



SEDGWICK COUNTY, KANSAS
FINANCE DEPARTMENT
DIVISION OF PURCHASING
525 N. Main, Suite 823 ~ Wichita, KS 67203
Phone: 316 660-7255 Fax: 316-383-7055
<http://www.sedgwickcounty.org/finance/purchasing.asp>

REQUEST FOR PROPOSAL
#17-0022
PHARMACY SERVICES FOR THE DIVISION OF CORRECTIONS

February 24, 2017

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide Pharmacy Services for the Division of Corrections. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45pm CST, March 28, 2017.

All contact concerning this solicitation shall be made through the Division of Purchasing. Proposers shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Division of Purchasing in writing. Failure to comply with these guidelines may disqualify the Proposer’s response.

Sincerely,

Kara Kingsley
Buyer

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I. About this Document

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

II. Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 508,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The Sedgwick County Division of Corrections has historically contracted with a pharmaceutical provider to provide medications for youth being served at the Juvenile Detention Facility (JDF), Juvenile Residential Facility (JRF) and the Sedgwick County Youth Program (SCYP). The three facilities house juvenile offenders that are seen by medical and mental health providers, which prescribe medications as needed.

- JDF is a secured and direct supervision facility. JDF average daily population was 64, with an average length of stay of 20 days in 2015. JDF served 1,143 clients in 2015.
- JRF is an emergency shelter and serves as an alternative to detention. The average daily population of the 24-bed facility in 2015 was 17, with an average length of stay of 20 days. JRF served 322 clients in 2015.
- SCYP is a Kansas Department of Corrections – Juvenile Services contracted provider, which provides residential services at the Youth Residential Center II (YRC-II) program level. The average daily population was 17 in 2015. SCYP served a total of 86 residents in 2015.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide Pharmacy Services for the Division of Corrections. The following objectives have been identified for this contract:

- A. Acquire Pharmacy Services meeting the parameters, conditions and mandatory requirements presented in the document.
- B. Establish contract pricing with the vendor that has the best proven “track-record” in performance, service and customer satisfaction.
- C. Acquire Pharmacy Services with the most advantageous overall cost to the County.

IV. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Kara Kingsley
Sedgwick County Division of Purchasing
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CST, TUESDAY, March 28, 2017** Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CST, on the due date. No information other than the respondent's name will be disclosed at bid opening.

V. Scope of Work

Vendor shall provide pharmacy services, including the provision of prescription medication, to County's Division of Corrections at the following three (3) facilities: Sedgwick County Juvenile Detention Facility ("JDF"), Sedgwick County Juvenile Residential Facility ("JRF"), and Sedgwick County Youth Program ("SCYP"). Such services shall include, but not be limited to, the following:

- A. Dispense medications in accordance with prescriptions written by licensed practitioners.
- B. Consult with Corrections and medical staff as needed regarding a client's questions and concerns related to medications prescribed.
- C. Provide generic and/or acceptable alternate prescriptions whenever possible to keep costs to a minimum.
- D. Package medication in bubble packs for efficient and effective administration.
- E. Accept unused and returned medications for a credit and dispose of as needed.
- F. File private insurance whenever possible and utilize medical cards for SCYP and JRF clients. Complete the required state forms for medication reimbursement for clients over the age of twenty-one (21).
- G. Provide same-day delivery of medication and any emergency medication for all three (3) facilities on a 24/7 basis.
- H. Provide systematic response to requests for newly-filled medication related to contracted providers.
- I. Work with community physicians, including contracted medical vendor, and contact them if need be for prescription clarification.

Additionally desired services from the pharmacy include:

- J. Free courier service to deliver medications between programs.
- K. Assistance with calculating spend-downs.
- L. A system for forecasting medication price increases and notification to the Division of Corrections.

VI. Sedgwick County's Responsibility

- A. Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.
- B. Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- C. Conduct final inspection and approve payment.

VII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Kara Kingsley at kara.kingsley@sedgwick.gov by 5:00 p.m. CST Friday, March 3, 2017. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasing.asp, under view current RFQs and RFPs; to the right of the RFP

number by 5:00 p.m. CST Friday, March 10, 2017. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

B. Minimum Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service specified below, to be considered for award. Specific responses to each must be provided in the proposal. It is expected that the successful firm will meet and/or exceed these qualifications.

Firms must:

1. Be a qualified, licensed pharmacy.
2. Hire and maintain competent and qualified personnel, licensed/certified in the State of Kansas.
3. Have the capacity to acquire all required bonds/insurance and provide proof to County prior to award of the contract.
4. Have provided the mandatory services specified herein for a minimum of three (3) years.
5. Provide references from at least (3) three companies for whom you have provided or currently providing the proposed or similar service, including company name, address, phone numbers, contact name, and dates of service.
6. Have experience billing Medicaid and other third party payers for services rendered.
7. Provide services generally between the hours of 8:00 am and 5:00 pm, Monday – Friday, CST.
8. Maintain all federal and state confidentiality requirements.
9. Provide consultation services to staff and clients pertaining to all drug related matters, including proper dosage, side effects, toxicities, pharmacology and drug interactions.

C. Evaluation Criteria

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below:

Component	Points
1. Number and quality of references	20
2. Years of experience	20
3. Ability to meet minimum qualifications	20
4. Overall quality of response, including clearly marked and detailed descriptions for each section	20
5. Ability to provide the desired services from the scope of work	20
Total Points	100

Any final negotiations for services, terms and conditions will be based, in part, on the firm’s method of providing the service and the fee schedule achieved through discussions and agreement with the county’s review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

D. [Request for Proposal Timeline](#)

The following dates are provided for information purposes and are subject to change without notice. Contact the Division of Purchasing at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	February 24, 2017
Questions and clarifications submitted in writing by 5:00 p.m. CST	March 3, 2017
Addendum Issued	March 10, 2017
Sealed Proposal due before 1:45pm CST	March 28, 2017
Evaluation Period	March 28, 2017-April 26, 2017
Board of Bids and Contracts Recommendation	April 27, 2017
Board of County Commission Award	May 3, 2017

E. [Contract Period and Payment Terms](#)

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of three (3) years with two (2) one (1) year options to renew.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf

F. [Insurance Requirements](#)

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

Workers' Compensation:

Applicable coverage per State Statutes

Employer's Liability Insurance: \$100,000.00

Commercial General Liability Insurance:

Each Occurrence \$500,000.00

Aggregate \$500,000.00

Personal Injury:

Each Occurrence \$500,000.00

General Aggregate \$500,000.00

Automobile Liability:

Combined single limit \$500,000.00

Professional Liability

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Sedgwick County... Working for you

If required

Special Risks or Circumstances:

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

G. Indemnification

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. Confidential Matters and Data Ownership

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

I. Terms and Conditions

1. Proposal Conditions

http://www.sedgwickcounty.org/purchasing/pdf_files/Proposal%20Terms%20%20Conditions.pdf

2. General Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf

3. Mandatory Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf_files/Mandatory%20Contractual%20Provisions.pdf

4. Sample Contract

http://www.sedgwickcounty.org/purchasing/pdf_files/Sample%20Contract.pdf

VIII. Required Response Content

All proposal submissions shall include the following:

- A. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
- B. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
- C. The firm's relevant experience, notably experience working with government agencies.
- D. At minimum, three (3) professional references with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
- E. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or County staff.
- F. A description of the type of assistance that will be sought from County staff, including assistance required from the County to lessen the costs of this project.
- G. Copies of Pharmacy and personnel licenses.
- H. Proof of insurance meeting minimum insurance requirements as designated herein.

IX. Response Form

**REQUEST FOR PROPOSAL
#17-0022
PHARMACY SERVICES FOR THE DIVISION OF CORRECTIONS**

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

STATE OF INCORPORATION or ORGANIZATION _____ COMPANY WEBSITE _____

ADDRESS _____ EMAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ Minority-Owned Business: _____ (Specify Below)

__African American (05) __Asian Pacific (10) __Subcontinent Asian (15) __Hispanic (20)

__Native American (25) __Other (30) - Please specify _____

Not a Woman-Owned Business: _____ Woman-Owned Business: _____ (Specify Below)

__Not Minority -Woman Owned (50) __African American-Woman Owned (55)

__Asian Pacific-Woman Owned (60) __Subcontinent Asian-Woman Owned (65) __Hispanic Woman Owned (70)

__Native American-Woman Owned (75) __Other – Woman Owned (80) – Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____Yes _____No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____Yes _____No

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp .

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature _____ Title _____

Print Name _____ Dated _____