

GLYNN COUNTY GEORGIA

April 12, 2010

GLYNN COUNTY DETENTION CENTER PHARMACEUTICAL SERVICES

**REQUEST
FOR
PROPOSAL**

No. 041210

PHARMACEUTICAL SERVICES

REQUEST FOR PROPOSAL No. 041210

1. The GLYNN COUNTY SHERIFF'S OFFICE will receive sealed proposals in their offices at 1812 Newcastle Street, Brunswick, GA until **2:00 p.m., May 19, 2010**, for services which are described in the schedules attached hereto. Proposals will be publicly opened and only the name(s) of those Proposers responding will be mentioned. All Proposers are invited to be present during the proposal opening.
2. There **will not** be a pre-proposal conference. Any questions and requests for clarifications should be directed to Colonel Louise Newsome, 1812 Newcastle Street, Brunswick, Ga. 31520. Telephone (912) 554-7600; Fax: (912) 554-7685. In order to provide ample time to respond prior to the opening date proposers should forward their requests **no later than 12 Noon, Tuesday, May 11, 2010**.
3. The person, firm, or corporation participating in this solicitation shall submit its technical and fee Proposals in separate **sealed** envelopes on or before the hour and day stated above. No Proposal may be withdrawn or modified in any way after the deadline for Proposal openings.
4. The Proposers' response shall include a fee Proposal and a technical Proposal and all other information requested in this Request for Proposal (RFP). The fees shall be the full cost to the Glynn County Sheriff.
5. These instructions are an integral part of any Proposal.
6. The Sheriff anticipates making a single award; however, it reserves the right to make multiple awards should it deem in the best interest of the Sheriff. Such an award, if any, is projected to be accomplished within sixty (60) days from the Proposal opening.
7. **THE GLYNN COUNTY SHERIFF, BRUNSWICK, GEORGIA RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, 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, handicap 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



Louise Newsome
Colonel

**GLYNN COUNTY DETENTION CENTER
PHARMACEUTICAL
SERVICES**

**REQUEST FOR PROPOSAL
No. 041210**

Instructions to Proposers

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

Examination: The Proposer 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 Proposer of his obligation to furnish all products and services necessary to carry out the provisions of the contract.

Determination of Successful Proposer: The contract will be awarded, if awarded, to the most responsive and responsible Proposer.

Responsiveness: The County will consider the degree to which each Proposer has submitted a complete Proposal without irregularities, exceptions, special conditions, or alternative Proposals for any item unless specifically requested in the RFP.

Submission of Proposals: It is the responsibility of the Proposer to have its sealed Proposal at the Glynn County Sheriff's Office **at least twenty (20) minutes prior to the time of opening**, if the Proposer is not attending the opening. Proposals received after the scheduled proposal 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 Proposal:

GLYNN COUNTY SHERIFF'S OFFICE
Attn: Colonel Louise Newsome
1812 Newcastle Street
Brunswick, GA 31520

**GLYNN COUNTY DETENTION CENTER PHARMACEUTICAL SERVICES
No. 041210**

Proposal Form: Proposals shall be submitted in the format required in this RFP. The Proposer shall submit an original and one copy of its complete Proposal.

SECTION A

INTRODUCTION

1. GENERAL

The Sheriff of Glynn County is searching for qualified vendors 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.

The Glynn County Sheriff's Office expended approximately \$214,000 for prescription medications during the past fiscal year.

2.0 PURPOSE

It is the purpose of the Sheriff's Office to enter into a contractual agreement with a qualified vendor who will provide pharmaceutical services and supplies, as outlined in Sections C and D, at the most cost effective rates to the Sheriff's Office. Proposers 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. It is required that the vendor will share with the Sheriff's Office any manufacturer rebates. The percentage of the rebates must be noted in the Proposal.

3.0 PHARMACEUTICAL SERVICES

Services must include:

1. Provide direct billing to the Sheriff's Office.
2. Make available generic prescription drugs.
3. Provide all prescription medications in pre-packaged blister packs.
4. Provide delivery service of prescription drugs and supplies during normal business hours.
5. Provide non-business hour emergency contact and services.
6. Provide reports as requested to be specified.
7. Provide consultation to Sheriff or his designee upon request.

4.0 CONTRACT PERIOD

The term of this contract will be for a base period of one (1) year with two, one-year (1) extensions. Contract periods are as follows:

- a. **Base Year:** The calendar period from July 1, 2010 through June 30, 2011
- b. **1st Option Year:** The calendar period from July 1, 2011 through June 30, 2012
- c. **2nd Option Year:** The calendar period from July 1, 2012 through June 30, 2013

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. **Fee** - A dollar amount inclusive of all vendor costs (i.e. overhead, insurance, labor, equipment, advertisements, etc.), general & accounting, and profit charged for a specific service(s).
3. **GCDC** - Glynn County Detention Center
4. **GMAC** - Georgia Medicaid's Maximum Allowable Cost.
5. **HCFA** - Health Care Financing Administration. This agency establishes the Federal Upper Limit of the MAC.
6. **Prescription** - For the purpose of this RFP, includes all drugs, medical supplies, or items specifically prescribed by a licensed physician.
7. **Principal** - Any officer or director of the proposing organization, and any person, firm, corporation, partnership, joint venture, or other entity, who or which owns or controls three percent (3%) or more of the voting stock or any equivalent voting interest of a partnership or joint venture.
8. **Request For Proposal (RFP)** - Executed documents, including documents attached or incorporated by reference, utilized for soliciting Proposals in accordance with the RFP procedures and instructions set forth herein.
9. **Sheriff's Office** - The Glynn County Sheriff's Office.
10. **Sheriff** - The Glynn County Sheriff.

SECTION C

PROGRAM SERVICES

ITEM NO.	DESCRIPTION
0001	Pharmaceuticals: Covered prescription drugs and supplies as prescribed by a licensed physician.
0002	Distribution: The successful vendor shall describe procedures for providing business day delivery and weekend pickup of prescription drugs and supplies.
0003	Generic Drugs: Maintain a systematic procedure for dispensing generic drugs as an alternative to brand name formulas. Acceptance of generic drugs will be at the discretion of the prescribing physician.
0004	Blister Packaging: Prescription medications with individual dosages encapsulated in transparent plastic punch-out segments.
0005	Billing: A record of all transaction must be maintained and provided the Sheriff's Office on an agreed upon schedule. The vendor must agree to provide line item billing of all prescription products to the Sheriff's Office once per month.
0006	Data Base: The successful Proposer will establish a real time database of dispensing transactions. The following elements, as a minimum, will be maintained: <ol style="list-style-type: none">1. Patient's Name2. Prescribing Doctor3. Drug Name (Brand name or Generic name)4. Quantity prescribed and quantity supplied5. Prescription Number6. Price Reference (MAC or AWP)7. Price
0007	Reports: The successful vendor 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 vendor 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.
0008	Rebates: Please describe the method and percent of manufacturer rebates that will be returned to the Sheriff.

SECTION D

TECHNICAL PROPOSAL REQUIREMENTS

1.0 INTRODUCTION

a. Overview:

The Proposer 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. Exception would be schematics, exhibits, photographs or other information necessary to facilitate the Sheriff's ability to accurately evaluate the Proposal.

c. Submission:

The vendor shall package and seal the Proposal so that it will not be damaged in mailing. All Proposals will be considered proprietary during the evaluation process. Should any vendor consider his Proposal, or parts thereof, confidential subsequent to award, he must clearly mark the effected pages with the word "PROPRIETARY". All Proposals and supporting documents will be submitted to the following address.

Glynn County Sheriff's Office
Attn: Colonel Louise Newsome
1812 Newcastle Street
Brunswick, GA 31520
Phone: (912) 554-7600; Fax: 912-554-7682
E-Mail rferguson@glynncounty-ga.gov

2.0 PERSONNEL EXPERIENCE

a. Resumes:

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

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

b. Staff:

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

b. Project Methodology:

The vendor shall provide, in this section of his Proposal, 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

a. Experience:

The vendor 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.

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.

6.0 COST PROPOSAL

This section of the Proposal shall contain the fees associated with the performance of this project. The cost Proposal shall be of sufficient detail to evaluate the Proposers intended distribution of financial resources.

1.0 Inclusive Fee - The Proposer will consider all costs associated with providing the services listed in Section D as well as those included in its Technical Proposal offered as program enhancements when developing its fee.

2.0 Fee Calculations - This fee will be expressed as a percentage against the Average Wholesale Price (AWP) or a flat fee added to the Georgia Medicaid's Maximum Allowable Cost (GMAC). Only one method of fee calculation will be used in developing the actual cost of the drug acquisition. For example, should the drug be listed as a GMAC drug, the successful Proposer will charge the GMAC cost plus the flat fee proposal. Should the drug not be a GMAC listed drug, the successful Proposer will charge the AWP cost at the time of sale, plus or minus the percentage proposal.

BASE YEAR

PERCENT..... _____

FLAT FEE \$ _____

=====

1ST OPTION YEAR

PERCENT..... _____

FLAT FEE \$ _____

2ND OPTION YEAR

PERCENT..... _____

FLAT FEE \$ _____

=====

NOTE: IF THE PROPOSAL PERCENT IS A NEGATIVE VALUE, ENCLOSE IT WITH A BRACKET ()

7.0 PROPOSAL EVALUATION FACTORS

It is the Sheriff's intent to evaluate the Proposals based on technical merit and price. Therefore, The Sheriff anticipates choosing the Proposer who's Proposal provides the highest value to the Sheriff. The Sheriff reserves the right to waive any irregularities, reject any and/or all Proposals, 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 Proposal will be reviewed by Sheriff and/or his designee. The Proposal 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:.....	35 %
Approach:	30 %
Understanding:	20 %
Methodology:	10 %
Experience:	25 %
Company Experience:	15 %
Principals Experience:	10 %
Company Organization:	10 %
Total:	<u>100 %</u>

8.0 ORAL PRESENTATION

Following the evaluation of the Proposals, 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.

9.0 NEGOTIATIONS

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

10.0 CONTRACT FORMATION

If the negotiation produces mutual agreement, a contract shall be constructed and executed. If negotiations with the highest-ranking Proposer fail, negotiations shall be initiated with the next highest-ranking Proposer 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 Proposal, as submitted, and enter directly into a contractual agreement with that selected Proposer. Accordingly, it is imperative that all Proposers propose their best technical and cost offer in their initial submission.

- End of This Section -

SECTION E

GENERAL CONDITIONS

1. Contract Administration

The Contract Administrator for this Request For Proposal (RFP) shall be Colonel Louise Newsome (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. She 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 Proposal 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: Colonel Louise Newsome
1812 Newcastle Street
Brunswick, GA 31520
Phone: (912) 554-7600; Fax: (912) 554-7682
Email: rferguson@glynncounty-ga.gov

2. Contract Technical Representative

The Contract Technical Representative is the Sheriff's day-to-day manager of the services contracted for. She shall provide the successful Proposer 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 Proposer 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 Louise Newsome
1812 Newcastle St.
Brunswick, GA 31520
Phone: (912) 554-7600; Fax: (912) 554-7682
Email: lnewsome@glynncounty-ga.gov

3. Notice of Contract Award

As soon as possible, and within 60 days after receipt of Proposals, the Sheriff shall notify the successful Proposer 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 Proposer. If an Award of Contract has not been made within 60 days from the Proposal opening date or within the extension mutually agreed upon, the Proposer may withdraw its Proposal 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 Proposer the conformed copies of Contract Documents for execution by it.

- b. Within fifteen (15) days after receipt of the Contract Documents, the successful Proposer 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 Proposer, 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. Should either party 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 Proposer 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 Proposer 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 Proposer 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 RFP.