

**UINTAH COUNTY JAIL
PHARMACY SERVICES
Request for Proposal/Bid**

Uintah County (“County”) is requesting a proposal/bid for pharmacy services for its jail facility. The County’s jail medical office is located at 641 East 300 South, Suite 150, Vernal, UT 84078. The inmate population currently averages 130 with a maximum capacity of 375.

Pharmacy services may include, but not limited to: prescription drugs (see attachment A), over-the-counter medications, and other medical supplies. Proposals of pharmacy services will be for a period of two (2) years with an estimated start up date of August 2018. County reserves the option of extending the contract without bid, on a year to year basis for two (2) additional years.

Proposals must be received no later than 5:00 p.m., on Friday, July 27, 2018, by the Uintah County Clerk-Auditors Office, at the address listed below. Proposals received after the deadline will not be accepted. An original and three (3) copies must be submitted at the time of proposal submission.

Attn:

Uintah County Clerk Auditor
147 E Main Street
Vernal, UT 84078
Uintah County Jail Pharmaceutical Bid

Questions regarding specification or further clarifications may be directed to the following individuals:

Irene Brown
Uintah County Jail Commander
435-781-5424
ibrown@uintah.utah.gov

Melissa S. Olsen
Legal Assistant – Civil Office
435-781-5432
melissa@uintahcountyattorney.org

I. OBJECTIVES OF THE INVITATION TO BID

The objectives of this invitation to bid are as follows:

To secure by contract a qualified provider that will meet the following objectives:

- A. Deliver of high quality pharmacy services that can be audited against established health standards.
- B. Operate the pharmacy program in a cost-effective manner with full reporting to Uintah County.
- C. Maintain an open collaborative relationship with the administration and staff of Uintah County Sheriff's Office and other county offices.
- D. Maintain standards established by Uintah County, as well as Utah State and Federal Pharmacy Standards.

II. BID INVITATION CONTENT REQUIREMENTS

Bids shall include the following:

A. PACKAGING

- 1. Prescriptions and over the counter medications must be blister packed.
- 2. Prescription labels must include the following information:
 - a. Inmate name
 - b. Inmates date of birth
 - c. Name of prescription
 - d. Usage and usage instructions
 - e. Doctor's name
 - f. Number of refills

B. QUALIFICATIONS OF BIDDERS

To be considered for award of this contract, the Contractor must meet the following minimum qualifications:

- 1. Must be properly licensed to provide pharmacy services to institutions comparable in size to the Uintah County Jail. The Contractor must have five (5) years previous experience with proven effectiveness in administering pharmacy services.
- 2. Must be available to begin services on August 1, 2018.
- 3. Must have qualified and trained staff with sufficient back up personnel.
- 4. Must have the central office capability to supervise and monitor the program, ensuring the satisfactory provision of services. In addition, the Contractor must have an alternate emergency preparation plan and/or site in the area.
- 5. List of appropriate references will be highly considered

C. INSURANCE PROVISION

The Contractor shall provide and maintain insurance coverage, meeting the following minimum requirements:

1. Commercial General Liability Insurance written on an occurrence basis and covering personal injury and property damage, with a minimum combined single limit of not less than one million dollars (\$1,000,000) per incident
2. Workers' Compensation coverage which satisfies the obligations imposed by Utah State law.
3. Any additional medical liability insurance for pharmaceutical services.

HOLD HARMLESS: Without regard to the insurance recited herein, the Contractor shall at all times indemnify, keep indemnified, defend and save harmless, the County and any of its agents, officials employees from any and all claims, demands, suits, actions, proceedings, loss, costs, damages of every kind and description including any attorney fees and litigation expenses, which may be brought or made against or incurred by the County on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in mistake, or negligence of the Contractor, its employees, agents, representatives, or sub-contractors, in connection with or incident to the performance of this agreement, or arising out of Workmen's Compensation claims or Unemployment compensation or Unemployment Disability Compensation claims of employees of Contractor or its subcontractors.

D. SELECTION CRITERIA

The Contractor will be selected on the basis of the bidder's written proposal. A selection committee may review all proposals and make its recommendations for selection. The primary criteria used in making a selection will be as follows:

1. The Contractor's demonstrated expertise and experience in supplying pharmacy services. Experience shall include the experience of staff an availability of an emergency plan, an alternative perpetration plan and/or site.
2. The cost per prescription.
3. References.

E. MEATHOD OF AWARD

Uintah County shall assemble a committee to evaluate timely bids. The committee will evaluate all proposals and make recommendations based

on completeness and accuracy of the proposals. The selection may include a request for additional information.

The County reserves the right to award this contract not necessarily to the contractor with the lowest price, but to the contractor that demonstrates the best ability to fulfill the requirements of the invitation to bid. The successful bidder will be chosen on the basis of the criteria and qualifications listed in this proposal.

Contractors whose proposal do not meet the requested or mandatory requirements will be considered non-responsive. After selection of the successful bidder, all bidders will be notified in writing of the selection.

The selected bidder shall begin work only after receiving the executed contract and written notification to proceed from Uintah County. The successful bidder will perform all services in the proposal in compliance with the negotiated contract.

III. PROPOSAL

Contractors must submit a response in the form of a proposal which shall include the following sections:

A. TRANSMITTAL LETTER

This brief letter is to be addressed to Uintah County Clerk-Auditors Office, which provides the following information:

1. Name and address of vendor;
2. Name, title and telephone number of the contract person for the vendor;
3. A statement that the proposal is in response to this invitation to bid; and;
4. The signature, typed name and title of the individual who is authorized to commit the vendor proposal.

IV. SCOPE OF WORK

Contractors will be expected to provide the following services as part of the pharmacy service:

A. DELIVERY

1. Uintah County Jail shall have access to a 24/7 ordering system. Uintah County will notify the pharmacy by 1:00 p.m. of medication needs, preferably by email or fax.
2. Accommodations need to be made prior to the closure of the pharmacy.

3. Pickup or delivery needs to be made 5:00 p.m.
4. Outline of plan for after hours and holiday needs. Contact information including emergency phone numbers and contact persons must be listed. Uintah County Jail must receive immediate notification of any changes to the contacts.

B. PRICING

1. List all packaging charges. Please include how packaging charges are determined. (i.e. per medication, per day, etc.) All packing slips must include the price of the prescription. Please include a sample of a packing slip with the proposal.
2. Attached (see attachment A) is a list of some of the most frequently used medications by the Jail. Price each of the medications using your current price, include any packaging or delivery charges in the cost. List those costs separately. Include the cost to the Jail of the "name brand" and the generic brand.
3. Indicate how much notice the Jail would receive before a price increase would go into effect.
4. Contractor shall include in detail the return policy of any unused medication. Include any restocking fees, if applicable. Include a sample of the credit invoice. Return of medication should be in accordance with Utah State law.
5. Generic drugs should be used whenever possible or as prescribed by the facility physician.

C. REPORTS

The Jail must have the ability to access reports that include, but are not limited to the following:

1. Monthly medication usage by selected inmate and/or all inmates. This should include name of medication, cost of medication, number of prescriptions per inmate, total doses dispensed to inmate.
2. Management date including medications ordered, processed, delivered and disposed. Data should also include formulary and non-formulary medications dispensed.
3. Summary of the total medication costs. Reports should include information as to cost of medications above and below a cost range.
4. All reports must be able to be run by date and time range.
5. Electronic medical reports are available through CorEMR. Preference will be given to bids that demonstrate the ability to interface with CorEMR.

D. EMERGENCY BAGS/MEDICAL CARTS

1. The proper stocking of an emergency bag. This is to be supplied by the pharmacy, the cost of the supplies and replacement supplies will be paid by the County.
2. The emergency supplies will be determined by the Jail staff.

E. BILLING INFORMATION

1. The Jail requires a copy of the packing slip/invoice be delivered with the medications as well as two copies of the 'sticker', one on the blister pack itself and an additional one.
2. A statement by the 10th day of the month listing all invoices by date, invoice number and invoice date, to be paid monthly.
3. All credit memos should also be listed on the monthly statement.

V. TERMINATION OF CONTRACT

- A. Termination for Cause: The County may terminate the contract at any time that the contractor fails to carry out its provisions or to make substantial progress under the terms specified in the contract.
1. The Jail shall provide the contractor with 20 days written notice of conditions endangering performance. If after 20 days written notice the contractor fails to remedy the condition contained in the notice the Jail shall issue an order to stop work immediately.
 2. The Jail shall be obligated to reimburse the contractor only for those services rendered prior to the date of notice of termination, less any liquidation damages assessed for non-performance.
- B. Mutual Agreement: With the mutual agreement of the Jail and the contractor the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party. The party wishing to end the agreement must provide written notice.
- C. Lack of Funds: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through failure of the County Government to appropriate funds, discontinuance of material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty.
- D. Either party can exit the contract for any reason with 90 days written notice to the other party.