

COUNTY OF BOONE - MISSOURI



**REQUEST FOR PROPOSAL
FOR
PRESCRIPTION MEDICATION FOR THE INMATES OF THE
BOONE COUNTY JAIL
RFP #38-24JUL12
Release Date: June 21, 2012**

**Submittal Deadline:
July 24, 2012
not later than 1:30 p.m. Central Time**

**Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201**

**Melinda Bobbitt, CPPB, Director of Purchasing
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

PROPOSAL #: 38-24JUL12 – Prescription Medication for Inmates of the Boone County Jail

Sealed proposals will be accepted until **1:30 p.m. on Tuesday, July 24, 2012** in the Boone County Purchasing Office, Boone County Annex, Room 110, 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Melinda Bobbitt, CPPB
Director of Purchasing

Insertion: Tuesday, [June 25, 2012](#)
COLUMBIA MISSOURIAN



1. INTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 1:30 P.M., C.T.**, on Tuesday, [July 24, 2012](#) to:

Boone County Purchasing Department
Boone County Annex
Attn: Melinda Bobbitt, CPPB
613 E. Ash Street, Room 110
Columbia, Missouri 65201

- b) The County will not accept any proposals received after 1:30 P.M. and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and seven (7) copies of the proposal (total of eight). Proposals will be opened publicly but only names of Offerors will be read aloud. All proposal responses will be considered public information and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person or firm who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

- 2.1.1 This document constitutes a request for sealed proposals for **Prescription Medication for Inmates of the Boone County Jail** as set forth herein.
- 2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Instructions and General Conditions
 - 2) Introduction and General Information
 - 3) Scope of Services
 - 4) Proposal Submission Information
 - 5) Response/Pricing Page
 - 6) Attachment – “No Bid” Response Form

2.2. Guideline for Written Questions:

- 2.2.1 All questions regarding this Request for Proposal should be submitted in writing, prior to the bid opening and no later than 3:00 p.m., Friday, July 20, 2012. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:
- a. Melinda Bobbitt, CPPB, Director of Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org
- 2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.
- 2.3. **Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents, the County’s proposal file becomes part of public record at time of contract execution or when all proposals have been rejected.

2.4. INSURANCE REQUIREMENTS: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.4.1. Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

2.4.2. Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

2.4.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

2.4.4. COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury,

including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

2.4.5. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

2.5. INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

2.6. Contract Terms and Conditions:

2.6.1. The successful Offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

2.6.2. Offeror must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.

2.7. Contract Period:

The contract period with the successful firm shall begin **September 1, 2012 and extend through August 31, 2013**. The contract shall have four (4), one-year renewal periods following the completion of the initial contract term. After the completion of the final renewal term, this Agreement will continue on a month-to-month basis until either party terminates this Agreement by providing the other party with 30 days prior written notice.

2.8. Cancellation Agreement:

The County reserves the right to cancel the contract without cause by giving not less than thirty (30) days prior notice to the Contractor in writing of the intention to cancel, or with cause, if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this contract may be considered a material breach of contract and shall be cause for

immediate termination of the contract at the discretion of Boone County. Boone County may allow Contractor reasonable opportunity to cure material breach, but is not required to do so.

2.9. Fiscal Non-Funding Clause:

In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the provider of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

2.10. Estimated Usage:

Based on past usage, the **estimated** total expenditures against this contract are expected to be approximately **\$80,000 annually**. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.

2.11. Work Authorization Certification: Employment of Unauthorized Aliens Prohibited

2.11.1. Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

2.11.2. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

2.11.3. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

2.12. The County reserves the right to award to one or multiple respondents. In addition, the resulting contract from this RFP will be considered "Non-Exclusive". The County reserves the right to obtain service from other suppliers.



SCOPE OF SERVICES

3.1. Project Description:

Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the Boone County Sheriff’s Department for the furnishing and delivery on an “as needed” basis **Prescription and Over-the County Medications and Supply Items for the Inmates of the Boone County Jail** in Columbia, Missouri as specified in the following requirements.

Delivery Location: Delivery shall be provided to the following County site:
Boone County Jail, Attn: County Nurse Practitioner or Medical Director, 2121 County Drive, Columbia, MO 65202.

3.2. Background Information:

The County is currently under contract with D & H Prescription Drug Company of Columbia, Missouri. Current contract expires August 31, 2012.

Jail: The Boone County Jail, with an average population of 186 inmates per day, currently receives the contractual services of a physician to provide medical services for all inmates entrusted to the County. In many instances, the inmate population requires certain prescription drugs and medications that must be provided to them by the County. The Contractor shall provide prescriptions as written by the County contract physician or contracted County Nurse Practitioner. Pre-packaging (bubble pack) of medications is required for inmates of the Boone County Jail.

3.3. Scope of Work:

The County will expect the Contractor to perform the services noted below. Please respond to this listing in your proposal.

- 3.1. **Prescription Provision:** The County will provide the prescription and all other pertinent information to the pharmacy by phone, fax, or in person by an authorized person in the medical field.
- 3.2. **Average Wholesale Price:** (AWP) shall mean the average wholesale price (current cost) of the dispensed medication as defined by the Red Book. On the *Response/Pricing Page*, the Bidder shall indicate the price list their firm will utilize under this bid. The County desires that the Bidders utilize the Red Book average wholesale price list. The County recognizes, however, that not all Bidders desire to use the Red Book price list. In that instance, the Bidders must provide details of a verifiable pricing structure their firm would utilize for quoting. The acceptability of the pricing structure quoted, shall be determined solely by Boone County.

- 3.3. Bid prices for name brand prescription drugs shall be based on the most currently published Red Book Average Wholesale Price (AWP). Bid prices for over the counter (OTC) items shall be based on a percentage of discounts off of manufacturer's list prices. Pricing of all drugs shall utilize the AWP price based on the uniform 100 tablets or capsule bottle. In instances where companies do not package in 100 tablets or capsules, the smaller packages will be averaged at the 100 unit price.
- 3.4. For liquids, the AWP will again be the basis for calculations based on the one (1) pint or 16 ounce container, unless the manufacturer does not package the product in the pint size. As with the tablets and capsules stated above, the cost figure will either be adjusted to the 16 ounce, or the actual AWP cost per ounce will be used.
- 3.5. **Generic Drugs:** The use of generic drugs will be acceptable when available from a manufacturer approved by the Pharmacy Board, and when the Physician permits substitution on the written prescription, or authorizes it by telephone or fax. It is preferred that for generic drugs, the Federal Upper Limit (FUL) based on the Medicaid FUL be utilized for pricing. Generic drug pricing should be FUL or Medicaid maximum Allowable Allowance (MAC), whichever is less.
- 3.6. **Price Adjustments:** Medication prices will be allowed to change, but only as the price list changes, and only after a new price list is provided to Boone County. The quoted discounts and processing fees shall remain the same for the term of this contract.
- 3.7. **Sub-Contractors:** Subcontracting of any of the services required by this proposal must be approved through the County Designee.
- 3.8. **Pricing:**
- 3.8.1. **Dispensing Fees:** It is assumed that dispensing fees will be assessed on a "per prescription" basis. The maximum allowable amount to be charged to Boone County for a dispensing fee shall be \$4.00. All proposed prices shall be complete including any administrative costs and related charges, except for the dispensing cost. On the *Response/Pricing Page*, each Offeror shall state the cost to the county for dispensing charges which shall include delivery to the Boone County Jail.
- 3.8.2. **Consultation Fee:** Boone County may desire to utilize Pharmacy Consultation Services on an occasional basis. (i.e. Development of a formulary for use at the Boone County Jail.) On the *Response/Pricing Page*, each Offeror shall state the cost to the County for consultation hourly fees.
- 3.9. **Storage:** The Boone County Jail will provide appropriate locked and double-locked storage areas for controlled medications, starter medications, and medications requiring refrigeration. The Contractor is responsible for making sure that storage areas meet D.E.A., Missouri Board of Pharmacy, Missouri Medical Board, and Missouri Nursing Board rules and regulations.
- 3.10. If the Contractor is unable to meet a pickup deadline, the County reserves the right to use an alternative Contractor.
- 3.11. **Contractor Responsibility / Service Requirements:**
- 3.11.1. **Delivery:** The Boone County Jail Medical Supervisor will determine the best delivery site and times that will maintain security and efficiency. The Contractor must provide a minimum of one delivery Monday through Saturday, with occasional Sunday deliveries. The Boone County Jail reserves the right to request regular Sunday delivery if the volume or need for pharmaceuticals substantially increases during the contract period. *County requests that same day delivery of*

medications required for crisis situations be accommodated with an option to pick-up medications by County staff if delivery personnel were not available.

The Contractor must make arrangements for holiday delivery and advise the Boone County Jail of the schedule. All deliveries must be accompanied by a delivery receipt and signed by the Medical Supervisor or designee upon arrival. All delivery charges must be included in the dispensing fee and will not be paid separately.

- 3.11.2. **Orders:** The Contractor shall stock sufficient quantities of supplies on an “as needed” basis within twenty-four (24) hour notification by the County. The Medical Supervisor will place bi-weekly orders for existing inmates. Small daily orders may be necessary for newly admitted inmates with a smaller quantity to get the inmates on the two week schedule.
- 3.11.3. **Packaging:** All pharmaceuticals must be packaged to accommodate rapid distribution to a large volume of patients. This may be accomplished via unit dose calendar cards, blister card system, or a similar system which has the approval of the Boone County Medical Supervisor. The amount of medication packaged per unit of distribution will be based on a two to four week supply or a smaller quantity based on the volume to be distributed, and ease of storage. Creams and liquids must be provided in plastic containers whenever possible.
- 3.11.4. **Pharmaceutical Labeling:** The computer generated pharmaceutical label should contain the following information: County facility name and address; inmate name; directions for use and cautionary statements; product identification number; dispensing date; dispensing registered pharmacist’s initials.
- 3.11.5. **Pharmaceutical Destruction:** The Contractor shall be responsible for destroying any medications which have been dispensed for specific inmates who are no longer within the facility or otherwise may not be re-distributed. The Contractor will be responsible for maintaining destruction records and making a report available to the Boone County Medical Supervisor. At the end of the contract period, the Contractor will be responsible for removing any and all medications if the Contractor’s contract is not renewed with Boone County.
- 3.11.6. **Price List:** Contractor must supply the Boone County Jail with a current copy of the Red Book Average Wholesale Price (AWP) Publication and the Federal Upper Limit (FUL), as well as all Addendums as they become available at no additional charge. The price list shall be provided to the County within 10 days of award. Boone County prefers computer readable media, but will accept printed copy.
- 3.11.7. **Designated Contact:** The Contractor shall appoint a person or persons to act as a primary contact for the County Medical Supervisor. This person or back-up shall be readily available during normal work hours by phone or in person, and knowledgeable of the terms and procedures involved in this contract.
- 3.11.8. **Pharmacist List:** The Contractor must supply a complete current list of the names of all pharmacists who fill prescriptions and submit it to the Boone County Medical Supervisor during the first month of the contract. This list should be updated as necessary throughout the contract period.
- 3.11.9. **Services:** The Contractor shall provide all the medicines and drugs prescribed by the County contracted Physician. The Contractor shall compound and dispense all drugs and medicines in accordance with all legal and ethical requirements as well as in accordance with all accepted industry practices. Such professional

pharmacy services shall be provided by trained, qualified, Missouri licensed pharmacists and technicians using modern equipment techniques.

- 3.11.10. The Contractor must maintain a local telephone number where Boone County staff persons may contact the Contractor's representative during the County's normal business hours. The County's normal business hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 3.11.11. The Contractor shall maintain, during the term of this contract, sufficient trained personnel who are capable of communicating on a knowledgeable basis with the prescribing physician, and other authorized medical professionals, for the purpose of insuring that all prescriptions conform to the client's pharmaceutical needs.
- 3.11.12. **Stock:** Every effort should be made to fill the inmate's prescription at the time it is submitted. However, if the Contractor is unable to fill an inmate's prescription immediately, every effort should be made to obtain the required medicine or drugs by the next calendar day.
- 3.11.13. **Dispensing Process:** During the dispensing process, the Contractor must accurately dispense the prescribed medications in accordance with all applicable legal, professional, and industry standards using the least expensive bio equivalent generic drug available whenever generic drug is less expensive than the brand name equivalent, unless otherwise specified by the physician. If the pharmacist deems a need for an exception, the County contact person is Boone County Medical Representative, (573) 875-1111.
- 3.11.14. The Prescription drug must be therapeutically equivalent ("A" rating) by the FDA as published in the current edition of the Approved Drug Products with Therapeutic Equivalent Evaluations.
- 3.11.15. **Confidentiality:** The Contractor agrees to maintain the confidentiality of Boone County's client information. The confidentiality of any client information submitted by the County to the Contractor shall be maintained by the Contractor in the same manner as the Contractor's internal confidential information.
- 3.11.16. The disclosure of client information to any unauthorized person by the Contractor shall be considered by the County to be a breach of the terms and conditions of this bid. The Contractor agrees to immediately inform the County of the disclosure of any of the previously listed information to any unauthorized party.
- 3.11.17. **Invoices:** An invoice shall be included with the monthly report and shall contain sufficient detail to allow for proper audit and post-audit thereof. The Contractor understands and agrees the County may deduct or reduce any itemized cost contained in any billing statement or invoice when said item does not conform to the terms and conditions of this bid.

The County's purchase order number or contract number must appear on the invoice. All invoices must include the following information:

1. Service Date(s) – date prescription filled.
2. Inmate Name
3. Itemized List of Prescription Names, Prescription Numbers, Dosage, Quantity, and Price
4. Dispensing Fees

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

3.11.18. Invoices should be submitted to the Boone County Jail for payment, which will be made 30 days after receipt of a correct and valid monthly statement. The Boone County Medical Representative will review all billing prior to authorization. Any discrepancies will be reported to the Contractor in writing. Payment for discrepancies will be withheld until the Contractor provides a satisfactory invoice.

Billing address: Boone County Jail, Attn: Tamara Waltz-Nowlin, 2121 County Drive, Columbia, MO 65202.

3.11.19. **Usage Reports:** The County desires that the Contractor supply monthly, quarterly, and yearly usage reports to the Boone County Medical Representative. The County prefers the monthly usage report in the following manner:

- 1) Individual Patient, medication name, strength, number dispensed, and cost;
- 2) Medication name, strength, quantity dispensed, cost, number of prescriptions, and number of returns;
- 3) Prescribing physician name, medication name, strength, quantity dispensed, cost, and number of prescriptions.

Please describe on the Response Page the type of reports that your firm can provide.

3.11.19.1. The County desires the provision of **Quarterly and Year End Reports:** The Quarterly and Year End Reports should be listed by medication name, strength, number dispensed, cost, and number of prescriptions. All reports should be in alphabetical order and in a user-friendly format. Quarterly reports are due by the 10th day of the month following the quarter end. Reports should be provided on paper and electronically.

3.11.20. **Medication Profile:** The Contractor is responsible for maintaining an individual medication profile on each inmate, which may be requested by the Boone County Jail Medical Supervisor. This will include all demographic information and allergy history. The medication profile is the property of the Boone County Jail, and will be made available by the Contractor using computer disks to the next successive pharmaceutical Contractor if a new Contractor is selected for the next contract period.



4. PROPOSAL SUBMISSION INFORMATION

4.1. RESPONSE TO PROPOSAL

4.1.1. Submission of Proposals:

4.1.1.1. When submitting a proposal, the Offeror should include the **original and seven (7) additional copies**.

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Boone County Annex
Attn: Melinda Bobbitt, CPPB, Director of Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

b. The proposals must be delivered no later than **1:30 p.m. on Tuesday, July 24, 2012**. Proposals will not be accepted after this date and time.

4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

4.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.1.2. Competitive Negotiation of Proposals: The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.

4.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.

4.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.1.3. Evaluation and Award Process:

4.1.3.1. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. **Method of Performance**
- b. **Experience/Expertise**
- c. **Cost**

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.1.4. Evaluation:

4.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

4.1.4.2. **Qualifications Statement/References:** The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP

- a. State the names and capacity of the professional staff assigned to work on the County account and a brief resume of their background, experience and include any certifications. Indicate professional staff training history. Indicate professional staff experience. The proposal should also include how the professional personnel will operate organizationally and the name and the title of the person who will direct the work.
- b. Name other businesses or preferably any government agencies/municipalities for which you have provided similar services in the last five (5) years and provide a current contact name, email address and phone number for each account.

4.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.1.4.4. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be

straightforward and limited to facts, solutions to problems, and plans of action.

- 4.1.4.5. Where the words “shall” or “must” are used, they signify a required minimum function of system capacity that will heavily impact the Bidder’s final response rating.
- 4.1.4.6. Where the words “should”, “may” or “desired” are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Bidder’s final response rating.
- 4.1.4.7. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

4.1.5. Rejection / Withdrawal of Proposals Response:

Rejection of Proposals The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with bidders and to accept the proposal deemed to be in the best interest of the County.

Withdrawal of Proposals Proposals may be withdrawn on written request from the bidder at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the bidder in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

4.1.6. Validity of Proposal Response:

Bidders agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.



5. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

Prescription Service: We propose to furnish and deliver prescriptions, medications and supplies as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material/service to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

<u>Item #</u>	<u>Description</u>	<u>Price</u>
5.1.	Name Brand Drugs: % Discount off of Average Wholesale Price (AWP)	\$ _____ firm, fixed price per mile
5.2.	Generic Drugs: % Discount off of Average Wholesale Price (AWP) or Medicaid Maximum Allowable Cost (MAC)	\$ _____ firm, fixed price per mile
5.3.	Dispensing Fee Per Prescription (Maximum of \$4.00)	\$ _____
5.4.	OTC Drugs % Discount off List Price	_____ %
5.5.	Consultation Hourly Fee	\$ _____/hour
5.6.	Price List Utilized for Pricing	_____
5.7.	Bidder shall enter below any specific type medications/drugs to which the above percent discount does not apply. Enter those medications/drugs and percent discount below:	

5.8 **Emergency Twenty-Four Hour Service Contact:**

Name: _____

Telephone Number: _____

5.9. Specify the Address of the Pharmacy that will be Servicing this Account:

5.10. Please describe in detail the types of usage reports that you can supply (or attach additional information):

5.11. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name:

Organization:

Address:

E-mail:

Phone Number:

Fax:

5.12. **Identification of Bidders:** How were you notified or heard about this bid/RFP?

_____ newspaper advertisement

_____ Boone County Electronic Bid Notification

_____ other, please list: _____

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.** The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

_____)
Date

_____)
Signature

_____)
Social Security Number
or Other Federal I.D. Number

_____)
Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

_____)
Notary Public

My Commission Expires:

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price

shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



"No Bid" Response Form

Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
(573) 886-4391 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

**Bid: 38-24JUL12 – Prescription Medication for Inmates of the
Boone County Jail**

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

