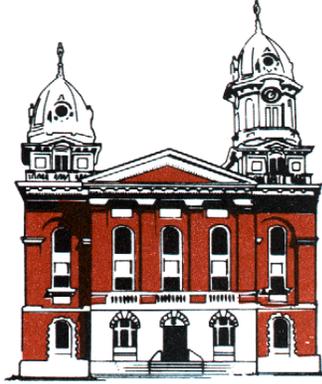


BID SPECIFICATIONS PACKET

“Pharmacy Supplies at the County Prison”



COUNTY OF VENANGO

Courthouse Annex
1174 Elk Street
Franklin, PA 16323

Phone: 814/432-9508
Fax: 814/432-4741

BOARD OF VENANGO COUNTY COMMISSIONERS

Timothy S. Brooks, Chairperson
Vincent L. Witherup
Bonnie S. Summers

Issued: March 7, 2012
Deadline date to submit : March 30, 2012 at 9:00 a.m.

BACKGROUND

The County of Venango is soliciting proposals from vendors to provide pharmaceutical supplies for the Medical Department of the Venango County Prison located at 1186 Elk Street in Franklin, PA.

SCOPE OF WORK

The prospective vendor will provide services that are in accordance with federal and state laws governing pharmaceutical services. Vendor will supply medication bi-weekly as prescribed by the physician for inmates housed in the Venango Prison and will agree to accept phone calls from prison personnel 24 hours per day, 7 days per week. The contractor will supply emergency prescriptions as needed at no additional cost.

This contract will include only brand name and generic drugs. Over-the-counter-drugs are NOT a part of this contract. The prospective vendor, in conjunction with the Contracted Physician and/or the Nurse at the Venango County Prison, agrees to adhere to the established restrictive formulary with preferred drug listing. Said listing will be reviewed regularly for the purpose of additions or deletions to the list. Reviewed listings shall be approved in writing by the contracted physician that provides medical services to the County Prison.

Packaging

Venango County Prison medications are packaged:

- Clear packets 2.5" x 3" in diameter
- Printed in "**Size 10 Font**"
- Hold a minimum of three (3) different medications

With the following information as outlined below:

- Inmate Name
- Facility Name
- Prescription Number
- Medication Name
- Medication Strength
- Medication Dose
- Medication Time
- Number of Packets/Time i.e. 1 of 3, 2 of 3, etc.
- Medication Frequency
- Medication Manufacture
- Medication Physical Description Including Unique Identifier
- Ordering Provider
- Dispense Date

Pricing

Prospective vendor shall establish the price for the prescription drugs at the average wholesale price (AWP) less the percentage discount plus the dispensing fee.

Delivery

Prescriptions shall be delivered to the Venango County Prison on a bi-weekly basis preferably the same day each week including Holidays. The day of delivery shall be determined between the pharmacy and Venango County Prison upon acceptance of the bid.

The bidding pharmacy must have the ability to deliver prescriptions to Venango County Prison in the event of an emergency whereby an inmate is admitted or in distress and in need of prescriptions. The pharmacy shall have an on call pharmacist and be able to either deliver the prescription to Venango County Prison or have the prescription available for pick-up by a guard. Anyone picking up prescriptions for the prison will present proper identification before receiving the prescription.

Reports

The prospective vendor shall submit to the Venango County Prison, a monthly report indicating the amount charged each month for: Psychotropic Drugs; Antibiotics; and All Other Drugs.

Billing

The invoices for service shall include detailed information that consist of a summary by inmate indicating which drugs were dispensed; the date they were dispensed, the cost of each drug and the total per inmate.

Invoices shall be submitted to the Venango County Prison, 1186 Elk Street, Franklin, PA 16323, ATTN: Venango County Prison Nurse, who shall be responsible for reviewing the invoices. Errors shall be addressed by the Venango County Prison Nurse with the prospective pharmaceutical provider and corrected accordingly before payment will be authorized.

Minimal Requirement

The prospective pharmacy must be ready, willing, and able to provide services that will commence within 30 days following execution of a contract. The prospective pharmacy must comply with all state, federal, and county laws, rules, and regulations.

Indemnification

The vendor shall assume the defense of and indemnify and hold harmless the County, their officers, agents and employees from and against all claims, demands, actions, suits and proceeding by others and against all liability, both negligent and non-negligent, arising directly or indirectly out of the actions of the vendor in their performance of this contract.

Insurance

The successful vendor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with the work performed on behalf of the County by the vendor, his agents, representatives, employees or subcontractors. Proof of coverage as

contained herein shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the vendor for the duration of the contract period for occurrence policies. Claims made policies shall be in force or that coverage purchased for three (3) years after contract is terminated.

General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits

- General Liability:
- \$3,000,000 General Aggregate Limit
- \$3,000,000 Products & Completed Operations
- \$3,000,000 Personal and Advertising Injury
- \$3, 000,000 Each Occurrence Limit
- \$ 100,000 Fire Damage Limit
- \$ 10,000 Medical Expense Limit

Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the vendor, his agents, representatives, employees or subcontractors.

Minimum Limits

- Automobile Liability
- \$ 1,000,000 Combined Single Limit
- \$ 1,000,000 Each Occurrence Limit
- \$ 5,000 Medical Expense Limit

Worker's Compensation

Limits as required by the Workers' Compensation Act of Pennsylvania

Statutory Limits \$1,000,000

Owners' and Contractors' Protective Policy

Policy will be in the name of the County.

Minimum limits: \$3,000,000

Coverage Provisions

All deductibles or self-insured retention shall appear on the certificate(s).

Venango County, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

The vendor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

The vendor shall provide thirty (30) days written notice to the County before any cancellation, suspension, or void of coverage in whole or part.

All coverage's for subcontractors of the vendor shall be subject to all of the requirements stated herein.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either the insurer shall reduce or eliminate such deductible or self-insured retention; or the vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

Failure to comply with any reporting provisions of the policy(ies) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

The vendor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(ies) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage shall be attached.

All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval shall be received from County's Risk Officer.

All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Pennsylvania.

Hold Harmless Clause

The vendor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

At no time shall the vendor permit any mechanics or similar liens to attach to the County's premises on account of labor or material furnished to the Contractor or claimed to have been furnished to the vendor, in connection with its work hereunder.

BID SPECIFICATIONS/INSTRUCTIONS

- Bid specifications may be obtained at the Office of the Chief Clerk, Courthouse Annex Building, 1174 Elk Street, Franklin, PA, 16323, Monday through Friday, 8:30 a.m. to 4:30 p.m., except on legal holidays. Bid packets may be requested by phone at 814/432-9508; by fax at 814/432-4741 or via email at: djones@co.venango.pa.us .

- Bids must be signed by an official authorized to bind the bidder, and contain a statement ensuring that the proposal is firm for a period of at least 90 days from the date of receipt.
- **Bids must be submitted in triplicate (3 copies). All bids shall be accompanied by cash, a certified check, cashier's check, bank good faith check, made payable to the County of Venango, or other irrevocable letter of credit drawn upon a bank authorized to do business in the Commonwealth or by a bond with corporate surety in the amount of \$9,760.00 which is equal to 10% of the average of pharmacy costs over a three year period.**
- Bids must be submitted in sealed envelopes, clearly marked on the outside **“PHARMACY SUPPLIES AT THE COUNTY PRISON”** bids will be accepted in the Chief Clerk's Office **until 9:00 a.m. on March 30, 2012** after which immediately thereafter bids will be publicly opened and read aloud in Room 103 in the Courthouse Annex.
- Bids must be submitted in triplicate (3 copies). All bids shall be accompanied by cash, a certified check, cashier's check, bank good faith check, made payable to the County of Venango, or other irrevocable letter of credit drawn upon a bank authorized to do business in the Commonwealth or by a bond with corporate surety equal to 10% of the bid total.
- Bids must indicate the estimated time it will take to begin providing services to the County.
- The County reserves the right to conduct personal interviews of any or all bidders after bids have been received and publicly opened, prior to selection. The County will not be liable for any costs incurred by the bidder in connection with such an interview.
- Any bid received after the date and time specified will not be considered.
- Bids may be withdrawn or modified in person by a bidder or their authorized representative, provided that their identity is made known and they sign a receipt for the bid before the March 30th 9:00 a.m. deadline.
- The County will not be liable for any costs incurred in the preparation of the bids.
- Each bidder shall be expected to furnish the County with additional information as may be reasonably required.
- The County will not be responsible for any costs not included in the bids and any subsequent contracted-for costs.
- The Venango County Board of Commissioners reserves the right to reject any or all proposals, and to waive any defects or irregularities in the best interest of the County.
- The County contact person for this project is:

Major B. Smith, Warden
 Venango County Prison
 1186 Elk Street
 PO Box 831

Franklin, PA 16323
(814) 432-9634
vcprison@co.venango.pa.us

Attachment A

BID FORM

We submit the following in response to the Request for Bids from Venango County for Pharmaceutical Supplies:

Average Wholesale Price will be discounted by _____% plus a \$ _____ dispensing fee.

Our firm will begin services with the County of Venango by: _____

We have submitted three (3) copies of the bid and it is accompanied by cash, a certified check, cashier's check, bank good faith check, made payable to the County of Venango, or other irrevocable letter of credit drawn upon a bank authorized to do business in the Commonwealth or by a bond with corporate surety in the amount of \$9,760.00

CONTACT INFORMATION

Vendor: _____

Address: _____

Telephone: _____ Fax: _____

Email Address: _____

Contact Person: _____

Title: _____

Authorized Signature: _____

Date: _____