

# Lexington-Fayette Urban County Government

## Request For Proposal

RFP #11-2017 Influenza Vaccine Services

CLOSING DATE: April 12, 2017

CLOSING TIME: 2:00pm EDT



## Pharmacy

Kroger Limited Partnership I – Louisville  
1600 Ormsby Station Court  
Louisville, KY 40223

Contact: Pheli Roberts, RPh, PharmD  
Phone: (502)-423-4111  
Fax: (502)-423-4176  
Email: [pheli.roberts@kroger.com](mailto:pheli.roberts@kroger.com)

# Table of Contents

Page 3 .....Letter of Introduction

Page 4.....Acceptance of Terms and Conditions/Contract

Page 5.....Supplier Profile

Page 6.....Implementation Plan and Approach

Page 10.....Licensing and Insurance Requirements

Page 12.....Proposed Qualified Staff

Page 13 ..... Project Costs

Page 14.....Affidavit

Page 16.....Kroger Co. Affirmative Action Policy

Page 17.....Kroger Workforce Analysis Form

Page 18.....Equal Opportunity Agreement

Page 19 .....LFUCG MWDBE Participation Form

Page 20.....LFUCG Statements of Good Faith Efforts

Page 23.....General Provisions

# Letter of Introduction

**Kroger pharmacists would like to administer flu shots to your employees' on-site locations within the date range of September 1 - October 31, 2017. Kroger pharmacists, who have experience in administering immunizations to the community, can provide the indicated service.**

## Standards and History of Kroger Louisville Division Pharmacy immunizations practices

To ensure the quality of care delivered to our patients Kroger Louisville Division mandates the following pharmacist requirements in order to administer vaccines:

- Completion of the American Pharmacist Association (APhA) certificate program "Pharmacy-Based Immunization Delivery".
- Current certification in Healthcare Provider BLS CPR
- Completion of an annual Bloodborne Pathogen training

Kroger Louisville Division Pharmacy immunization program began in **2002** with a pilot to administer vaccinations to the community which resulted in the delivery of 21,297 Influenza vaccinations. Kroger Pharmacy completed this task via a collaborative relationship with local physicians. This collaborative relationship allows our pharmacists to deliver indicated vaccinations per the agreed upon standing order.

In subsequent years, the amount of immunizations delivered to the community has continued to increase significantly. Kroger Louisville Division Pharmacies have made a commitment to this service and have trained all of our pharmacists through the APhA certificate program, *Pharmacy-Based Immunization Delivery*. We have increased our accessibility by making vaccinations available at all of our pharmacy locations without an appointment.

As a continuation of community outreach, Kroger continues to provide health and wellness services on site for a variety of employer groups. This service allows our pharmacists to come on site to the employer group's location and provide vaccinations or other clinical services to the employees. This preventative action assists employer groups in protecting their employees and increasing productivity by decreasing sick days and improving health awareness. We have had the pleasure of providing on site vaccination services for LFUCG for 2008-2009 flu season through 2014-2015 flu season and would appreciate the opportunity to continue to provide this service.

---

Pharmacy Sales Manager

---

Date

## Acceptance of Terms and Conditions/Contract

Kroger Louisville Division pharmacies understand and accept all of the general requirements and conditions posted in the Lexington-Fayette Urban County Government proposals, **RFP #11-2017 Influenza Vaccine Services**. We applaud you for recognizing the importance of making flu vaccinations available for your employees and welcome the opportunity to partner with you in this wellness initiative.

The parties agree that Pharmacy's duty to provide vaccinations is subject to the availability of the vaccine. Should the vaccine become unavailable, Pharmacy will not be required to provide vaccinations pursuant to this Agreement. Furthermore, Pharmacy will have no liability to LFUCG should the unavailability of the vaccine prevent Pharmacy from performing under this Agreement. The failure of Pharmacy to provide vaccinations due to the lack of vaccine will not result in a penalty and will not constitute a breach of this Agreement by Pharmacy and relieves Pharmacy's obligations pursuant to this Agreement to provide Services.

Pharmacy is a retail pharmacy licensed and engaged in the business of providing pharmaceutical services, including the supplying of prescription and non-prescription drugs, medications, biologicals, and other pharmaceutical services, including vaccinations.

# Supplier Profile

With over 2,400 stores in 31 states, Kroger ranks as one of the world's largest retailers.

The Kroger Co. entered the Drugstore business in the 1960s and has been a competitor for more than 50 years in the pharmaceutical industry. Kroger currently operates nearly 2,000 retail pharmacies with most located inside of the grocery store. These 2,000 pharmacies are staffed with caring professionals dedicated to helping people lead healthier lives. Our Pharmacists provide more than just prescriptions and over-the-counter medications; they provide medication advice and support, and are a trusted source of information. Our Pharmacists are certified via the APhA certificate program, *Pharmacy-Based Immunization Delivery*, to administer vaccinations.

The Kroger Enterprise headquarters is located in downtown Cincinnati and serves as the General Offices for twenty divisions. The Kroger Louisville Division consists of 90 pharmacies with 77 located within the state of Kentucky. Kroger Louisville Division is geographically positioned to service the LFUCG vaccine proposal with 22 pharmacy locations in metro- Lexington and surrounding counties.

Kroger Co. General Office	Kroger Louisville Division Office
1014 Vine Street Cincinnati, OH 452020	1600 Ormsby Station Court Louisville, KY 40223 (502)-423-4800

Kroger Louisville Division pharmacists have become proficient in offering vaccinations not only in the pharmacies, but also in the employer group's workplace setting without assistance from subcontracting groups. The Louisville Division Pharmacy provided like services to over 200 employer groups just last year (2016).

Within the metro-Lexington area, the same provisions were provided to more than 25 employer groups in 2016. The employer group size varied from 50 to several hundred. **The District 4 Pharmacy team has provided this service for several years in past for LFUCG and is well versed in providing vaccinations for 200 or more participants within a designated time frame and in variable locations.**

## References:

<b>KDMK</b>	Charity Parks, 859-497-2040
<b>Jones Plastic &amp; Engineering</b>	Christy Williams 502-491-3785
<b>W.T. Young</b>	Buddy Carollo, 859-266-1136

# Implementation Plan and Approach

## Prior to Clinic Date

### I. Determination of event details

The identified Kroger pharmacist communicates with employer group point person to determine clinic dates, times, and locations. Vaccinations will be administered during normal business hours in the designated pharmacy (s) or at other sites and times mutually agreeable to LFUCG and Pharmacy.

The employer group will relay anticipated number of participants in order to assist the pharmacy in securing adequate supplies.

As identified from previous clinic experience and participation rates, we propose the following clinics for the LFUCG Division locations:

- **Streets & Roads (80)**
  - One (1) clinic event
  - 3 immunization stations per event
  
- **Corrections (250) and Fire (550)**
  - Three (3) clinic events
  - 3 immunization stations per event
  
- **Water Quality (177)**
  - One (1) clinic event
  - 2 immunization stations
  
- **Police West Sector (500)**
  - Two (2) clinic events
  - 2 immunization stations
  
- **Government Center (500)**
  - Two (2) clinic events
  - 6 immunization stations per event
  
- **Family Services (50)**
  - One (1) clinic event
  - 2 immunization stations

**This is merely a proposal; we will be dependent on updated conversations to determine sites and participation/staffing ratios.**

## II. Billing

Billing and invoicing is established prior to the clinic date. Options for billing include:

- (1) Processing administer vaccination claims to the associates prescription insurance. Out-of pocket costs dependent on associates prescription insurance coverage, but most influenza submissions are 100% covered. Kroger pharmacy is willing to try a test claim of the employer's prescription insurance carrier to determine if this is a viable billing option.
- (2) Submission of a monthly invoice to the employer detailing the number of vaccinations administered to participants. This allows for the participant to receive the vaccination without any out-of-pocket costs. In addition, vouchers can be requested and supplied for the employer to distribute to employees that were unable to participate in the onsite events. Vouchers will allow the same service within the setting of the Kroger Pharmacy Lexington area locations.

## III. Forms

Kroger pharmacy will offer to extend electronic vaccination consent forms and corresponding vaccine information sheets (VIS) prior to the clinic date. This allows the employer to pass forms along to participants for completion prior to the event; expediting the process and minimizing time away from work responsibilities. Kroger will have additional forms available on site at the date of the clinic.

## IV. Supplies

Vaccine supplies will be provided by Pharmacy. The vaccine is obtained via wholesalers authorized to distribute the vaccination from identified manufacturers to include but not limited to Sanofi (Fluzone Quadrivalent® and Fluzone® HD) in prefilled and multi-dose vial preparations. Vaccinations will be stored and supplied at set temperatures which ensure stability of vaccine utilizing cooler systems and temperature gauges.

## Day of Event

### I. Set up

For ease of service, we request an appointed contact for each onsite location to assist with physical setup and logistics. Providers typically arrive 30 minutes to 1 hour prior to designated clinic start time in order to set supplies and immunization stations to provide efficient and quality vaccination administration.

### II. Vaccination administration

#### a. Eligibility

Pharmacy will administer vaccinations to LFUCG eligible employees 18 years of age or older, and who have completed and executed an Influenza Immunization Consent Form. Eligible employees may be subject to tiered prioritization if suggested by the CDC in event of any vaccination shortage.

Participants should be prepared to show LFUCG identification to ensure eligibility.

#### b. Vaccine selection and administration

To date, the CDC has not expressed a preference for which flu vaccine people should receive, but have indicated recommendations for all people 6 months and older to get a flu vaccine annually. If you have questions about which vaccine is best for you, the CDC refers you to your health care professional.

Site for this: <http://www.cdc.gov/flu/protect/vaccine/quadrivalent.htm>

Typically providers use their professional judgment based on patient specific characteristics including but not limited to age, allergies, and pregnancy status. For example, patients 65 years and older would be recommended to receive the Fluzone HD product and those with latex allergies may be referred to a presentation that is manufactured without the inclusion of latex. Final determination of what product administered will be determined by employer group, LFUCG.

Vaccinations will be administered in accordance with all Federal, State, and Local regulations for the provision of this service. Vaccinations will be provided and administered in accordance with Center of Disease Control (CDC) guidelines and Pharmacy protocol.



III. Close of clinic event and final Documentation

All materials associated with the vaccination clinic will be removed and disposed of offsite by Kroger Pharmacy. This will include all used materials (i.e. syringes, gloves, band aids, Sharps containers, and trash) as well any unused materials (i.e. additional forms and supplies).

The individual completed consent forms will be entered into the Kroger Pharmacy Database as a prescription and held to all applicable standards of federal, state, and local pharmacy and HIPAA laws.

Designated Pharmacy contact will provide a participation tally as outlined in section 2.1 of RFP to the designated Vaccination Program Coordinator.

# Licensing and Insurance Requirements

MEMORANDUM OF INSURANCE					DATE OF ISSUE: 1/18/2017	
<b>PRODUCER:</b> A, B, D & E: (CASUALTY) MARSH - CHICAGO  C (PROPERTY) Aon - CHICAGO			<b>COMPANIES AFFORDING COVERAGE</b>			
			COMPANY LETTER	A	ACE AMERICAN INSURANCE COMPANY	
<b>INSURED:</b> THE KROGER CO., ITS SUBSIDIARIES AND AFFILIATES 1014 VINE STREET CINCINNATI, OH 45202			COMPANY LETTER	B	ILLINOIS UNION INSURANCE CO.	
			COMPANY LETTER	C	ZURICH AMERICAN INSURANCE COMPANY	
			COMPANY LETTER	D	NATIONAL UNION FIRE INSURANCE COMPANY OF PA	
			COMPANY LETTER	E	VINE COURT ASSURANCE, INCORPORATED	
			COMPANY LETTER	F	AGCS MARINE INSURANCE CO. (ALLIANZ)	
<b>COVERAGES</b>						
This memorandum is furnished to you as a matter of information for your convenience. It is not intended to reflect all the terms and conditions or exclusions of such policies. This memorandum is not an insurance policy and does not amend, alter, or extend the coverage afforded by the listed policies. The insurance afforded by the listed policy is subject to all the terms, exclusions and conditions of such policies.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFF. DATE	EXP. DATE	LIMITS SHOWN ARE AS REQUESTED	
A	COMMERCIAL GENERAL LIABILITY	XSL G27850914 *	1/25/17	1/25/18	EACH OCCURRENCE	\$ 2,000,000
	X COM GEN LIABILITY				FIRE DAMAGE (Any fire)	\$ 2,000,000
	CLAIM OCCUR				MED EXPENSE (Any one person)	N/A
	OWN & CONT PROT				PERSONAL & ADV INJURY	\$ 2,000,000
	X OCCURRENCE FORM				GENERAL AGGREGATE	\$ 15,000,000
	X DRUGGIST LIABILITY				PRODUCTS- COMP/OPI/AGG	\$ 15,000,000
A	AUTOMOBILE LIABILITY	ISA H09052100	1/25/17	1/25/18	COMBINED SINGLE LIMIT	\$ 5,000,000
A	ANY AUTO, HIRED AUTOS, NON-OWNED AUTOS, PHYSICAL DAMAGE SELF-INSURED					
A	GARAGE LIABILITY ANY AUTO	ISA H09052100	1/25/17	1/25/18	AUTO ONLY	\$ 3,000,000
D	EXCESS LIABILITY	1952310	1/25/17	1/25/18	EACH OCCURRENCE	\$ 5,000,000
	X UMBRELLA FORM OTHER THAN UMB				AGGREGATE	\$ 5,000,000
A	WORKERS* COMPENSATION/ EMPLOYES LIABILITY THE PROPRIETOR/ PARTNERS EXECUTIVE OFFICERS ARE INCLUDED	WLR C49108154 (CT,DC,DE, FL,ME MD,MN,MA, MO,NC NV,NJ,NY,SD,RI,VA) SCF C49103129 (WI) WCU C49108130 (All Other States)*	1/25/17	1/25/18	<input checked="" type="checkbox"/> STATUTORY LIMITS EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EACH EMPLOYEE	\$ 2,000,000 \$ 2,000,000 \$ 2,000,000
B	PREMISE POLLUTION LIABILITY	PPL G21977020 013	5/1/16	5/1/17	PER CLAIM ALL CLAIMS	\$ 10,000,000 \$ 20,000,000
B	MASTER STORAGE TANK THIRD PARTY LIABILITY	UST G2181037A 013	5/1/16	5/1/17	PER CLAIM ALL CLAIMS	\$ 1,000,000 \$ 2,000,000
C	PROPERTY	TOP 9267598-06	6/30/16	6/30/17	PER OCCURRENCE	\$ 15,000,000
E	HEALTHCARE FACILITIES PROFESSIONAL LIABILITY	337-1-TLCHPL1	1/25/16	1/25/17	PER OCCURRENCE	\$ 1,000,000
F	CARGO LIABILITY	SML98052086	7/31/16	7/31/17	EACH TRAILER, MOTOR TRUCK	\$ 500,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

ADDITIONAL INFORMATION:

\* GL Policy Number XSL G27859914 is subject to a self insured retention of USD \$3,000,000.

COMMERCIAL GENERAL LIABILITY: Coverage Includes Liquor Liability and Professional / Druggist's Liability.

Regarding Commercial General Liability and Auto Liability, any party with which the Named Insured is contractually required to include as Additional Insured is automatically granted such status. Additional Insured-Vendors Endorsement is also automatically granted such status where required. However, coverage under the policy only applies to the extent of the coverage required by such contractual requirement and for the limits of liability specified in such contractual requirement, but in no event for insurance not afforded by the policy nor for limits of liability in excess of the applicable limits of liability of the policy. The existence of more than one Insured or Additional Insured or other interests shall not serve to increase the limits of liability of the policy. The policy automatically waives subrogation if such rights are waived by written contract prior to loss by the Insured.

\* WC Policy Number WCU C49106130 is subject to a self insured retention of USD \$5,000,000.

Terrorism coverage is included per TRIA provisions, as required by workers compensation statutes.

PROPERTY:

All risk including boiler and machinery, business interruption and extra expense; all real and personal property; replacement cost. Self-Insured Retention is internally funded for requirements of Contract Terms.

The existence of more than one Insured or Additional Insured or other interests shall not serve to increase the limits of liability of the policy.

USD \$15,000,000 aggregate limit for Earthquake / Flood where required by contract.

Coverage includes a building ordinance extension. Terrorism coverage is included per TRIA provisions.

The policy automatically waives subrogation if such rights are waived by written contract prior to loss by the Insured.

The policy includes "Rents"

Any party with which the Named Insured has a contractual requirement to be included as an Additional Insured, Loss Payee, Mortgagee or Trustee shall automatically be granted such status under this Policy. "The above shall also apply to any parties that the landlords of the Named Insured have a written agreement for such interest(s) with respect to property insured hereunder". However, coverage under the policy only applies to the extent of the coverage required by such contractual requirement and for the limits of liability specified in such contractual requirement, but in no event for insurance not afforded by the policy nor for limits of liability in excess of the applicable limits of liability of the policy.

POLLUTION:

Regarding Pollution Liability any party with which the Named Insured is contractually required to include as Additional Insured is automatically granted such status.

Healthcare Facilities Professional Liability applies only to the operations of The Little Clinic, LLC; Kroger Specialty Pharmacy Holdings, Inc., and their affiliates and subsidiaries; Kroger Specialty Infusion Holdings, Inc., and their affiliates and subsidiaries.

The Named Insured includes The Kroger Co., its subsidiaries, affiliates and dba's including, but is not limited to the following:

Inter-American Products, Inc.; Dillon Real Estate Co., Inc.; Fred Meyer Stores, Inc.; Fred Meyer Jewelers, Inc.; Fred Meyer Stores, Inc. dba Quality Food Centers; Bell Markets, Inc.; Cala Foods, Inc.; Ralphs Grocery Co.; Smith's Food & Drug Centers, Inc.; Kroger Limited Partnership I; The Kroger Co of Michigan; Topvalco, Inc.; Kroger Limited Partnership II; Dillon Companies, Inc. dba King Soopers, Inc.; Smith's Food & Drug Centers, Inc. dba Fry's Food Stores.; Dillon Companies, Inc.; Columbus Bakery a division of The Kroger Co.; The Kroger Co. dba Jackson Ice Cream Co.; Alpha Beta Company, Country Oven, Inc.; Food 4 Less Holdings, Inc.; Kessel FP, LLC; Michigan Dairy, LLC; Pace Dairy Foods Company; Pontiac Foods, Inc.; Kwik Shop, Inc.; Mini Mart, Inc.; Turkey Hill LP. dba Turkey Hill Mini Markets; Turkey Hill LP.; Healthy Options, Inc.; Kroger 017 Operator, Inc.; Kroger Specialty Pharmacy Holdings, Inc., and their affiliates and subsidiaries; The Little Clinic, LLC and its subsidiaries; Junior Food Stores of West Florida, Inc. dba Tom Thumb Stores; Heritage Farms Dairy; Harris Teeter Supermarkets, Inc.; Harris Teeter, LLC; You Technology, LLC; Smith's Food and Drug Centers, Inc. dba Peyton's Phoenix and Peyton's Southeastern, Inc.; VitaCost.com, Inc.; 84.51\* LLC; KTLP; Rounfy's Supermarkets, Inc.; ITA, Inc.; Kee Trans, Inc.; Kroger Specialty Infusion Holdings, Inc., and their affiliates and subsidiaries.

## Proposed Qualified Staff

To ensure the quality of care delivered to our patients Kroger Louisville Division mandates the following immunizing pharmacist requirements in order to administer vaccines.

- Completion of the American Pharmacist Association (APhA) certificate program *“Pharmacy-Based Immunization Delivery”*.
- Must be current in Healthcare Provider CPR
- Completion of annual Bloodborne Pathogen training

The primary contact for the set clinic dates will be William Grise, Pharm D, Kroger Louisville Division, Lexington Area Patient Care District Specialist. Dr. Grise will assist in securing providers for this service for the scheduled events. Dr. Grise was one of the pioneers in the Kroger immunization pilot and has more than 16 years of vaccinating experience. Dr. Grise has also been the lead pharmacist for the LFUCG vaccination clinics that were serviced in 2009 through 2015. This was accomplished along with several other large employer group accounts within the community.

The following list is of past providers of service for LFUCG vaccination events

<b>PHARMACIST NAME</b>	<b>LOCATION</b>	<b>IMMUNIZING EXPERIENCE with Kroger Company</b>	<b>Past Experience with LFUCG CLINIC</b>
William Grise	Area D	16 years	Y
Brooke Hudspeth	Area D	11 years	Y
Chris Noetzel	Area D	7 years	Y
Frank Hedglin	Area D	5 years	Y
Jenna Noetzel	Area D	7 years	Y
Bill Dawson	All District 4 stores	13 years	Y

The above list is subject to change based on scheduling availability.

## Project Costs

Type	Price	UM
Quad (4 strain) vaccination	\$ 28.00	Per Vaccination

# Affidavit

Comes the Affiant, Pheli Roberts, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Pheli Roberts and he/she is the individual submitting the proposal or is the authorized representative of Kroger Co. Limited Partnership I for the Louisville Division, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF     **Kentucky**    

COUNTY OF     **Jefferson**    

The foregoing instrument was subscribed, sworn to and acknowledged before me by

\_\_ Pheli Roberts\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC, STATE AT LARGE

# **Kroger Co. Affirmative Action Policy**

It is the policy of The Kroger Co. to provide equal opportunity for all applicants for employment and to administer all human resource practices such as recruiting, hiring, promoting, and all other terms, conditions, and privileges of employment in a manner which does not discriminate on the basis of age, color, disability, gender, national origin, race or religion.

This policy is in accordance with the law and observes the fundamental American concept of equal opportunity for all people without regard to age, color, disability, gender, national origin, race, or religion. Each employee has an individual responsibility to observe this policy, and each member of management is responsible and accountable for ensuring compliance.

If you have any questions or concerns about this policy, please contact our Human Resource Department. If you are aware of any violations of this policy, please contact our Unit Head and/or Human Resources Department. They will investigate any complaints and ensure that employees' rights are protected.



**WORKFORCE ANALYSIS FORM**

---

Name of Organization: Kroger Co. Limited Partnership I- Louisville  
PHARMACY

Division

Date: 04 / 12 / 2017

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	9	5	2	0	0	0	1	1	0	6	3
Professionals	355	123	200	1	0	8	8	13	10	145	210
Superintendents											
Supervisors											
Foremen											
Technicians	1265	240	803	2	13	28	113	16	50	286	979
Protective Service											
Para-Professionals											
Office/Clerical	3	0	3	0	0	0	0	0	0	0	3
Skilled Craft											
Service/Maintenance											
<b>Total:</b>	1632	368	1008	3	13	36	122	30	60	437	1195

**Prepared by:**  
**Pheli Roberts, Kroger Pharmacy / Stephanie Reibert Kroger Human Resources**

# Equal Opportunity Agreement

## The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:  
*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:  
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

## Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

\_\_\_\_\_  
Signature

Kroger Co. – Louisville Pharmacy Division  
Name of Business



**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference #11-2017 Influenza Vaccine Services**

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

<b>MWDBE Company, Name, Address, Phone, Email</b>	<b>Work to be Performed</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
1. None	N/A	N/A	N/A
2.			
3.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Kroger Co. – Louisville Pharmacy Division

**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

Pharmacy Sales Manager

**Title**

# LFUCG Statement of Good Faith Efforts

## Bid/RFP/Quote #11-2017 Influenza Vaccine Services

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

\_N/A\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

\_N/A\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_N/A\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

\_N/A\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

\_N/A\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

\_N/A\_ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

\_N/A\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

\_N/A\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

\_N/A\_ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

\_N/A\_ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

- \_N/A\_ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- \_N/A\_ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- \_N/A\_ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- \_N/A\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- \_N/A\_ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- \_N/A\_ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- \_N/A\_ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

**Kroger Louisville Pharmacy Division is bidding to perform all identified tasks utilizing their own workforce and will not require the use of subcontractors to facilitate this service. As a result, the aforementioned efforts cannot be applied to our bid. We would like to acknowledge that all of our providers have been hired based on our company’s Affirmative Action Policy. The application of this policy is in accordance with the law and does not permit discrimination upon hiring of anyone in regards to age, color, disability, gender, national origin, race, or religion. The full Affirmative Action Policy can be referenced on page 16 of this document.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Kroger Co. – Louisville Pharmacy Division

**Company**

\_\_\_\_\_

**Company Representative**

\_\_\_\_\_

**Date**

Pharmacy Sales Manager

**Title**

# General Provisions

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 et. seq., as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

6. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days' notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.



- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

---

Signature

---

Date