

GLYNN COUNTY GEORGIA

July 18, 2016

**GLYNN COUNTY DETENTION CENTER
PHARMACEUTICAL
SERVICES**

INVITATION

TO

BID

No. 20160830

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PHARMACEUTICAL SERVICES

INVITATION TO BID No. 20160830

1. The GLYNN COUNTY SHERIFF'S OFFICE will receive sealed bids in its office at 100 Sulphur Springs Road, Brunswick, GA until **2:00 p.m., August 30, 2016** for services which are described in the schedules attached hereto. Bids will be publicly opened and only the name(s) of those Bidders responding will be mentioned. All Bidders are invited to be present during the Bid opening.
2. No pre-bid conference is scheduled at this time nor do we anticipate having a pre-bid conference. Any questions and/or requests for clarification should be directed to Undersheriff Ron Corbett at email address rcorbett@glynncounty-ga.gov. In order to provide ample time to respond prior to the opening date bidders should forward their requests **no later than 12 noon on August 16, 2016.**
3. The person, firm, or corporation participating in this ITB shall submit the bid in a **sealed** envelope on or before August 30, 2016 at 2:00 p.m. No bid may be withdrawn or modified in any way after the deadline for bid openings.
4. The Bidders' response shall include a fee Bid and all other information requested in this Invitation to Bid (ITB). The fees shall be the full cost to the Glynn County Sheriff.
5. These instructions are an integral part of any bid.
6. The Sheriff anticipates making a single award; however, it reserves the right to make multiple awards should it be deemed in the best interest of the Sheriff. Such an award, if any, is projected to be accomplished within sixty (60) days from the Bid opening.
7. **THE GLYNN COUNTY SHERIFF, BRUNSWICK, GEORGIA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, WAIVE TECHNICALITIES AND MAKE THE AWARD IN THE BEST INTEREST OF THE GLYNN COUNTY SHERIFF'S OFFICE.**

Glynn County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, handicapped or veterans status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Glynn County.

Glynn County Sheriff's Office
Glynn County, Georgia

Ronald W. Corbett
Undersheriff

**GLYNN COUNTY DETENTION CENTER
PHARMACEUTICAL SERVICES**

**INVITATION TO BID
No. 20160830**

Instructions to Bidders

Intent: It is intended that the Instructions to Bidders, General Conditions, and Detailed Schedules and Specifications shall define and describe the complete services to which they relate.

Examination: The Bidder is advised to examine all documents and current parameters of the services in becoming fully informed as to their conditions. This includes the conformity with specific standards and the character, quality and quantity of the reports and services provided. Failure to examine these areas will not relieve the successful Bidder of his obligation to furnish all products and services necessary to carry out the provisions of the contract.

Determination of Successful Bidder: The contract will be awarded, if awarded, to the most responsive and responsible Bidder as determined by the Sheriff.

Responsiveness: The Sheriff's Office will consider the degree to which each Bidder has submitted a complete Bid without irregularities, exceptions, special conditions, or alternative Bids for any item unless specifically requested in the ITB.

Submission of Bids: It is the responsibility of the Bidder to have its sealed Bid at the Glynn County Sheriff's Office **at least twenty (20) minutes prior to the time of opening**, if the Bidder is not attending the opening. Bids received after the scheduled Bid opening time and date will remain unopened and will not be considered.

The following address should be used on the outside of the envelope containing the Bid:

GLYNN COUNTY SHERIFF'S OFFICE
Pharmaceutical Services ITB #20160830
Attn: Ron Corbett, Undersheriff
100 Sulphur Springs Road
Brunswick, GA 31520

Bid Form: Bids shall be submitted in the format required in this ITB. The Bidder shall submit an original and one copy of its complete Bid.

SECTION A

INTRODUCTION

1. GENERAL

The Sheriff of Glynn County is searching for qualified bidders to provide pharmaceutical services and supplies for the offenders housed in the Glynn County Detention Center. All prescription medications shall be pre-packaged in individual blister packs.

2. PURPOSE

It is the intent of the Sheriff's Office to enter into a contractual agreement with a qualified bidder who will provide pharmaceutical services and supplies, as outlined in Sections C and D below, with the bid being awarded to the most responsive and responsible bidder as determined by the Sheriff. Bidders are expected to describe, in detail, how they will accomplish each aspect of the services and to explain the associated fee(s) for those services.

3. PHARMACEUTICAL SERVICES

Services must include the following:

- 3.1 Provide direct billing to the Sheriff's Office.
- 3.2 Make available as many generic prescription drugs as possible.
- 3.3 Provide all prescription medications in pre-packaged blister packs.
- 3.4 Provide delivery service of prescription drugs & supplies during normal business hours.
- 3.5 Provide non-business hour emergency contact and services.
- 3.6 Provide reports as requested to be specified.
- 3.7 Provide consultation to Sheriff or his designee upon request.

4. CONTRACT PERIOD

The term of this contract will be for the base period indicated below and two optional one-year (1) extensions. Contract periods are as follows:

- a. Base **Period**: The calendar period from Oct. 3, 2016 through Jun. 30, 2017
- b. 1st **Option Year**: The calendar period from Jul. 1, 2017 through Jun. 30, 2018
- c. 2nd **Option Year**: The calendar period from Jul. 1, 2018 through Jun. 30, 2019

Either party may provide written notice of its intention not to renew this agreement at least sixty (60) days prior to the expiration of the original or any renewal term. Neither party shall incur any liability to the other due to such termination. All correspondence of this nature will be forwarded by certified or registered mail.

SECTION B

TERMS AND DEFINITIONS

1. **AWP** - The Average Wholesale Price.
2. **GCDC** - Glynn County Detention Center
3. **Prescription Medications** - For the purpose of this ITB, includes all drugs, medical supplies, or items specifically prescribed by a licensed physician.
4. **Invitation To Bid (ITB)** - Executed documents, including documents attached or incorporated by reference, utilized for soliciting Bids in accordance with the ITB procedures and instructions set forth herein.
5. **Sheriff's Office** - The Glynn County Sheriff's Office (GCSO).
6. **Sheriff** - The Glynn County Sheriff.

SECTION C

PROGRAM SERVICES

ITEM NO.

DESCRIPTION

=====

Pharmaceuticals: Covered prescription drugs and supplies as prescribed by a licensed physician.

Prescription Notifications: Prescriptions will be submitted to the bidder by phone, facsimile or E-Script.

Product Delivery: The successful bidder shall describe procedures for providing business day delivery and weekend pickup of prescription drugs and supplies.

Generic Drugs: Maintain a systematic procedure for dispensing generic drugs as alternative to brand name formulas. Acceptance of generic drugs will be at the discretion of the prescribing physician.

Blister Packaging: Prescription medications with individual dosages encapsulated in transparent plastic punch-out cards/containers.

Billing: A record of all transactions must be maintained and provided the Sheriff's Office on an agreed upon schedule. The bidder must agree to provide line item billing of all prescription products to the Sheriff's Office once per month.

Data Base: The successful Bidder will establish a real time database of dispensing transactions. The following elements, as a minimum, will be maintained:

- Patient's Name
- Prescribing Doctor
- Drug Name (Brand name or Generic name)
- Quantity prescribed and quantity supplied
- Prescription Number
- Price

Reports: The successful bidder will provide the Sheriff's Office with reports and/or schedules deemed necessary for managing these services. A range and depth of reports to be provided as a service of the successful bidder will be negotiated prior to contract execution. Please provide a sample of the quarterly and monthly management reports that will be supplied at no cost.

SECTION D

TECHNICAL BID REQUIREMENTS

1.0 INTRODUCTION

a. Overview:

The Bidder shall provide detailed information so as to demonstrate its understanding of the services requested and the method of accounting and control.

b. Documents:

The Sheriff is not interested in elaborate brochures. All documents will be typewritten on standard "8 1/2 x 11" white paper. Exceptions would be schematics, exhibits, photographs or other information necessary to facilitate the Sheriff's ability to accurately evaluate the Bid.

c. Submission:

The bidder shall package and seal the Bid so that it will not be damaged in mailing. All Bids will be subject to open records review unless reasons of proprietary protection are legally warranted. Should any bidder consider his Bid, or parts thereof, confidential subsequent to award, he must clearly mark the affected pages with the word "PROPRIETARY". All Bids and supporting documents will be submitted to the following address.

Glynn County Sheriff's Office
Attn: Ron Corbett
100 Sulphur Springs Road
Brunswick, GA 31520
Phone: (912) 554-7600; Fax: 912-554-7682
E-Mail rcorbett@glynncounty-ga.gov

2.0 PERSONNEL EXPERIENCE

a. Resumes:

The bidder shall provide, in this section of his Bid, resumes of key personnel he/she intends to utilize on this project. Resumes shall include, at a minimum:

1. Position Title
2. Tenure with Bidder
3. Education
4. Experience
5. Other related information

b. Staff:

The bidder shall provide, in this section of his Bid, a description of his staff and work force that will be assigned to effectively facilitate the requirements of this project.

3.0 APPROACH

a. Project Understanding:

The bidder shall provide a section in his Bid that will enable the Sheriff to evaluate the bidder's understanding of the complexity of this project.

b. Project Methodology:

The bidder shall provide, in this section of his Bid, a description of the method(s) he will use to successfully accomplish the project. Included will be how he intends to staff this project. He will also include a time-line chart depicting project milestones (in days) after award of contract as to when he will be able to provide all required services.

4.0 COMPANY EXPERIENCE/CAPABILITIES/LICENSING/STANDING

a. Experience:

The bidder shall provide a list of client references with contact, company name, and phone number.

b. Company Principals:

Provide a biographic overview of the Companies' key principals.

c. Pharmacy License:

Bidder must provide proof of pharmacy license and be in good standing with the Georgia Board of Pharmacy. Bidder will maintain a current exclusion list from the Office of Inspector General and ensure no employees of Bidder are on the list.

5.0 COMPANY ORGANIZATION

a. Primary Business:

Provide, in this section, your company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.

b. Company History:

Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.

SECTION E
COST PROPOSAL

COST PROPOSAL

This section of the Bid shall contain the fees associated with the performance of this project

Fee Calculations – The fee will be expressed as a percentage of the Average Wholesale Price (AWP) for both Brand Name and Generic drugs with the addition of a dispensing fee.

BASE PERIOD (Oct. 3, 2016 thru Jun. 30, 2017)

	Percentage of AWP	Plus Dispensing Fee
Brand Name Drugs		
Generic Drugs		

1st Option Year (Jul. 1, 2017 thru Jun. 30, 2018)

	Percentage of AWP	Plus Dispensing Fee
Brand Name Drugs		
Generic Drugs		

2nd Option Year (Jul. 1, 2018 thru Jun. 30, 2019)

	Percentage of AWP	Plus Dispensing Fee
Brand Name Drugs		
Generic Drugs		

NOTE: IF THE AWP PERCENTAGE IS A NEGATIVE VALUE, ENCLOSE IT IN BRACKETS ()

SECTION F
BID EVALUATIONS

1.0 BID EVALUATION FACTORS

It is the Sheriff's intent to evaluate the Bids based on technical merit and price. Therefore, the Sheriff anticipates choosing the Bidder whose Bid provides the highest value to the Sheriff. The Sheriff reserves the right to waive any irregularities, reject any and/or all Bids, in whole or in part, when, in the Sheriff's opinion, such rejection is in the best interests of the Sheriff's Office.

7.1 Evaluation Method: Each Bid will be reviewed by the Sheriff and/or his designee(s). The Bid review and evaluation will be subjective; however, the weighting values are established to minimize that subjectivity. The following delineates the value attributed to each section.

SECTION	WEIGHT
Cost:	60 %
Approach:	20 %
Understanding:	10 %
Methodology:	10 %
Experience:	10 %
Company Experience:	5 %
Principals Experience:	5 %
Company Organization:	10 %
Total:	100 %

2.0 ORAL PRESENTATION

Following the evaluation of the Bids, the Sheriff may request the top ranking firm(s) to make an oral presentation and interview. If a determination is made that presentations are necessary, they will take place in Brunswick, Georgia at a time and place designated by the Contract Administrator.

3.0 NEGOTIATIONS

Following any presentations, the finalist(s) shall be re-evaluated. The Sheriff shall then begin negotiations with the Bidder whose Bid is determined to be most advantageous to the Sheriff's Office, using the evaluation factors listed above.

4.0 CONTRACT FORMATION

If the negotiation produces mutual agreement, a contract shall be constructed and executed. If negotiations with the highest-ranking Bidder fail, negotiations shall be initiated with the next highest-ranking Bidder until an agreement is reached. The Sheriff reserves the right to reject all offers and end the process without executing a contract.

NOTE: The Sheriff reserves the right to accept a Bid, as submitted, and enter directly into a contractual agreement with that selected Bidder. Accordingly, it is imperative that all Bidders propose their best technical

and cost offer in their initial submission.

- End of This Section -

SECTION G

GENERAL CONDITIONS

1. Contract Administration

The Contract Administrator for this Invitation to Bid (ITB) shall be Ron Corbett (912) 554-7600. The Contract Administrator shall act as the Glynn County Sheriff's Office Representative during the execution of any subsequent contract and related amendments. He will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator shall be final and conclusive and binding upon all parties to the Contract. Any **contractual** questions arising during the Bid period or during the contract period(s) are to be addressed to the Contract Administrator at the following address:

Glynn County Sheriff's Office
Attn: Ron Corbett
100 Sulphur Springs Road
Brunswick, GA 31520
Phone: (912) 554-7600; Fax: (912) 554-7682
Email: rcorbett@glynncounty-ga.gov

2. Contract Technical Representative

The Contract Technical Representative is the Sheriff's day-to-day manager of the services contracted. She shall provide the successful Bidder direction and monitor the results within the limits of the contract's terms and conditions. She will decide questions that may arise as to quality and acceptability of services performed.

She shall judge as to the accuracy of quantities submitted by the successful Bidder in payment requests and the acceptability of the services that these quantities represent. She will be the point-of-contact for developing contract changes and amendments to be approved by the County and the Sheriff and executed by the Contract Administrator. Any **technical** questions arising, subsequent to contract award, are to be addressed to the Contract Technical Representative at the following address:

Glynn County Detention Center
Attn: Colonel Judy Lowe
100 Sulphur Springs Road
Brunswick, GA 31520
Phone: (912) 554-7600; Fax: (912) 554-7682
Email: jlowe@glynncounty-ga.gov

3. Notice of Contract Award

As soon as possible, and within 60 days after receipt of Bids, the Sheriff shall notify the successful Bidder of his intent to enter into a contract agreement. Should the Sheriff require additional time to award a contract, the time may be extended by mutual agreement between the Sheriff and the successful Bidder. If an Award of Contract has not been made within 60 days from the Bid opening date or within the extension mutually agreed upon, the Bidder may withdraw its Bid without further liability on the part of either party.

4. Execution of Contract Documents

- a. Within fifteen (15) days subsequent to successful contract negotiations, the Sheriff shall furnish the successful Bidder the conformed copies of Contract Documents for execution by it.
- b. Within fifteen (15) days after receipt of the Contract Documents, the successful Bidder shall return all the documents properly executed by it. Attached to each document shall be the certificate of insurance and proper licenses required by Federal, State, or Local authorities.
- c. Within thirty (30) days after receipt of the Contract Documents, executed by the successful Bidder, certificates of insurance and licenses, the Sheriff shall complete the execution of the documents.

Distribution of the completed documents will be made upon completion.

- d. If either party should require an extension of any of the time limits stated above, this shall be done only by mutual agreement between both parties.

5. **Insurance**

The successful Bidder shall not commence work under this contract until all insurance described below has been obtained and such insurance has been approved by the Sheriff.

a. **Worker's Compensation:**

The successful Bidder shall procure and shall maintain during the life of the contract agreement Worker's Compensation Insurance for all of his employees to be engaged in work on the project under this contract. Worker's Compensation Insurance shall include Broad Form All States endorsement.

b. **General Liability:**

The successful Bidder shall procure and shall maintain during the life of the Contract Agreement, such General Liability Insurance as shall protect him and the Sheriff while performing services covered by this contract. The amount of insurance shall not be less than the following:

- \$1,000,000 Bodily Injury, including death, each occurrence
- \$ 500,000 Property Damage, each occurrence
- \$1,000,000 Property Damage, in the aggregate
- \$1,000,000 Druggist Liability

c. **Certificates of Insurance:**

Certificates acceptable to the Sheriff shall be attached to the signed Contract Documents when they are transmitted to the Sheriff for execution. These certificates shall contain the statement that "Coverage afforded under the policies will not be canceled unless at least thirty (30) days prior to cancellation written notice has been given to Sheriff, as evidenced by receipts of Registered or Certified mail."

6. **Quantities**

The Sheriff's Office shall not be required to purchase any minimum or maximum amount during the life of any contract, or extension thereof, as a result of this ITB.

7. **Indemnification**

The successful Bidder will indemnify and hold harmless the Sheriff, Glynn County and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the successful Bidder and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable. In any and all claims against the Sheriff or any of his agents or employees, by any employee of the successful Bidder, directly or indirectly employed by him, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Bidder or under the Worker's Compensation Acts, Disability Benefits Acts or other employee benefits acts.

8. Notice To Proceed

The Notice to Proceed shall be issued within ten (10) days of the execution of the Contract Agreement by the Sheriff. If there are reasons why the Notice to Proceed should not be issued within this period, the time may be extended by mutual agreement between Sheriff and successful Bidder. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the successful Bidder may terminate the Contract Agreement without further liability on the part of either party.

9. Suspension Or Termination Of Services

The anticipated contract between the successful Bidder and the Sheriff can be terminated based on:

- a. Sheriff electing, in writing, not to exercise any of its option periods.
- b. Failure of the Bidder to perform based on the Bidder's bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, Sheriff shall have the authority to terminate the contract with written notice to the successful Bidder. The successful Bidder shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.
- c. Either party shall have the right to voluntarily terminate this agreement at any time upon sixty (60) days advance written notice to the other party of its intention to terminate. All correspondence of this nature will be forwarded by certified or registered mail.
- d. Any termination of the successful Bidder's services shall not affect any right of Glynn Sheriff against the successful Bidder. Any retention of payment of monies by the Sheriff due the successful Bidder will not release the successful Bidder from compliance with the Contract Documents.

10. Assignments

The successful Bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Sheriff. In case the successful Bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

11. Laws And Regulations

The successful Bidder's attention is directed to the fact that all applicable Federal, State and Commission laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Bidder shall keep himself fully informed of all laws, ordinances and regulations of the Federal, State, Commission and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall herewith report the same in writing to the Contract Administrator.

He shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the Sheriff, County and their agents against the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the

successful Bidder.

12. Notice And Service Thereof

- a. All Notices, demands, requests, instructions, approvals, and claims shall be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in his Bid (or at such other office as the Contractor may from time to time designate to the Sheriff in writing), or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the Sheriff shall, unless otherwise specified in writing to the Contractor, be delivered to the Contract Administrator. Any notice to or demand upon the Sheriff shall be sufficiently given if delivered to the Office of said Contract Administrator or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Contract Administrator or to such other representative of the Sheriff or to such other address as Sheriff may subsequently specify in writing to the Contractor for such purposes.

13. Schedule, Reports, and Records

In addition to the Deliverables detailed in Section C, the Contractor shall submit to the Sheriff schedules, reports, estimates, records and other data as the Sheriff may request concerning services performed or to be performed.

14. Changes in The Contract

a. **Changes in the Service**

The Sheriff may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the services, an equitable adjustment shall be negotiated culminated by the issuance of a Contract Amendment. The Contract Administrator, also, may at any time, by issuing a Contract Amendment, make changes in the details of the services.

The Contractor shall proceed with the performance of any changes in the services so ordered by the Contract Administrator unless the Contractor believes that such order entitles him to a change in the fee or time or both, in which event he shall give the Contract Administrator written notice thereof within fifteen (15) days after the receipt of the Contract Amendment, and the Contractor shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from the Sheriff.

The Sheriff may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, the Sheriff shall indicate this intent in a written notice to the Contractor.

b. **Changes in Fee**

The Fee shall be changed only by a mutual agreement by the Contractor and the Sheriff transmitted as a Contract Amendment. The Contractor shall, when required by the Sheriff, furnish to the Sheriff the method and justification used in computing the change in fee as related to the services ordered.

c. Changes in Contract Period

The Contract Periods shall be changed only by a Contract Amendment. Changes in the services described in **a.** above and any other claim made by the Contractor for a change in the Contract Period shall be evaluated by the Sheriff and if the conditions warrant, an appropriate adjustment of the Contract Periods will be made.

15. Payments and Completion

a. Application for Payment

The Contractor shall submit an application for payment (invoice) for services rendered during the preceding calendar month. The Contractor shall generate an alphabetical ordered master invoice each month sorted by last name that will include charges and fees associated with the Detention Center. The invoice shall be sent to:

Glynn County Detention Center
Attention: Cathy Browning
100 Sulphur Springs Road
Brunswick, GA 31520

An electronic invoice in Excel format would be even better.

b. Certificate for Payments

If the Contractor has made application for payment as above, the Sheriff's Office will verify all invoicing and forward a Certificate for Payment to the Finance Department. After the Certificate for Payment has been issued, the Finance Department shall pay to the Contractor, within thirty (30) days, the amount covering services completed. No certificate for payment, nor any payment, shall constitute an acceptance of any services not in accordance with the Contract Documents.

c. Failure of Payment

If the Sheriff's Office should fail to approve an application for payment, through no fault of the Contractor, within seven (7) days after receipt from the Contractor, or if the Finance Department should fail to pay the Contractor within thirty (30) days after receipt of a Certificate for Payment, then the Contractor shall receive interest on the balance due with the interest being one percent (1%) per month not to exceed three (3) months (3%). The County reserves the right to reject the Sheriff's Office certification of any request for payment by the Contractor without the accrual of interest.

d. Governing Document

All parties expressly agree that the provisions of the Georgia Prompt Pay Act, Title 13, Chapter 11, of the Official Code of Georgia Annotated, are superseded by the terms and conditions of this agreement.

e. Final Payment

Upon receipt of written notice from the Contractor that all contracted services are complete, the Contract Technical Representative will, within a reasonable time, review all services and reports. If the Contract Technical Representative finds the services and reports of the Contractor complete and acceptable in accordance with the provisions of the Contract Documents, he shall, within a reason-

able time, direct the Finance Department that final payment be made. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

16. Contractor's Claim

No claim for additional or other compensation beyond the Fees shall be allowable unless the Contractor makes and continuously maintains written demand therefore within thirty (30) days of the occurrence of any event which gives rise to such claim.

17. Contract Agreement Jurisdiction

Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Agreement, shall be brought in any court in Glynn County, Georgia. Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Contractor, by the execution and delivery of this Agreement, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Glynn County, Georgia, and in any said action or proceeding. Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non conveniens or any similar basis.

- End of This Section -

SECTION H

REPRESENTATION

This Bid is submitted to the Glynn County Sheriff by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia and Glynn County. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Bidder recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the Sheriff's option, may result in a revocation of the granted contract.

Consent is hereby given to the Sheriff's Office to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Bidder.

The Bidder understands that, at such time as the Sheriff decides to review this Bid, additional information may be requested. Failure to supply any request for information within a reasonable time may result in the rejection of the Bidder's Bid with no re-submittal rights.

The successful Bidder understands that the Sheriff, after considering the legal, financial, technical, and character qualifications of the Bidder, as well as what in the Sheriff's judgment may best serve the public interest of its citizens and employees, may grant a contract.

The Bidder, by attesting below, certifies that its Bid is valid for a period of at least ninety (90) days from the required submission date and that no costs incurred by recipients of the ITB in anticipation of receiving a contract award from the Sheriff will be reimbursed by the Sheriff.

The successful Bidder understands that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same, and is in all respects fair and without collusion or fraud. I understand that collusive bidding/proposing is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Company Name: _____

Authorized Person: _____ Signature: _____
(Print/Type)

Title: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

SECTION I

**CONTRACT FOR SERVICES
BY AND BETWEEN
GLYNN COUNTY SHERIFF
AND**

(CONTRACTOR)

This Agreement made and entered into by and between Sheriff, Glynn County, Georgia, party of the first part (hereinafter called the Sheriff) and _____

_____ party of the second part (hereinafter called the Contractor); and

WHEREAS, the Contractor and the Sheriff for the consideration hereinafter named, agree and acknowledge that:

Contract Form

ARTICLE 1. The Contractor agrees to provide all the staff, facilities, materials, equipment and labor necessary to carry out, in good faith, the complete requirements of the project specified as **Glynn County Detention Center Pharmaceutical Services** in strict conformity with all sections of the Invitation to Bid _____, hereinafter set forth, whose program services together with the Contractor's Bid, the Advertisement for Bids, Instructions to Bidders, General Conditions, Representations, this Agreement, and all addenda hereto annexed, shall form essential parts of this Agreement as if fully contained herein.

ARTICLE 2. The Contractor agrees to commence the project included in this Contract on a date mutually agreed upon by the Sheriff's Office and the Contractor.

ARTICLE 3. The Sheriff agrees to pay the Contractor, in current funds, for the performance of this Contract the agreed upon cost and fees as delineated in the Contractor's proposed **Fee Schedule** which sum shall also pay for all loss or damage arising out of the nature of the project aforesaid, or from unforeseen obstructions or difficulties encountered in the performance of the project and for all expenses incurred by, or in consequence of the project, its suspension or discontinuance, and for well and faithful completion of the project and the whole thereof, as herein provided.

ARTICLE 4. The Sheriff and Contractor agree that the Specifications, and all Addenda thereto together with this Agreement, form the Contract and that such Specifications are as fully a part of the Contract as if attached or herein repeated. The Contractor, recognizing the particular requirements of the Sheriff's budgetary process, agrees to waive the terms of O.C.G.A. Section 13-11-1 et seq., known as the Georgia Prompt Pay Act. Contractor agrees that the work and services required by this contract may require inspection and approval of the Sheriff's Office.

The County shall have 30 working days from approval by the Sheriff's Office in which to pay the Contractor; subject to any documentation requests by the Sheriff as necessary to allow the County to evaluate the completeness and accuracy of monies due.

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the County, Sheriff's Office, Consultants and their officers, directors, employees, agents, and other consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and

all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

This agreement consists of parts.

- Contract Form
- Affidavit of Payment of Claims
- Certificate of Insurance
- Drug Free Workplace

Contractor agrees to perform the project as contemplated herein in a manner that does not jeopardize the safety of Contractor's workers, Sheriff's personnel, or any other person. In addition, Contractor agrees to perform the project contemplated herein in a manner that poses no threat to the environment or violates any federal, state or local statute, ordinance, rule or regulation regarding environmental concerns.

Contractor agrees to comply with the laws of Georgia which require authorization or licensing to conduct business in the State. Notwithstanding statutory exemptions or exclusions, Contractor agrees to subject itself to the jurisdiction and process of the Courts of the State of Georgia as to all matters and disputes arising or to arise under this Agreement and the performance thereof, including all issues relating to liability for taxes, licenses or fees levied by the State. Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be brought in any court in Glynn County, Georgia.

Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with said Secretary. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Glynn County, Georgia and in any said action or proceeding. Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non conveniens or any similar basis.

Contractor shall take affirmative action in complying with all federal and State requirements concerning provision of services or fair employment and treatment of all applicants for employment without regard to or discrimination based on race, color, religion, sex, national origin or disabilities (particularly in regard to the Americans with Disabilities Act.)

Contractor assumes sole responsibility for completion of the work undertaken pursuant to this Agreement. The Sheriff shall consider Contractor the sole point of contact with regard to contractual matters. Subcontracting of any part of the work or service contemplated by this Agreement may not be entered in by Contractor without prior written approval by the Sheriff's Office.

Contractors and all approved subcontractors shall compensate its employees, at a rate equal to or greater than the prevailing local wage rate in Glynn County as determined and announced by the Wage and Hour Division of the U.S. Department of Labor.

To the fullest extent permitted by law, contractors and subcontractors shall comply with the Official Code of Georgia, Section 34-9-410 et seq., as amended from time to time. Proof of Certification of Drug Free Workplace Programs under the named statute shall accompany each Bid for public improvements projects submitted to the Sheriff's Office for consideration.

No assignment or transfer of this Agreement or any right accruing here under shall be made in whole or in part by Contractor without the express written consent of the Sheriff's Office.

A waiver by either party of any breach of the provisions hereof shall not be deemed a waiver of any succeeding breach of such provision or any other provision of this Agreement.

Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate laws or regulations, and the remainder of the Agreement shall not be affected but shall remain in full force and effect.

The provisions, covenants, and conditions in this Agreement apply to and bind the parties, their legal heirs, representatives, successors and assigns.

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties hereto.

This Agreement constitutes the final and complete agreement and understanding between the parties regarding the subject matter hereof. All prior and contemporaneous Agreements and understandings, whether oral or written, are to be without effect in the construction of any provisions or term of this Agreement if they alter, vary or contradict this Agreement.

The Contractor and the Sheriff, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement under their respective seals as of the date last written below in three (3) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

SHERIFF'S OFFICE:

By: _____
Title: Sheriff, Glynn County Georgia

Signed and sealed in
the presence of

Date: _____
(Seal)

- 1. _____
- 2. _____

CONTRACTOR:

Company Name

Signed and sealed in
the presence of:

By: _____
Title: _____

((Seal))

- 1. _____
- 2. _____

Attest: _____

Title: _____

Date: _____

SECTION J

**AFFIDAVIT OF PAYMENT OF CLAIMS
(Submitted with Last Invoice)**

_____ this _____ day of _____, 2016

appeared before me, _____, a Notary Public, in

and for _____, and being by me first duly sworn states that all subcontractors and suppliers of labor and materials have been paid all sums due them to date for work performed or material furnished in the performance of the contract between:

Sheriff, Glynn County Georgia (Sheriff) and _____(Contractor),

last signed _____ for the **Detention Center Pharmaceutical Services.**

(Contractor)

BY: _____

TITLE: _____

DATE: _____

(Seal)

Subscribed and sworn to before me the _____ day

of _____, 2016

My commission expires on the _____ day

of _____, 2016

NOTARY PUBLIC

(Notary Seal)

SECTION K
CERTIFICATE OF INSURANCE

This is to certify that _____
(Insurance Company)

of _____
(Insurance Co. Address)

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this project; and it's agreed that none of these policies will be canceled or changed so as to affect this Certificate until thirty (30) days after written notice of such cancellation or change has been delivered to

Glynn County Sheriff's Office, Colonel Judy Lowe, 100 Sulphur Springs Rd., Brunswick, GA 31520 .

It is further agreed that the Sheriff, Glynn County, Georgia shall be named as an additional insured on the Contractor's policy

- 1. Insured:
- 2. Project Name: **Glynn County Detention Center Pharmaceutical Services**
- 3. Project Number: **ITB #** _____
- 4. Policy Numbers(s): _____

DATE: _____
(INSURANCE COMPANY)

ISSUED AT: _____
(AUTHORIZED REPRESENTATIVE)

ADDRESS: _____

NOTE: Please attach Certificate of Insurance form to this page

SECTION L

DRUG FREE WORK PLACE CERTIFICATION

In order to have a drug- free workplace, a business shall:

Publish a statement notifying employees that the unlawful, manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

As a condition of working on the commodities or contractual services then under Bid, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such in available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

(Authorized Signature)

(Title)

Date:_____

SECTION M

CONTRACTOR AND SUBCONTRACTOR AFFIDAVITS AND AGREEMENTS

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Glynn County has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Glynn County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form provided by Glynn County. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Glynn County at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Company Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS _____ DAY OF _____, 201____ .

Notary Public

My Commission Expires: _____

Brief Description of Service to be performed _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Glynn County has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Company Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS _____ DAY OF _____, 201____.

Notary Public

My Commission Expires: _____

Project: _____

SECTION N

**Affidavit Verifying Status of
Applicant for County Public Benefits**

Pursuant to the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1), effective July 1, 2007, every agency in - Glynn County providing local public benefits is responsible for determining the immigration status of applicants for said benefits.

By executing this affidavit under oath, as an applicant for a Glynn County, Georgia Occupation Tax Certificate, Alcohol License, Taxicab License, or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a Glynn County Occupation Tax Certificate, Alcohol License, Taxicab License or other public benefit (circle one) for _____ [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

_____ I am a United States citizen;

OR

_____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Company Name: _____

Printed Name & Signature: _____ Date _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

*

Notary Public
My Commission Expires:

Alien Registration number for non-citizens

***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number: _____