



## **LEGAL NOTICE**

**REQUEST FOR BID  
SEALED BID 13-169**

**For**

**Department of Corrections Pharmacy**

**For**

**ST. CHARLES COUNTY GOVERNMENT  
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **Department of Corrections Pharmacy**. The vendor must guarantee the quoted prices for a period of three years. The County with the consent of the vendor shall the option for two (2) one year extensions under the same terms and conditions. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

## BID INSTRUCTIONS

One original and two (2) signed copies of the bid must be received in a sealed envelope plainly marked "**Sealed Bid 13-169 Department of Corrections Pharmacy**" with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

**Bid opening will be on 12/19/13 at 11:00 AM, in Room 523** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Manager at [purchasing@sccmo.org](mailto:purchasing@sccmo.org) **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

### BID INQUIRIES

All questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Kurt Mandernach, Purchasing Manager  
St. Charles County Government  
Finance Department  
201 North Second St  
St. Charles, Missouri 63301  
Fax: (636)949-7589  
[kmandernach@sccmo.org](mailto:kmandernach@sccmo.org)

Inquiries about the Specifications of the bid can be made to:

Debbie Echele RN, BSN  
Health Services Coordinator  
St Charles County Department of Corrections  
301 North Second Street  
St Charles, Missouri 63301  
Fax: (636) 949-7586  
[dechele@sccmo.org](mailto:dechele@sccmo.org)

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **12/13/13**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be sent to all known bidders and placed on the County's website in the form of an addendum, if deemed necessary.

## **Prohibited Communication**

**Contact with any representative, other than through the procedure outlined in the section titled "Bid Inquiries", concerning this request is prohibited PRIOR TO BID OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County.**

**Any Offeror engaging in such prohibited communications prior to Bid Opening may be disqualified at the sole discretion of St. Charles County.**

## TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the (3) three year period commencing from the date of the notice of award.
- After the initial three year period, the County, with the consent of the vendor, shall have the option to renew said contract for two (2) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this bid.
- The electronic version of this bid is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit three (3) signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed bids received after the designated time of the receipt of the sealed bids will be considered as "No Bid" and "Void" and will not be opened.
- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.

- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered. When payments are to be made to the County, award will be made to the most advantageous offer.
- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

**Employment of Unauthorized Aliens Prohibited (*Missouri Revised Statutes Section 285.530*)**

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation\*\*, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

**\*\* PLEASE NOTE:**

***Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division***  
***The online address to enroll in the E-verify program is:***

## **Open Records**

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

## **Insurance**

**General Liability Insurance:** The successful Bidder must carry comprehensive general liability insurance, as well as professional liability insurance for medical malpractice in amounts no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate per coverage. The Bidder shall indemnify, defend and hold the County of St. Charles, its officers and employees, harmless from and against any claims based on the Bidder's performance of its obligations.

**Worker's Compensation and Employer's Liability:** The successful contractor shall maintain insurance coverage for Worker's Compensation with statutory limits and Employer's Liability coverage with limits no less than \$500,000 during the life of the contract.

All such insurance shall be written through an insurance company licensed to do business in the State of Missouri and acceptable to Saint Charles County.

The Contractor agrees to furnish Saint Charles County with a Certificate of Insurance naming it as an Additional Insured on each of their respective policies and include a provision for at least 30 days written notice of any material change or cancellation. Such certificates shall be supplied to the county at the time of the award.

The County's approval or acceptance of such certificates of insurance shall in no way release or relieve the respective contractor from any responsibility, liability or obligation.

It shall be the contractor's responsibility to keep the respective insurance policies and coverage current and in force for the life of the contract.

## **BID SPECIFICATIONS**

### **INTRODUCTION**

Saint Charles County Government (The County) is seeking Proposals from qualified company's and/or vendors to furnish various prescription and OTC medications for their Department of Corrections Adult Detention facility (DOC) located at 301 North Second Street, St. Charles, MO. Presently the facility houses an average of 350-450 detainees, both male and female, with the possibility of an increase in the population. In-house health care services are provided on a 24 hour a day basis by staff nurses, physicians, dentist and psychiatrist and counselors.

The County is desirous of entering into a three (3) year Agreement for pharmaceuticals (both prescription and OTC) with the option to extend the contract for two (2) additional one (1) year periods at mutually agreeable terms. A mutually agreeable commencement date will be negotiated following selection of the successful bidder, however that date will not be more than sixty (60) days from the date of the award. Any Agreement or extension thereof is contingent upon appropriation of funds by the St. Charles County Council.

The use of brand, trade or manufacturers names are for the purpose of brevity in establishing type and quality of merchandise and are intended to be descriptive rather than restrictive. Generic substitutions are required unless the use of a generic substitute is not clinically prudent as determined by the physician. A pharmacist must be available to the medical staff to assist in making pharmacological decisions which are directed towards cost efficiency without compromising the health of the inmate. If a brand name drug becomes available generically, you agree to make the DOC designated representative aware of that availability along with the cost differential.

The selected vendor must meet all current State of Missouri Pharmacy standards and hold a Drug Enforcement Agency Registration Certificate for the dispensing of controlled substances. The attachments are to be considered examples of the most commonly used items and not all inclusive.

The County will enter into a Business Associate Agreement with the selected vendor to insure compliance with the pertinent sections of the Health Insurance Portability and Accountability Act (HIPAA).

### **PHARMACY**

The Medical Department maintains a physician's stock of various medications as authorized by the DOC physician. A listing of the most commonly used pharmaceuticals is attached although it is not necessarily inclusive of all pharmaceuticals that may be ordered. The pricing model should assume a 30 day supply of the specific pharmaceutical. Dispensing, packaging, shipping or delivery charges shall be included in the price. Note that the county is exempt from any City, County or State sales tax.

Prescriptions must be packaged to accommodate rapid distribution; preferably blister packed. The individual's name, date, drug, dosage (administration instructions), quantity and any other FDA required information must be clearly indicated on the container. Whenever possible, creams and liquids must be supplied in plastic versus glass containers.

The vendor must provide software that can interface with Electronic Medical Records and provide Electronic Medication Administration Records (E-MAR's). Please provide any contact information of Jail Management Systems that can interface with your software.

The vendor agrees to provide the maximum amount of credit for any pharmaceuticals which are unused/unopened and otherwise eligible for return. The vendor will be responsible for the proper documentation and destruction of any unused pharmaceuticals and provide a written procedure and the necessary forms to document the credit of any monies due the County. Any re-stocking fees must be indicated. Destruction of controlled substances shall follow Drug Enforcement Agency (DEA) guidelines.

The vendor must agree to provide a toll free phone and fax number (if not local) for faxing physician's orders. The successful bidder must be able to provide either same or next day delivery and have the ability to fill prescriptions seven (7) days per week. Indicate your proposed method of delivery. In the unforeseen event the vendor cannot supply a prescription, or there is a need for immediate delivery, a back-up local pharmacy, for emergencies, is required to handle the need. The facility must be notified immediately of any prescription that cannot be filled within a 24 hour period. Any deviations must be indicated in your response.

Vendor agrees to provide the necessary forms for ordering/re-stocking of all medications as well as M.A.R.'s for the charting of administered medications.

Prior to entering into a contract, the successful bidder must provide the County with a Certificate of Insurance naming the County as an Additional Insured evidencing general and products liability (including completed operations), Errors and Omissions and Professional Liability. Limits of coverage must equal or exceed \$1,000,000/\$3,000,000 per individual/occurrence or a combined single limit of \$3,000,000. Coverage must be written on an occurrence basis by an insurance company licensed to do business in the State of Missouri.

Contractor will agree to defend, indemnify and hold harmless the County, its elected and appointed officials, employees and volunteers from and against any and all liability for damage arising from injuries to persons or property occasioned by any acts or omissions of the contractor, subcontractor(s), agents, servants or employees.

## **INVOICING**

Monthly reports showing the cost per inmate and quarterly summaries showing the top 20 medication usages are required in a form to be agreed upon between the vendor and County.

Invoicing shall be done on a monthly basis. At a minimum both the individuals and drug name, date prescribed, cost and quantity must be indicated on the invoice. The County prefers to make payments electronically, if that is agreeable with the vendor.



## REFERENCES

Please provide contact information for three (3) current institutional clients which you currently are doing business with that we may talk too regarding their satisfaction with your services.

**BID FORM**

**13-169 Department of Corrections Pharmacy**

<b>Drug Name</b>	<b>Qty Disp 1 dose per day</b>	<b>Pricing</b>
ABILIFY 10MG TABLET Total	30	\$
ACET/CODEINE 30MG TABLET Total	30	\$
ACETAMINOPHEN 500MG CPLT Total	30	\$
ADVAIR 250/50MCG DISKUS Total	30	\$
ALBUTEROL INH SOL UD Total	30	\$
ATENOLOL 25MG TAB Total	30	\$
BENZTROPINE 1MG TABLET Total	30	\$
BUPROPION-SR 150MG TAB Total	30	\$
CARBAMAZEPINE 200MG TAB Total	30	\$
CEPHALEXIN 500MG CAPSULE Total	30	\$
CITALOPRAM 20MG TABLET Total	30	\$
CLINDAMYCIN 150MG CAPSULE Total	30	\$
CLONIDINE 0.1MG TABLET Total	30	\$
CLONIDINE 0.2MG TABLET Total	30	\$
CYMBALTA 60MG CAPSULE Total	30	\$
DIVALPROEX *ER* 500MG TAB Total	30	\$
DIVALPROEX EC 500MG TAB Total	30	\$
DONNATAL TABLET Total	30	\$
ESCITALOPRAM 10MG TABLET Total	30	\$
FLUOXETINE 20MG CAPSULE Total	30	\$
GABAPENTIN 300MG CAPSULE Total	30	\$
GABAPENTIN 600MG TABLET Total	30	\$
GLIPIZIDE 5MG TABLET Total	30	\$
HALOPERIDOL 5MG TABLET Total	30	\$
HCTZ 25MG TABLET Total	30	\$
HUMULIN N 100UNIT VIAL Total	1	\$
HUMULIN R 100UNIT VIAL Total	1	\$
HYDROXYZINE PAM 25MG CAP Total	30	\$
ISONIAZID 300MG TABLET Total	30	\$
LAMOTRIGINE 100MG TAB Total	30	\$
LEVETIRACETAM 500MG TAB Total	30	\$
LISINOPRIL 20MG TABLET Total	30	\$
LITHIUM CARB 300MG CAPS Total	30	\$
METFORMIN 500MG TABLET Total	30	\$
METOPROLOL 25MG TABLET Total	30	\$
METOPROLOL 50MG TABLET Total	30	\$

MIRTAZAPINE 15MG TABLET Total	30	\$
NAPROXEN 500MG TABLET Total	30	\$
OLANZAPINE 10MG TABLET Total	30	\$
OMEPRAZOLE 20MG CAPSULE Total	30	\$
PANTOPRAZOLE 40MG TABLET Total	30	\$
PAROXETINE 20MG TABLET Total	30	\$
PENICILLIN VK 500MG TAB Total	30	\$
PHENYTOIN 100MG CAP Total	30	\$
PHENYTOIN SOD 100MG CAP Total	30	\$
PRISTIQ 50MG TABLET Total	30	\$
PROPRANOLOL 10MG TABLET Total	30	\$
PROPRANOLOL 20MG TABLET Total	30	\$
RANITIDINE 150MG TABLET Total	30	\$
RISPERIDONE 1MG TABLET Total	30	\$
RISPERIDONE 2MG TABLET Total	30	\$
SELENIUM 1% SULF SHAMPOO Total	30	\$
SERTRALINE 100MG TABLET Total	30	\$
SERTRALINE 50MG TABLET Total	30	\$
SIMVASTATIN 40MG TABLET Total	30	\$
SULFASALAZINE 500MG TAB Total	30	\$
SULFATRIM DS TABLET Total	30	\$
VENLAFAXINE ER 75MG CAP Total	30	\$
VENTOLIN HFA INHALER Total	30	\$
VITAMIN B-6 50MG TABLET Total	30	\$

**TOTAL BID PRICE \$ \_\_\_\_\_**

## Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID**

**Audit Clause for Contracts**

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Business Hours: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

(Indicates acceptance of all bid terms and conditions)

Date: \_\_\_\_\_

**AFFIDAVIT OF WORK AUTHORIZATION**

Comes now \_\_\_\_\_ as \_\_\_\_\_ first being duly  
(Name) (Office held)

sworn, on my oath, affirm \_\_\_\_\_ is enrolled and will  
(Company name)

continue to participate in a federal work authorization program in respect to employees that will work  
in connection with the contracted services related to \_\_\_\_\_

(Describe project or insert bid number)

for the duration of the contract, in accordance with RSMo Chapter 285.530 (2). I also affirm that  
\_\_\_\_\_ does not and will not  
(Company name)

knowingly employ a person who is an unauthorized alien in connection with the contracted services  
related to the \_\_\_\_\_

(Describe project or insert bid number)

for the duration of the contract.

***In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo).***

\_\_\_\_\_  
Signature (person with authority)

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am commissioned as a notary  
(Day) (Month & Year)

Public within the County of \_\_\_\_\_, State of \_\_\_\_\_, and my

commission expires on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

**American Made:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term "public agency" includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

**EXHIBIT A**

**ST. CHARLES COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME