



REQUEST FOR PROPOSALS

Pharmacy Services for Prescription Drugs and Related Medical Supplies

2011-1590-1024

August 18, 2010

City of Newport News

Office of the Purchasing Director

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8032/Fax: (757) 926-8038


www.nngov.com/purchasing

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

Scope of Work: Successful Offeror to provide "Pharmacy Services for Prescription Drugs and Related Medical Supplies" as needed by the Sheriff's Department. Adult Corrections (City Prison Farm), and Juvenile Services may utilize the contract. There will be an initial term with options to renew up to three (3) years.

Proposal Due: September 15, 2010 at Close of Business Day

Contract Officer: _____


Rose Kee, CPPB, Senior Buyer, (757) 926-8028, email: rkee@nngov.com

AN ORIGINAL AND FIVE (5) COPIES OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the items or services requested and certify he has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed. Signature must be original, not photocopied)

Conditions and Instructions

RFP Rev. 06-17-2010

1. All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto that will be made a part of the proposal. In case of conflict, the City's published specifications shall supersede any additional writings submitted with the bid. Such writings should be clearly marked and noted on the exception page.
2. It will be the responsibility of the offeror to see that his proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, electronic, fax and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of default by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. The offeror guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.
8. All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

9. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.
10. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract.
11. **Non-Discrimination:** During the performance of this contract, the successful bidder agrees as follows:
 - a. He will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs, (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every

subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

This public body does not discriminate against faith-based organizations

For the purposes of this subsection, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract

12. ***Direct contact with City Department, other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the contracting officer.***
13. *Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City of Newport News.*
14. If authorized by the Offeror, the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful Contractor(s). The City of Newport News acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Contractor’s responsibility to notify the jurisdictions of the availability of contract(s). Offeror not desiring to sell to other jurisdictions under this clause shall so indicate in their response.
15. *Applicable Law and Courts: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.*
16. ***These Conditions and Instructions shall be applicable to the extent that they are non-contradictory to the proposal terms and/or instructions on the following pages. The contractor certifies that he does not and shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.***
17. All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder

or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number or Statement: _____

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

18. If City Hall is closed for business at the time scheduled for the proposal opening, sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
19. If you have obtained this solicitation from our web page or from a source other than directly from the City of Newport News, it is the offeror's responsibility to check with our office prior to submitting your offer to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested offeror has obtained any outstanding addenda

The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your bid/proposal.

20. Cancellation: The City may cancel the contract at its convenience, without penalty, at any time by giving thirty (30) days written notice or may cancel the contract immediately for violations of safety or rules of ethics. The City may cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City. If the contract is an extended term contract, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.
21. The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions an offeror intends to be considered must be submitted with the proposal for consideration and negotiation into a final contract document prior to an award. Contractual documents submitted by the successful firm after an award will not be accepted.

22. Failure of the contractor to perform the contract by reason of our non-acceptance of additional conditions submitted after the award, shall result in termination of the contract by the City for cause, and may result in debarment of the Contractor for a period of up to three years. Such actions taken by the City shall not release the Contractor from additional remedies that may be allowed by law.

**SMALL, MINORITY, WOMEN-OWNED
BUSINESS OBJECTIVES**

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

1. If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE MBE WBE

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

3. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

ANTI-COLLUSION CERTIFICATION

The offeror certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same product and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The bidder understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Signed: _____ Date: _____

Name of Company: _____

COOPERATIVE BIDDING

The City of Newport News issues this Request for Proposals (RFP) in accordance with the City of Newport News' procurement code (Section 2-552.1 (7)), and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other governmental jurisdictions and school divisions. This procurement is also being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia

Offerors are advised that all resultant contracts will be extended, with the authorization of the contractor, to other governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payments. The City of Newport acts only as the “Contracting Agent” for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.

It is the responsibility of the contractor to notify the jurisdictions and political subdivision of the availability of the contract. Each participating jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

The City of Newport News shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the responsible offeror during the contract term. SVGPC members not explicitly named in the RFP are not obligated to participate, nor is the successful offeror obligated to contract with other SVGPC members; however, if such a contract is entered, the successful offeror will be required to provide these same items, at the same prices, awarded as a result of this solicitation to that public body.

SVGPC Members:

City of Chesapeake
City of Hampton
City of Newport News
City of Norfolk
City of Portsmouth
City of Virginia Beach
City of Williamsburg
County of Gloucester
County of James City
County of King William
County of York

Newport News Public Schools
Williamsburg/James City County Public Schools
York County Public Schools
Christopher Newport University
College of William & Mary
Norfolk State University
Old Dominion University
Tidewater Community College
Southeastern Public Service Authority
Jamestown/Yorktown Foundation

Revised, 08/12/09

PHARMACY SERVICES FOR PRESCRIPTION DRUGS AND RELATED MEDICAL SUPPLIES

INTRODUCTION:

The City of Newport News (City) seeks to obtain proposals from qualified offerors to provide “Pharmacy Services for Prescription Drugs and Related Medical Supplies” as needed by the Sheriff’s Department. This Request for Proposals shall be the basis for establishing a blanket purchase order contract. The initial contract period shall begin at the date of award through November 30, 2012. At the City’s option, the contract may be renewed up to three (3) years in one-year increments. Adult Corrections (City Prison Farm), and Juvenile Services Department may utilize the contract.

The program will be for inmate prescriptions and related medical supplies only. Offerors shall provide complete information indicative of how the program would be structured, and indicate all related services applicable. All suggested requirements and obligations of the City and the offeror must be explicitly outlined and explained.

Average use for contract term:

Prescriptions per week: estimate 150

Deliveries per week: estimate 6

Locations:

- ◆ Sheriff’s Department, 224 26th Street, Newport News, VA 23607
- ◆ City Prison Farm, 100 City Farm Road, Newport News, VA 23609
- ◆ Juvenile Services Department, 350 25th Street, Newport News, VA 23607

Common Medical Supplies:

- ◆ Antibiotics
- ◆ Antidepressants
- ◆ Blood pressure medications
- ◆ Respiratory care medications

SUBMITTALS:

Submit *one* original (conspicuously marked “ORIGINAL”) and five (total of six documents) complete copies (including any/all special attachments, certifications, etc...) of the proposal package. Include all information requested and any other information thought to be relevant to completely address the Request for Proposals (RFP) requirements. Should the Offeror fail to address all requirements of the RFP, or fail to provide adequate or complete documentation, as determined by the evaluation committee, the Offeror’s proposal may be eliminated from further consideration. Each proposal shall be organized and bound separately (should be tabbed and/or labeled for ease of reference), and shall include as a minimum, the following to be considered *responsive* to the RFP:

The Request for Proposal document with any addenda acknowledgements filled out and signed as required. The person that signs the RFP shall have the authority to negotiate the full scope of the offered services and provisions on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP.

◆ Experience:

List prior experience in providing services of this type. Provide project name, location, contact person, contract amount, etc.

◆ Qualification:

Description of the firm with brief statement of qualifications as they relate to the scope of services, and resume’ of key personnel.

◆ Administrative Support:

Offeror shall indicate administrative services to be provided to the City which facilitate the complete operation of the program in an efficient, well controlled manner (i.e.; eligibility verification, program development support, etc.). All suggested requirements and obligations of the City and the offeror must be explicitly outlined and explained. Provide how priority and after business hour requests will be handled.

Offeror shall invoice the City on a monthly basis and shall include inmate name, physician, prescription name, prescription number and amount. Provide an example invoice.

◆ Program Design:

The general structure of program and benefits realized shall be outlined for City evaluation. Indicate all related services applicable including education and training, medical updates etc.

- ◆ Cost savings Incentives:
Provide cost savings incentives. For example, phoning physicians to authorize use of generic equivalents.
- ◆ Pharmacy Location(s):
Offeror must indicate addresses of all pharmacy locations in the area that will participate in the program.
- ◆ Provide references who are familiar with your ability to provide the required services. Include contact names, addresses, and phone numbers.

EVALUATION CRITERIA:

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm(s) who is most responsive to the herein described needs of the City. The proposal will be evaluated on the following criteria listed in order of importance:

- ◆ Experience and Qualifications – Offeror's prior experience, and qualifications in providing the services as requested in these specifications including years in business, and experience of staff.
- ◆ Capability and Skill — Offeror's capability and skill to perform the services stated in these specifications for corrections facilities with equivalent or better requirements. Offeror's flexibility in providing products in a timely manner.
- Suitability – The degree to which the offeror has responded to the purpose and scope of specifications, and the suitability of the proposal to fulfill the City's Business Objective.
- ◆ City administrative support - Administrative services to be provided to the City which facilitate the complete operation of the program.
- ◆ Cost saving incentives – Propose programs which will promote locations in the area that will participate in the program (ex.: phoning physicians to authorize use of generic equivalents), and any other cost saving incentives.
- ◆ Program design - General structure of program and benefits realized.

- ◆ Pharmacy location(s) - All pharmacy locations in the area that will participate in the program.
- ◆ Responsiveness – The degree to which the offeror has fully responded to the purpose and scope of the specifications.
- ◆ References – References for whom offeror has provided equivalent or better services to.
- ◆ Additional Information – Additional information provided for the City of Newport News to consider that has not been covered.

SELECTION AND EVALUATION CRITERIA:

- A. Selection: Proposals will be evaluated and interviews scheduled with selected offerors in accordance with the competitive negotiation method of selection for professional services as outlined in the Code of Newport News, section 2-570.1.

Procedures to be as follows:

1. Evaluate and rank all proposals based on the evaluation criteria.
2. Based on rankings, choose two or more offerors for interviews if necessary. Since interviews may be held for each of the sections of the RFP, some firms may have multiple interviews. An attempt will be made to address all issues in a single interview for purposes of determining best qualified for each scope of work.
3. Negotiations shall begin with the firm ranked first for each category. If a contract can be negotiated at a price considered fair and reasonable, the award shall be given to that offeror.
4. If a negotiation with the first offeror is not agreeable the negotiations will be formally terminated and negotiations shall begin with the offeror ranked second (for each category).

AWARD:

Award will be made in accordance with Section 2-570., Award of the Newport News City Code. Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration price and the evaluation factors set forth in the request for proposal. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made. When the terms and conditions for multiple awards are provided in the request for proposal, awards may be made to the more than one offeror.

Pharmacy Services for Prescription Drugs and Related Medical Supplies

The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the **RFP**. Further, the City reserves the right to enter into a contract deemed to be in **its best interest**.

Upon making an award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of award may also appear on the Purchasing Website:

www.nngov.com/purchasing or www.demandstar.com

REFERENCES (References are to be for equivalent or better services).

Reference 1

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 2

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 3

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

- **Additional Contractor Data:**

a. Years in Business supplying like services as outlined in these specifications:
_____years _____months.

b. Business Location: proximity to the job-site; _____ miles.

Offeror maintains that he/she is able to provide qualified personnel, working equipment, specified materials, storage of materials/equipment, etc within a reasonable period of time to the job-site in order to complete the described work in an effective and efficient manner.

c. Briefly describe your company's size and organization:

d. Alternative Contacts for Firm: Please print clearly the data for the following alternative contacts:

Email Address: _____

Cell Phone(s): _____

Fax Number: _____

Upon contract award the firm shall provide, as available, the above alternative contacts for key personnel and supervisors responsible for the project.

- **Plan to Utilize Small, Minority, and Women Businesses:** - SBE, MBE, and WBE (small business utilization): Provide a statement of how your firm intends to utilize minority and female applicants during the course of this contract. Although no specific goals are set by the City of Newport News, participation of such enterprises is encouraged.

QUESTIONS

Questions regarding this RFP, should be directed to the Department of Purchasing, Rose Kee by email: rkee@nngov.com (preferred) or facsimile at (757) 926-8038, *not less than five (5) days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

DIRECT CONTACT

Direct contact with any City employee, including the Newport News Sheriff's Office, Adult Corrections, and Juvenile Services without the expressed permission of the Director of Purchasing or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.

DEBRIEFING

The City Code requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the purchasing department for public review. Request a review time during normal business hours, 8 – 5, Mon-Fri.

TRADE SECRETS / PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the, offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not “proprietary” or “confidential”.* They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark one:

() **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

() **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary.**

All proposals submitted under this RFP shall become the property of the City of Newport News and will not be returned.