



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
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Bid Data

Bid Number: 39-18JUN02
Commodity Title: **Prescription Medication Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: TUESDAY – June 18, 2002
Time: 1:25 P.M. (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: TUESDAY – June 18, 2002
Time: 1:30 P.M. C.S.T.
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 207
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Exhibit A - References
Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. **DEFINITIONS**

1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department(s) or Office(s) - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.

1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.

1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.

1.4.1. **Basis of Award:** The basis of award for this bid will be the low bid meeting specifications based on the following formula: Assume an average order of \$100; assume a mix of 50% generic prescriptions and 50% name brand prescriptions; \$50 of name brand prescriptions multiplied by the quoted discount + (plus) \$50 of generic prescriptions multiplied by the quoted discounts + (plus) Processing fee per name brand prescription (maximum of \$3.00) + (plus) Processing fee per generic prescription (maximum of \$3.00) = (equals) TOTAL FOR EVALUATION.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - The Term and Supply Contract period resulting from this Bid will be for the period July 15, 2002 through July 14, 2003, and may be automatically renewed for an additional four (4) years unless canceled by either party commencing with execution of Contract (or on another mutually agreeable start date.)
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – 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 furnishing and delivery on an “as needed” basis for **Prescription and Over-the Counter Medications and Supply Items** for the inmates of the Boone County Jail of Boone County – Missouri.
- 2.2. **Contract Period** - The Term and Supply Contract period shall be July 15, 2002 through July 14, 2003, and may be automatically renewed for up to an additional four (4) one-year periods unless canceled by either party. For each year thereafter, the contract will become effective on January 1.
- 2.2.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written, “shall not exceed \$120,000” contract with the County within 30 days of award on contract forms provided by the County.
- 2.2.3. **Delivery Locations** – Delivery shall be provided to the following County site:
Boone County Jail, Attn: Laurie Montague, 2121 County Drive, Columbia, MO 65202.
- 2.3. **General Conditions**
- 2.3.1. **Background Information:**
- 2.3.1.1. **Jail:** The Boone County Jail, with an average population of 180 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.
- 2.3.1.1.1. **Estimated Usage:** Based on past usage, the **estimated** total expenditures against this contract are expected to be approximately \$120,000 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.
- 2.3.2. **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.
- 2.3.3. **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 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.
- 2.3.3.1. Bid prices for 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.
- 2.3.3.2. 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.
- 2.3.3.3. **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 Maximum Allowable Cost (MAC) based on the Medicaid MAC be utilized for pricing. Generic drug pricing should be MAC or Red Book AWP, whichever is less.

- 2.3.4. **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.
- 2.3.5. **Sub-Contractors:** Subcontracting of any of the services required by this bid must be approved through the County Designee.
- 2.3.6. **Pricing:**
- 2.3.6.1. **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 bid prices shall be complete including any administrative costs and related charges, except for the dispensing cost. On the *Response Page*, each Bidder shall state the cost to the county for dispensing charges which shall include delivery to the Boone County Jail.
- 2.3.6.2. **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 Page*, each Bidder shall state the cost to the County for consultation hourly fees.
- 2.3.7. **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.
- 2.4. **Contractor Responsibility / Service Requirements:**
- 2.4.1. **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. 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.
- 2.4.2. **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.
- 2.4.3. **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 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.
- 2.4.4. **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.
- 2.4.5. **Returns:** The Contractor shall provide the maximum amount of credit for any pharmaceuticals which have not been used and otherwise are eligible for return. The Contractor shall provide a written procedure for returns and provide any necessary forms which will be used to document credit.
- 2.4.6. **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.
- 2.4.7. **Price List:** Contractor must supply the Boone County Jail with a current copy of the Red Book Average Wholesale Price (AWP) Publication and the Medicaid Maximum Allowable Cost (MAC), 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.

- 2.4.8. **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.
- 2.4.9. **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.
- 2.4.10. **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.
 - 2.4.10.1. 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.
 - 2.4.10.2. 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.
 - 2.4.11. **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.
 - 2.4.12. **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 Laurie Montague, Boone County Medical Representative, (573) 875-1111.
 - 2.4.12.1. 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.
 - 2.4.13. **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.
 - 2.4.13.1. 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.
 - 2.4.14. **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.

- 2.4.14.1.. Invoices should be submitted to the Boone County Jail for payment, which will be made 30 days after receipt of a correct and valid invoice. 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: Laurie Montague, 2121 County Drive, Columbia, MO 65202.

- 2.4.15. **Usage Reports:** The Contractor must supply monthly, quarterly, and yearly usage reports to the Boone County Medical Representative. The Contractor must supply 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.
- 2.4.15.1. **Quarterly and Year End Reports:** Quarterly and Year End Reports must be listed by medication name, strength, number dispensed, cost, and number of prescriptions. All reports must 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.
- 2.4.15.2.. **Credit/Return Reports:** The Contractor must present a credit report of returned pharmaceuticals at the time that the invoice is presented for payment. Total credit amounts must be printed on the invoice. The Contractor must notify the Boone County Medical Supervisor in writing of any changes in credit procedures.
- 2.4.16. **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 beginning in 2003.
- 2.5. **Contractor's Insurance:**
- 2.5.1. **Insurance Requirements -** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form and companies satisfactory to the County.
- 2.5.2. **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. 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 Employee's Liability Insurance for the protections of their employees not otherwise protected.
- 2.5.3. **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 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 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.
- 2.5.4. **Automobile Public Liability and Property -** The Contractor shall maintain during the life of this contract, automobile public liability insurance in the amount of not less than \$2,000,000.00 combine single limit for any one occurrence and not less than \$150,000.00 per individual, 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.
- 2.5.5. **Owner's Contingent or Protective Liability and Property Damage -** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, 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. It is preferred that this policy includes a provision for alleged assault and battery. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Should any work be subcontracted, these limits will also apply.
- 2.5.5. **Insurance Certifications -** 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 and requiring a thirty (30)

day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

2.6. **INDEMNITY AGREEMENT** – To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor 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.

2.7. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.8. **Special Conditions and Requirements**

2.8.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 or Email: mbobbitt@boonecountymmo.org

2.8.2. **Designee** – Major Warren Brewer, Boone County Jail, 2121 County Drive, Columbia, MO 65202. Phone: (573) 875-1111, extension 6235. E-mail: wbrewer@boonecountymmo.org

2.8.3. **Award of Contract:** The County may consider a multi-vendor award. The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary and secondary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary source shall be final and conclusive.

2.8.3.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time.**
 - 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.

4.1. Company Name:

4.2. Address:

4.3. City/Zip:

4.4. Phone Number:

4.5. Fax Number:

4.6. Federal Tax ID:

- 4.6.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

4.7. 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.

4.7.1. ITEM	DESCRIPTION	UNIT PRICE
1.	% Discount off of Average Wholesale Price for Name Brand Items	AWP minus _____%
2.	% Discount off of Medicaid Maximum Allowable Cost (MAC) or Average Wholesale Price (AWP), whichever is less, for Generic Items	AWP or MAC minus _____%
3.	Dispensing Fee Per Prescription (Maximum of \$4.00)	\$ _____
4.	OTC Drugs % Discount off List Price	_____ %
5.	Consultation Hourly Fee	\$ _____/hour

4.7.2. Price List Utilized for Pricing _____

4.7.3. 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:

4.7.4. Describe your policy and formula used to credit the Sheriff’s Department for all unused and returned pharmaceuticals. Restocking fees must be included as part of the dispensing fee.

4.7.5. Service to start within _____ calendar days after receipt of Notice to Proceed and Purchase Order

4.7.6. **Emergency Twenty-Four Hour Service Contact:**

4.7.6.1. Name: _____

Telephone Number: _____

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

4.9. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

Type or Print Signed Name:

Today's 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):



Boone County Purchasing

601 E. Walnut, Room 208

Columbia, MO 65201

Melinda Bobbitt, Director

Phone: (573) 886-4391 – Fax: (573) 886-4390

Standard Terms and Conditions

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 shall 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 will be accepted.
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.