGNED TO THIS ACCOUNT:	
NAME	Darrell Adams, Pharm D.
TITLE	Manager, AVIA Partners Operations
YEARS EXPERIENCE IN THE PRESCRIPTION MANAGEMENT BUSINESS	Darrell has been a Pharmacist for 10 years and has worked in a variety of roles throughout his career. These include Clinical Pharmacy, Pharmacy Management, Pharmacy Operations Management, Managed Care, and PBM Operation management.
LENGTH OF SERVICE WITH YOUR COMPANY	9 months
RESPONSIBILITIES	Darrell oversees all aspects of the AVIA Partners Operations
WOULD THIS PERSON BE OUR PRIMARY CONTACT FOR ALL ONGOING SERVICE NEEDS? YES OR NO	Yes
WOULD THIS PERSON BE AVAILABLE FOR ON-SITE MEETINGS IF NEEDED? YES OR NO	Yes
IS A REGISTERED PHARMACIST AVAILABLE TO ADDRESS QUESTIONS THROUGH THE CUSTOMER SERVICE DEPARTMENT? YES OR NO	Yes
WHAT TYPES OF COMMUNICATION MATERIALS WILL YOU PROVIDE ON AN ON-GOING BASIS?	We provide different communication materials to our clients depending on our clients' needs. We will work with you to provide you with the tools you need or request.
IS AN INTEGRATED IDENTIFICATION CARD AVAILABLE? YES OR NO	No

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QUOTED BY	Darrell Adams
DESCRIPTION	
6.0 ELIGIBILITY	
DESCRIBE HOW YOUR FIRM HANDLES ELIGIBILITY AND THE FORMAT REQUIRED TO SUBMIT INITIAL ENROLLMENT DATE TO YOUR COMPANY. IS THIS FLEXIBLE? WHAT IS THE SCHEDULE? (MONTHLY, SEMI-MONTHLY, WEEKLY, DAILY)	AVIA Partners handles many different types of eligibility files and formats. We are flexible and will work with you directly. We have some files that are loaded hourly, some weekly, and some monthly. We try to tailor the approach to best fit your needs.
DESCRIBE YOUR ABILITY TO HANDLE TAPE AND HOST-TO-HOST ELIGIBILITY TRANSFER AND DAILY ELIGIBILITY UPDATES, INCLUDING ADDS, CHANGES AND DELETES	AVIA has the ability to integrate with various B2B platforms to provide automated retrieval, data manipulation, and eligibility file updates. This can be completed on a variety of different schedules depending on the needs of the client.
DOES YOUR COMPANY OFFER ON-LINE ELIGIBILITY MAINTENANCE? YES OR NO	Yes
IF SO, IS THERE A CHARGE? YES OR NO	No
DO YOU CHARGE A FEE FOR CARD PREPARATION? YES OR NO	No
WHAT IS THE MAXIMUM NUMBER OF IDENTIFICATION CARDS YOU WILL PREPARE FOR A FAMILY?	Usually one per member; however, we can produce more if needed.
HOW WOULD A RETAIL PHARMACIST VERIFY THE ELIGIBILITY OF AN INDIVIDUAL AND THE CO-PAY AMOUNT IF THE PHARMACIST HAS A PROBLEM ACCESSING THE SYSTEM?	The retail pharmacist can call the toll free number for Avia Partners and a customer service representative can give the pharmacist all that information.
HOW ARE ID CARDS SHIPPED TO THE CLIENT?	AVIA Partners uses US Mail.
BRAZORIA COUNTY PREFERS THAT ALL INVOICES BE SUBMITTED BY CD ROM AND INCLUDE PATIENT NAMES IN ALPHABETICAL ORDER ALONG WITH APPROPRIATE NATIONAL DRUG CODES. CAN YOUR COMPANY COMPLY WITH THIS REQUIREMENT? YES OR NO	We prefer to submit our invoices using a variety of B2B secure file transmission standards; however, we are willing to work with you on this request.

ADDITIONAL REQUIREMENTS

5.1 Companies are to include in their submittal, a list of participating Brazoria County pharmacies. Include their company name, address and phone number.

Local Brazoria Participating Pharmacies					
Pharmacy Name	Address	City	State	ZIP	Phone
ALVIN CARE PHARMACY	204 E HOUSE ST	ALVIN	TX	77511	(281)519-7030
ALVIN MEDICINE MAN	1212 S GORDAN	ALVIN	TX	77511	(281)331-4409
COUNTRY PLACE PHARMACY	2404 SMITH RANCH RD STE 100	PEARLAND	TX	77584	(713)436-3344
CVS PHARMACY #	202 HIGHWAY 332 W	LAKE JACKSON	TX	77566	(979)299-2330
CVS PHARMACY #	3045 SILVERLAKE VILLAGE DR	PEARLAND	TX	77584	(713)436-2516
DAY STAR PHARMACY	3926 BAHLER	MANVEL	TX	77578	(281)489-9409
HEB PHARMACY	2805 BUSINESS CENTER DR	PEARLAND	TX	77581	(713)578-6155
HEB PHARMACY	2710 PEARLAND PKWY.	PEARLAND	TX	77581	(281)485-5047
KROGER PHARMACY	3100 HWY 35	ALVIN	TX	77511	(281)388-3403
KROGER PHARMACY	8323 BROADWAY	PEARLAND	TX	77584	(281)997-6500
KROGER PHARMACY	800 N DIXIE DR	CLUTE	TX	77531	(979)529-4392
KROGER PHARMACY	1804 N VELASCO	ANGLETON	TX	77515	(979)849-5460
KROGER PHARMACY	3245 E BROADWAY	PEARLAND	TX	77581	(281)485-1323
KROGER PHARMACY	11003 SHADOW CREEK PKWY	PEARLAND	TX	77584	(281)669-1250
LIFECHEK	200 N MAIN ST	SWEENEY	TX	77480	(979)548-0212
LTC RX	2301 E MULBERRY ST STE B	ANGLETON	TX	77515	(979)849-3001
MANVEL PHARMACY	20226 HIGHWAY 6 STE C	MANVEL	TX	77578	(281)489-3210
MEDICINE SHOPPE	1212 S GORDON	ALVIN	TX	77511	(281)331-4409
PHARMCARE	1834 BROADWAY ST	PEARLAND	TX	77581	(281)996-7500
RANDALLS	604 HWY 332	LAKE JACKSON	TX	77566	(979)297-0004
RANDALLS PHARMACY #1858	10228 BROADWAY ST	PEARLAND	TX	77584	(281)504-0285
RX CARE PHARMACY	7121 BROADWAY ST	PEARLAND	TX	77581	(281)412-0377
SCRIPT SOURCE PHARMACY	10223 BROADWAY ST STE D2	PEARLAND	TX	77584	(713)340-3122
SPENCE'S MEDICAL CENTER P	2301 E MULBERRY	ANGLETON	TX	77515	(979)849-9391
SPENCE'S MEDICAL CENTER P	215 OAK DR S	LAKE JACKSON	TX	77566	(979)297-1776
THE MEDICINE SHOPPE PHARM	109B ABNER JACKSON PARKWAY	LAKE JACKSON	TX	77566	(979)297-9503
WALGREENS #10477	11633 SHADOW CREEK PKWY	PEARLAND	TX	77584	(713)436-4913
WALGREENS #12052	100 E BRAZOS AVE	WEST COLUMBIA	TX	77486	(979)345-2147
WALGREENS #2954	131 OYSTER CREEK DR	LAKE JACKSON	TX	77566	(979)292-0328
WALGREENS #3660	3287 E BROADWAY ST	PEARLAND	TX	77581	(281)485-7843
WALGREENS #4100	51 DIXIE DRIVE	CLUTE	TX	77531	(979)265-2517
WALGREENS #4113	1620 S GORDON ST	ALVIN	TX	77511	(281)585-2404
WALGREENS #4373	1001 LOOP 274	ANGLETON	TX	77515	(979)849-2347
WALGREENS #6584	8430 BROADWAY ST	PEARLAND	TX	77584	(281)412-3305
WALGREENS #7459	1515 BROADWAY ST STE 210	PEARLAND	TX	77581	(281)996-1241
WALGREENS #7534	6122 BROADWAY ST	PEARLAND	TX	77581	(281)412-4896
WALMART PHARMACY 10-0462	400 HIGHWAY 35 BYP S	ALVIN	TX	77511	(281)585-3451
WALMART PHARMACY 10-0482	301 N COLUMBIA DR	WEST COLUMBIA	TX	77486	(979)345-6030
WALMART PHARMACY 10-0527	1801 N VELASCO	ANGLETON	TX	77515	(979)849-3028
WALMART PHARMACY 10-0808	121 HWY 332 WEST	LAKE JACKSON	TX	77566	(979)297-8578
WALMART PHARMACY 10-0872	1919 NORTH MAIN	PEARLAND	TX	77581	(281)485-2818
WALMART PHARMACY 10-1062	150 W EL DORADO BLVD	FRIENDSWOOD	TX	77546	(281)480-6164
WALMART PHARMACY 10-3510	1710 BROADWAY STREET	PEARLAND	TX	77581	(281)482-5516
WALMART PHARMACY 10-3572	10505 BROADWAY	PEARLAND	TX	77584	(713)436-5844

5.2 Include a list of national chain pharmacies enrolled in your network.

- Albertsons
- ACME
- Costco
- CVS
- Fred's Inc.
- Fred Meyer
- Giant
- Giant Eagle
- HY-VEE
- KMART
- Kroger
- Medicine Shoppe
- Meijer
- Omnicare
- OSCO
- Publix
- Rite Aid
- Safeway
- SAMS
- SAVON
- Shopko
- Supervalu
- Target/CVS
- Walgreens
- Walmart

5.3 Include copies of your current license.

We have multiple licenses from multiple states. We can provide a copy of any license upon request.

Note: Texas does not require PBM licensure.

5.4 Include a description of your company's quality assurance process for your network.

Network pharmacies are recredentialed every two years, by working with the PSAOs/Chains who provide updates on licensure status. Monthly files are sent from the OIG to alert ProCare, our vendor partner, of any pharmacies/pharmacists who need to be terminated.

5.5 Include your company's pharmacist education program.

Depending on the plan and the type of implementation required, AVIA may send notification to pharmacies that will be participating in the plan. This notification will give the pharmacy the necessary information to process the prescriptions. In addition, AVIA Partners provides a toll-free number for the pharmacies to call to get the necessary help while processing a prescription

5.6 Include a concise step-by-step description of the dispensing process, from the time a new prescription comes in until the time it is mailed out, including time frame and quality assurance steps.

AVIA is a PBM that allows for the processing of prescription products at a pharmacy. We do not own a mail-order pharmacy nor do we fill prescriptions, so these statements are described as we understand them. Details of the procedure would be best demonstrated with a meeting with the actual mail-order facility.

The following operational procedures describe the mail-order prescription drug process from the time an order is received through mailing and billing.

Prescription Orders Are Received. Orders received via the regular mail or electronic transmission. They are opened upon receipt and information is scanned into the pharmacy system to create an electronic image of the original prescription and customer order form. Each order is assigned a tracking number with the pharmacy system that is used to track the order throughout the fulfillment process. A quality assurance staff member monitors system and process throughout to ensure all orders are promptly completed.

Analysis. Data entry technicians enter required prescription information into the pharmacy system, including name, address, member ID, allergies, medical conditions, insurance information, and information concerning the prescription. The patient or doctor is contacted regarding questions about the information provided, as needed. After all data is entered, a pharmacist check is performed to ensure it has been entered accurately. After the pharmacist has completed this review, the prescription is released to the pharmacy queue for processing.

Prescription Processing. Specific prescription information is entered into the system automatically displaying relevant patient information concerning drug interaction, prescription history and physician dispensing history. Refills are monitored for patient compliance; if potential problems are indicated, the pharmacist may contact the physician or the patient for clarification. A second pharmacist check is performed to ensure all order information is correct. If there are no problems, dispensing labels are generated and tracking files are updated.

Prescription Dispensing. The pharmacy uses an automated system using barcodes and alpha-numeric shelf codes to locate and fill prescriptions. A pharmacy technician uses this technology to fill prescriptions ensuring the drug product and printed prescription label matches the prescription order. The order is assembled by the technician and presented to a pharmacist for a final review. When accuracy of the order has been determined, the medication is dispensed by the pharmacist.

Mailing. Medication labels are checked against the original order or prescription to ensure proper medication, quantity, strength, patient name and mailing instructions. Dispensed medications are properly packaged for mailing. A pre-addressed re-order envelope is provided with order packages. The order is then mailed and a manifest is produced for proper tracking and reference. Wellpartner's Mail-Order Pharmacy system and procedures are designed to ensure that quality products are dispensed and mailed in an accurate and timely manner. The quality control mechanisms in place include the following:

- All information regarding patient history and order information is stored in the system, enabling easy access and queries to the entire pharmacy database. The system provides exceptional management and order entry capabilities while, concurrently, greatly reducing the risk for errors. A licensed pharmacist is available each business day for patient consultation.
- All prescriptions are filled by licensed pharmacists in good standing with the applicable Pharmacy Board. Every filled prescription is checked a minimum of three times by a pharmacist for accuracy before being processed for shipment. A pharmacist reviews the medication and label with the prescription order before dispensing.

- A pharmacist will review all prescriptions, contacting the patient or physician directly, if necessary. All orders are carefully packaged to prevent damage while in transit. Only padded, tear-resistant mailers or sturdy padded cardboard boxes are used. All vials and medication boxes are sealed with a Wellpartner's Pharmacy sticker to ensure that the contents of the package are not tampered with during shipment. Detailed records of each prescription are kept and monitored for direct individual accountability and future referral.
- Quality control is maintained and improved using a quality assurance process that closely manages internal and external conformance issues by the pharmacy's Operational Process Improvement Team (OPIT), under the direction of a Director of Quality Management.

Wellpartners Mail Order Pharmacy provides a toll-free number for members to contact with questions or to order refills. The toll-free telephone number is (866)888-6150. A Pharmacist is available for members to contact with any questions about their medications.

5.7 Include a detailed plan for program implementation if awarded the contract. The plan should describe each key step and the person responsible along with the start and stop dates; how much time is needed for a successful implementation; a sample of employee communications material that would be made available to employees prior to and during implementation; include tasks, protocols and timelines.

AVIA Partners currently handles this prescription business, so other than updating the rates and signing the new contract, no transition period is necessary.

5.8 If your company provides an integrated identification card include samples in the proposal submittal.

We do not provide integrated identification cards.

5.9 Describe procedures used to terminate a member who is no longer eligible.

Members can be terminated a few different ways. First, it could be completed through eligibility feeds, Second, it could be completed by the client via our online portal. Third, the client could contact AVIA Partners and we could terminate the member for them.

5.10 Describe how often eligibility is updated.

It is up to the client as to the timing of eligibility updates. We follow your direction regarding the timing of this.

5.11 Provide with your response a complete detail of covered items and coverage limitations and restrictions in the quoted plan.

We will continue to use the current formulary as previously established unless you desire a change or an update to that formulary.

5.12 Brazoria County requires that clients be limited to three (3) prescriptions per month and that the successful offeror be able to enforce this limit at the pharmacy or pick up point. Describe how your system will enforce this requirement.

AVIA can place a rule that only allows three prescriptions in each month. When a patient has received three prescriptions in a month, all other prescriptions would be rejected at the time of processing. The pharmacy would immediately receive a message stating that the plan limits have been exceeded.

BRAZORIA COUNTY ADDENDUM NUMBER 1

RFP#17-74 INDIGENT HEALTH PRESCRIPTION SERVICES

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP#17-74 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. **The following question has been submitted for clarification:**
 - 2.1 **Vendor Question:** "I have a question regarding the RFP# 17-74. On page 7 of the RFP it asks for "Vendor Qualifications". Will you please provide some additional insight as to what this is referring to."

Brazoria County answer: Please disregard the "Vendor Qualifications" bullet point on page 7 of 38 of the RFP package.
3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or natashas@brazoria-county.com.

AVIA Partners Inc.

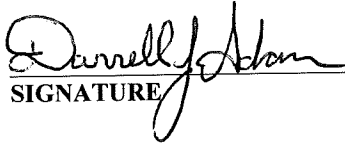
LEGAL NAME OF CONTRACTING COMPANY

(208) 395-4312

TELEPHONE NUMBER

(208) 395-4173

FACSIMILE NUMBER


SIGNATURE

Darrell Adams Manager, AVIA Partners Operations
NAME AND TITLE PRINTED