

RFP NO: 2016-076-04-13	BUYER III: Yolanda Z. Velasquez	Tel. No: (956) 318-2626
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REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

“Registered Pharmacist Services”

APRIL 13, 2016 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

- 1) Sealed proposals will be received for “**Hidalgo County-Health & Human Services Department- Registered Pharmacist Services**”, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
- 2) **One (1) original and seven (7) copies** of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2016-076-04-13-YZV Hidalgo County-Health & Human Services Department-Registered Pharmacist Services**” and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, APRIL 13, 2016.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2016-076-04-13-YZV - Hidalgo County Health & Human Services Department- Registered Pharmacist Services”

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

- 3) Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** Award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
- 4) Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
- 5) For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
- 6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
- 7) No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
- 8) Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

- 9) Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
- 10) County reserves the right to accept or reject any or all proposals.
- 11) Costs are to be net F.O.B., County Prepaid.
- 12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
- 13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
- 14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15) DELIVERY INSTRUCTIONS FOR GOODS AND SERVICES: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16) BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract Number (if any)
 - d) Notation-“**Hidalgo County-Health & Human Services Department-Registered Pharmacist Services**”
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County –Health & Human Services Department

Attn. Eddie Olivarez
1304 S. 25th Street
Edinburg, TX 78539
956-383-6221

17) **SCHEDULE OF EVENTS:**

Proposal Acceptance Date Opening, 9:30 A.M.

APRIL 13, 2016

Award of Contract:

Commence Service or Products:

18) **~~BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:~~**

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~
- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19) ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20) DISCLOSURE OF CONFLICT OF INTEREST:

- Effective **January 1, 2016**, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as **Exhibit D-1**, the vendor, person consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Complete Form CIQ must be submitted to the Hidalgo County Clerk’s Office located at 100 North Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

- **As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFP packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP Project No. (i.e. 2016-076), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and**

submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: volanda.velasquez@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT WILL BE INCLUDED IN PACKET AS EXHIBIT "D-2" This is to inform all prospective Vendors of the new statute (HB 23), becoming effective on September 01, 2015.

FORM CIS IS THE SOLE RESPONSIBILITY OF THE COUNTY. (FORM IS INCLUDED FOR INFORMATION PURPOSE ONLY)- SHOULD YOU HAVE ANY QUESTIONS REGARDING HB23, (FORM CIS) PLEASE DIRECTED YOURSELF AND/OR CONSULT WITH YOUR LEGAL COUNSEL.

22) If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available 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 County.

23) Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24) Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25) Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26) Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and

acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

- 27)** County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. In the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
- 28)** Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
- 29)** Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
- 30)** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
- 31)** The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
- 32)** Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
- 33)** Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

HIDALGO COUNTY –HEALTH & HUMAN SERVICES DEPARTMENT

“REGISTERED PHARMACIST SERVICES”

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

FIRM: _____

ADDRESS: _____

BY: _____

**PRINT
NAME:** _____

TITLE: _____

EXHIBIT A
REQUIREMENTS
HIDALGO COUNTY
REQUEST FOR PROPOSALS
"REGISTERED PHARMACIST SERVICES"
RFP NO: 2016-076-04-00-YZV

The County of Hidalgo is seeking to enter into a "Registered Pharmacist Services" contract(s) with a state-registered (Texas) Pharmacist. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of "**Hidalgo County Registered Pharmacist Services for Health and Human Services Department**" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, APRIL 00, 2016. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP NO: 2016-076-04-00-YZV

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request For Proposals:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a **Physical location of:** 2802 So. Business Hwy 281, (**Southeast Corner of Canton & Business Highway 281**) Hidalgo County New Administration Building, Edinburg, Texas, 78539. at 2802 So. Business Hwy 281, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, MARCH 00, 2016, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday, MARCH 00, 2016. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective February 17, 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that

statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-COLLUSION:

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposals (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to make sure that it is stamped with date and time by the County Purchasing Department staff.

SIGNING OF QUALIFICATIONS:

In order to be considered all submittals **must** be signed. **Please sign the original in [blue ink](#).**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:

It is intended that the term of the contract will be for an initial period of 2 years with the County's option to renew for an additional 1 year term under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

All costs and expenses associated with the preparation and submission for (bids, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: (IF APPLICABLE)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFQ REQUIREMENTS

Request For Proposal:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

Contents:

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

Understanding of the Project:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PROJECT OVERVIEW:

The County of Hidalgo is seeking to engage a competent licensed pharmacist to provide services for the Hidalgo County Health and Human Services Department. The pharmacist will be in charge for all County Health Clinic pharmacies and perform the services that include, but are not limited to, as stated herein.

OFFEROR'S MINIMUM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent "Registered Pharmacist(s)" licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Participant must have a minimum of 7 to 10 years experience in Public Health Pharmaceutical services;
- Meet inspections and the other requirements of the Texas Pharmacy Act and related regulations promulgated by the Texas State of Pharmacy;
- Dispense prescription orders;
- Conduct in-service training at least annually for supportive personnel who proved drugs, which training shall be related to actions, contraindications, adverse reactions and pharmacology of drug contained in the formulary;
- Contractor represents and maintain that he is an independent contractor and is not an employee of Hidalgo County, the Hidalgo County Health and Human Services department or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the County, County's Health and Human Services Department and/or any agency of the County;

- Contractor may not assign the obligation or rights under this Contract to any person without the prior written consent of the County.
- The contractor/participant should provide as much background information as to its' experience in providing services to City, County, State or any other governmental agencies.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

Personnel and Staffing:

The participant should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Required Certifications and Submittal:

This section will contain any licenses and certifications as required by HIDALGO COUNTY and the STATE OF TEXAS. The Registered Pharmacist(s) should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:

Hidalgo County is requesting sealed statements of qualifications from experienced Registered Pharmacist(s) to provide all the Pharmacist(s) services required for the "Registered Pharmacist Services" for Hidalgo County Health and Human Services Department. The registered pharmacist(s) services contract will encompass all project-related pharmacist(s) services to the County of Hidalgo including, but not limited to, the following:

- Provide continuous supervision of registered nurses, licensed vocational nurses, physician assistants technicians and assistance carrying out the pharmacy-related provisions;
- Provide documented periodic on-site visits as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy to ensure that the clinic is following set policies and procedures. The documentation provided by the registered pharmacist(s) consultant shall be as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy;
- Provide development of a formulary for the clinics, in conjunction with the clinics' pharmacy and therapeutic committee consisting of drugs and/or devices needed to meet the objectives of the clinic;

- Provide for a method and procedures for procurement and storage of drugs and/or devices and determine specifications of all drugs and/or devices procured by the County's Clinic;
- Maintain records of all transactions of the pharmacy as may be required by applicable law and as may be necessary to maintain accurate control over and accountability for all drugs and /or devices;
- Provide development and periodic review of a policy and procedural manual for the pharmacy in conjunction with the clinics' pharmacy and therapeutic committee.

Hidalgo County proposes to pay the "Registered Pharmacist(s)" monthly by check.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE AT THIS TIME WITH THIS SUBMITTAL: The fee will be negotiated based on the scope of work.

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:

The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

- A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the proposals received in response to this Hidalgo County request for proposals.
- B. After the RFP's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of the RFP.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFP's.

TERMINATION OF SERVICES: Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation, or (d) until County has engaged the services of a new registered pharmacists for Hidalgo County Health and Human Services Department.

EXHIBIT B
SELECTION CRITERIA

REQUEST FOR PROPOSALS

**“Registered Pharmacists Services for
Hidalgo County Health and Human Services Department”**

EVALUATION CRITERIA

“Registered Pharmacists Services for Hidalgo County Health and Human Services Department”

RFP-2016-076-04-00-YZV

The submitter's RFP will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFP Evaluation Form."

1. Qualifications/Certifications/and other Credentials (20)

The pharmacist should provide information related to his qualifications. The pharmacist(s) must be registered and licensed to practice in the State of Texas. Pharmacist(s) must provide a copy of certificate by the Texas State Board of Pharmacy, and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

2. Understanding the Services/Methodology (20)

The pharmacist must state the approach and/or (methodology) in achieving and rendering all services detailed and required as the Pharmacist for Hidalgo County Health and Human Services Department. If the Pharmacist currently has an active practice, the Pharmacist must state in detail how he can comply and render all the services, and requirements detailed for the contract. Pharmacist should include any local issues or concerns that directly affect the pharmacist's understanding of the project.

3. Experience (30)

The pharmacist must have a minimum of 7 to 10 years experience in public health pharmaceutical services. Also, experience maintaining control over and accountability for all drugs and be knowledgeable with all regulations promulgated in the Texas State Pharmacy Act. Pharmacist must be in good standing with the Texas State Board of Pharmacy.

4. Ability to Commit to all Services Required (30)

The pharmacist should provide as much background information as to its' experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

EVALUATION FORM

“REGISTERED PHARMACIST SERVICES FOR HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT” RFP NO: 2013-008-03-13-YZV

Selection Criteria

Points

Score

1. Pharmacist(s) Qualifications/Certifications/and other Credentials

The pharmacist should provide information related to his qualifications. The pharmacist(s) must be registered and licensed to practice in the State of Texas. Pharmacist(s) must provide a copy of certificate by the Texas State Board of Pharmacy and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

0-20

Comments/Rationale: _____

2. Understanding the Services/Methodology

The pharmacist must state the approach and/or (methodology) in achieving and rendering all services detailed and required as the Pharmacist for Hidalgo County Health and Human Services Department. If the Pharmacist currently has an active family practice, the Pharmacist must state in detail how he can comply and render all the services, and requirements detailed for the contract. Pharmacist should include any local issues or concerns that directly affect the pharmacist's understanding of the project.

0-20

Comments/Rationale: _____

3. Experience:

The pharmacist must have a minimum of 7 to 10 years experience in Public Health Pharmaceutical services. Also maintaining control over and accountability for all drugs and be knowledgeable with all regulations promulgated in the Texas State Pharmacy Act. Pharmacist must be in good standing with the Texas Board of Pharmacy.

0-30

Comments/Rationale: _____

4. Ability to commit all services required.

The pharmacist should provide as much background information as to It's experience in providing similar services to city, county or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

0-30

Comments/Rationale: _____

TOTAL SCORE: _____

Provider: _____

Evaluator: _____ Date: _____

DRAFT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-16-076-00-00

THIS AGREEMENT is made on this the ___ day of _____, **2016** by and between HIDALGO COUNTY, a political subdivision of the State of Texas, (hereinafter "County") and _____ a Texas Licensed Pharmacist, (hereinafter "Contractor") to provide services for the Hidalgo County Health and Human Services Department in the manner hereinafter provided.

WITNESSETH

WHEREAS, County desires to contract with a person to provide services connected with the County Health and Human Services Department pharmacies that are more specifically set forth hereinafter; and

WHEREAAS, Contractor has agreed to provide the services enumerated hereinafter for County's Health and Human Services Department during the period of time provided herein.

NOW, THEREFORE, FOR THE MUTUAL CONSIDERATION EXPRESSED HEREINAFTER, County and Contractor agree and covenant as follows:

1. Contractor agrees to provide the services necessary to perform the position of Pharmacist in Charge for all County Health Clinic Pharmacies ("Clinics") and perform the services that include, but are not limited to, those set forth as follows:

a. Provide continuous supervision of registered nurses, licensed vocational

nurses, medical assistant technicians and assistants carrying out the pharmacy-related provisions.

b. Provide documented periodic on-site visits as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy to insure that the Clinics are following set policies and procedures. The documentation provided by Contractor shall be as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy.

c. Provide development of a formulary for the Clinics, in conjunction with the Clinics' pharmacy and therapeutics committee consisting of drugs and/or devices needed to meet the objectives of the Clinics.

d. Provide for a method and procedures for procurement and storage of drugs and/or devices and determine specifications of all drugs and/or devices procured by the Clinics.

e. Maintain records of all transactions of the Clinics as may be required by applicable law and as may be necessary to maintain accurate control over and accountability for all drugs and/or devices.

f. Provide development and periodic review of a policy and procedural manual for the Clinics in conjunction with the clinics pharmacy and therapeutic committee.

g. Meet inspections and other requirements of the Texas Pharmacy Act and related regulations with respect to the Clinics as promulgated by the Texas State Board of Pharmacy.

h. Dispense prescription orders.

i. Conduct in-service training at least annually for supportive personnel who provide drugs, which training shall be related to actions, contraindications, adverse reactions and pharmacology of drugs contained in the formulary.

2. Contractor agrees to commence providing the services outlined above on _____, 2016 and continue to provide these services through _____, 2016 and may be extended at the sole discretion of County for an additional one (1) year, under the same rates, terms and conditions, unless earlier terminated pursuant to the provisions herein. County reserves the right to continue this Contract for an additional sixty (60) day Grace Period, under the same rates, terms and conditions.

3. As consideration for providing the services outlined above, Contractor shall be paid \$ _____ per month. Such sum shall be paid to Contractor on or before the tenth day following the preceding month (or a portion thereof) that Contractor performed services for the County.

4. Contractor represents and maintain that he is an independent contractor and is not an employee of Hidalgo County, the Hidalgo County Health and Human Services Department or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the County, County's Health and Human Services Department and/or any agency of the County.

5. County and Contractor agree that either party may terminate this Agreement at any time during the Term of this Agreement for any reason or no reason at all upon giving

the other party notice of the desire to terminate this Agreement at least thirty (30) days in advance of the date of the proposed termination. In such event, this Agreement shall be null and void as of the date of termination and neither party shall have any further rights arising from the terms of this Agreement.

6. Contractor agrees to provide liability insurance covering his activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act. Section 100.002 et.seq., Texas Civil Practice and Remedies Code with County as a named insured and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

7. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County without cause with thirty (30) written notice prior to cancellation.

8. Contractor may not assign the obligation or rights under this Contract to any person without the prior written consent of County.

9. Notice. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be sent personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: County of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
302 West University Drive
Edinburg, Texas 78539

If to Contractor: _____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

10. Conflict with Applicable Law. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

11. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with

this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Contractor and not otherwise.

13. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. Additional Documents. The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

15. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.

16. Assignment. This Agreement shall not be assignable; provided, however, that Contractor may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Contractor is not excused from and/or does not delegate its duties hereunder.

17. Headings. The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. Gender and Number. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

19. Authority to Execute. The execution and performance of this Contract by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of

County and Contractor in accordance with its terms.

20. Ethical Provision. It is understood that employees of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Contractor warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Contractor has not paid or agreed to pay any employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Contractor. County agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. Indemnity and Hold Harmless. Contractor agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are attributable to the acts or omissions of Contractor or the acts or omissions of Contractor's employees, agents or other representatives, including the violation of any law or regulation related to Contractor's duties under this Agreement.

To the extent permitted by applicable law, County agrees to indemnify and hold Contractor harmless from any loss, costs, liabilities or damages which are incurred by Contractor which are primarily attributable to the acts or omissions of County or the acts or omissions of County employees, agents or other representatives, including the violation of

any law or regulation related to County's duties under this Agreement.

23. Representation and Warranties. Contractor represents and warrants to County that all representations and warranties of Contractor as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. In the event any representation or warranty of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to terminate this Contract, for cause. Contractor acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Contractor as herein contained as contained in County's Request for Qualifications as a material inducement to County to enter into the Contract.

24. Immunities: Nothing in this Contract is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS THE HANDS OF THE PARTIES on this the _____ day of _____, 2016

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, COUNTY JUDGE

ATTEST:

Arturo Guajardo Jr, COUNTY CLERK

CONTRACTOR:

By: _____
_____, Pharmacist

Approved by Commissioners' Court on: _____

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen Crain

EXHIBIT "A"
REQUIREMENTS

"REGISTERS PHARMACIST SERVICES"

PROPOSERS BEST AND FINAL OFFER

INSURANCE CERTIFICATES