Consultant Pharmacist

Boswell Regional Center (BRC) will accept Statement of Qualifications (SOQ) until 8:30 AM. (Central Time), May 6, 2016 for the purpose of hiring a consultant pharmacist to provide pharmacy services for BRC ICF/IDD group homes. A written statement of qualifications along with required supporting documentation and credentials to serve in this capacity should be contained in a sealed envelope with a separately sealed envelope containing the price proposal. RFQ's can be picked up in the Human Resources Division, 1049 Old Simpson Hwy. 149, Magee MS 39111. The SOQ can be mailed or hand delivered to the Human Resources Division, 1049 Old Simpson Hwy. 149/P.O. Box 128, Magee MS 39111. For more information, call 601-867-5000 extension 75079.

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1.0 Purpose

Boswell Regional Center seeks to contract with a consultant pharmacist to provide pharmacy services for BRC ICF/IDD group home individuals. The successful contractor shall provide consultation on all aspects of the provision of pharmacy services in the Center. The scheduling of said services will be determined on a schedule mutually agreed on by BRC Clinical Director and the Contractor

2.0 Background

- BRC is a licensed healthcare facility that provides an array of services to adults with intellectual and developmental disabilities. These include medical care, clinical services, individualized training, home services, and community programs.

- BRC is operated by the Mississippi State Department of Mental Health. It is located about 50 miles south of Jackson, Mississippi on Highway 149.

- BRC is licensed by the Department of Health for 160 beds with an average daily census of 150 clients.

- BRC clients are served on the grounds of the main campus and in group homes located in Magee, Wesson and Brookhaven.

3.0 Definitions

- RFQ- Request for Qualifications.
- SOQ- Statement of Qualifications.
- Respondent- An individual who submits or intends to submit a proposal in response to this RFQ.
- Request for Qualifications.
- BRC- Boswell Regional Center.
- Must/Mandatory/Required- A requirement that must be met for a proposal to receive consideration.
- Contract- The written agreement resulting from this Request of Qualifications/Statement of Qualifications executed by BRC and contractor.

4.0 Minimum Qualifications

Education:
Graduation from an accredited school or college of pharmacy.

AND

Experience:
Three (3) years of experience as a Licensed Pharmacist.

Licensure:
Possession of a valid license to practice pharmacy in Mississippi and possession of a controlled substance license;

Required Documentation:

Applicant must attach a valid copy of his/her license as a Licensed Pharmacist from the Mississippi Board of Pharmacy and verification of possession of a valid controlled substance license.

5.0 Essential Functions

- Responsible for monitoring pharmaceutical services in the Center. A consultant pharmacist visit will be made on a weekly basis and the necessary work required to monitor the facilities will be divided accordingly;
- Checks the drug regimen of each client every month and documents drug precautions, possible interactions with food and other drugs, abnormal lab findings, recommended laboratory work, and so forth, at his/her professional discretion;
- Physically inspects each drug storage area to monitor storage and handling of Drugs and Biologicals and submits a report of findings on a monthly basis. This may include, but is not limited to:

    1. Checking the Emergency Kit for completeness and outdated drugs;
    2. At random checks of controlled drugs for proper administration and recording;
    3. Random checks of medication containers for proper labeling;
    4. Inspection of the refrigerators in the medical prep room for proper temperature and proper storage of refrigerated medications.

- Makes recommendations regarding medication regimens to the appropriate persons;
- Provide an ongoing assessment of compliance with all federal and state regulations regarding pharmaceutical services;
- Assist in the destruction and reconciliation of unused controlled substances as prescribed by law, rule, or regulation.

6.0 Performance Measures

- Completing admission and annual evaluations based on state and federal regulations;
- Completing 30 day reviews on all clients based on state and federal regulations;
- Preparing and maintaining medication history;
- Disposing of controlled drugs in adherence to state and federal regulations.

Evaluation of SOQ will be based upon weighted scoring from the respondent's content.

Performance of the services will begin on July 1, 2016 and will continue for four (4) years with an optional one (1) year renewal.

Type of contract will be a firm fixed price.

The deadline for submission of the SOQ will be May 6, 2016 at 8:30 AM.

7.0 The following response format shall be used for all submitted SOQ's:

- Boswell will accept written SOQ's with a content of the following:
- Personnel: Attach resumes' of all those who will be involved in the delivery of service that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operation of the contract.
- Acceptance of Conditions: Indicate any exceptions to the general terms and conditions of the bid document and to insurance, bonding, and any other requirements listed.
- Minimum Information: all information listed in the following section Minimum Information, section 8.0.
- Additional Data: Provide any additional information that will aid in evaluation of this SOQ.
- Cost Data: Estimate the annual cost of the service. Cost data submitted at this stage is not binding and is subject to negotiation if your firm is chosen as a finalist. Include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart). Identify all non-labor costs and their estimated totals.

8.0 Minimum Information

- The name of the respondent, the location of the respondent's principal place of business and, if different, the place of performance of the proposed contract;
- The age of the respondent's business and average number of employees within the last two (2) years, except when respondent is a contract worker as defined in accordance with Section 3-101.04 in the Personal Service Contract Review Board, Rules and Regulations
- The qualifications, including licenses, certifications, education, skills, and experience of all persons who would be assigned to provide the required services; and
- A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the last two (2) years.

9.0 Evaluation of SOQ

Written SOQs submitted to BRC will be evaluated by the following factors:

- Credentials and BRC Application (Weight of Factor 25%)
- Experience (Weight of Factor 25%)
- Certification(s) (Weight Factor 25%)

After the SOQ has been evaluated the sealed pricing documentation will be evaluated by the following factor:

- Pricing (Weight of Factor 25%)

10.0 Multi-step sealed qualifications

BRC will be using the multi-step sealed qualifications method in determining an awarded contract. Multi-step sealed qualifications is a two-phase process consisting of the following:

- First phase – the respondents' statements of qualifications are evaluated and a determination is made as to whether a respondent is qualified; and,
- Second phase – the respondents whose statements of qualifications are determined to be qualified based on the evaluation of the criteria from the first phase have their sealed pricing documents opened.

Multi-step sealed qualifications shall include the following:

- That sealed pricing offers are requested;
- The sealed pricing offers are to be submitted at the same time as the statements of qualifications (pricing documents shall be submitted in a separate sealed envelope);
- This is a multi-step sealed qualifications procurement, and the pricing documents will be considered only in the second phase and only from those respondents who are found to be qualified in the first phase;
- BRC will evaluate the Statements of Qualifications with pricing added in as a weighted factor of 25%

- The BRC Procurement Officer if found necessary, may conduct oral or written discussions of the statements of qualifications; and,
- That the service being procured shall be furnished in accordance with the respondent's SOQ as found to be finally acceptable and shall meet the requirements of the Request for Qualifications.

11.0 Pricing will be through sealed proposal

The offer will be submitted at the same time as the statement of qualifications and will be submitted in a separately sealed envelope. Please list price per hour for normal working hours: Example $10 per normal work hours.

The original copy of the price proposal shall be signed and submitted in a sealed envelope or package to the Human Resources Division, 1049 Old Simpson Hwy. 149/P.O. Box 128, Magee MS 39111 no later than May 6, 2016 at 8:30 am. Timely submission of the price proposal is the responsibility of the respondent. Price proposal received after the specified time shall be rejected and returned to the respondent unopened. The envelope or package shall be marked with the price proposal. Each page of the price proposal and all attachments shall be identified with the name of the respondent.

12.0 Price Proposal Withdrawal

- If the price proposal is substantially lower than those of other respondents, a mistake may have been made. A respondent may withdraw his/her proposal from consideration if certain conditions are met:

- The proposal is submitted in good faith;

- The price proposal is substantially lower than those of other respondents because of a mistake;

- The mistake is a clerical error, not an error of judgement;

- Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the proposal demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material;

- To withdraw a proposal that includes a clerical error after the opening, the respondent must give notice in writing to BRC of claim of right to withdraw a proposal. Within two (2) business days after the opening, the respondent

requesting withdrawal must provide to BRC all original work papers, documents, and other materials used in the preparation of the proposal;

- A respondent may also withdraw a proposal, prior to the time set for the opening of proposal, by simply making a request in writing to BRC. No explanation is required;

- A respondent may also withdraw a proposal if BRC fails to award or issue a notice of intent to award the proposal within two (2) working days after the date fixed for the opening of the price proposal;

- No respondent who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract;

- No partial withdrawals of a proposal are permitted after the time and date set for the SOQ opening; only complete withdrawals are permitted.

13.0 Method of Award

Awards may be made to up to one (1) vendor receiving the highest score during the evaluation process.

14.0 Proposal Certification

The respondent agrees that submission of a signed proposal is certification that the respondent will accept an award made to it as a result of the submission.

15.0 Proposal Investigations

Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the BRC upon which the proposal will rely. If the respondent receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

16.0 Debarment

By submitting a proposal, the respondent certifies that it is not currently debarred from submitting proposals/bids for contracts issued by any political subdivision or agency of Mississippi, and that it is not an agent of a person or entity that is currently debarred from submitting proposals/bids for contract issued by any political subdivision or agency of Mississippi.

17.0 Exceptions

Respondents taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal. Failure to indicate any exception will be interpreted as the respondents intent to comply fully with the requirements as written. Conditional or qualified proposals/bids, unless specifically allowed, shall be subject to rejection in whole or in part.

18.0 Expenses Incurred in Preparing Proposal

BRC accepts no responsibility for any expense incurred by the respondent in the preparation and presentation of a proposal/bid. Such expenses shall be borne exclusively by the respondent.

19.0 Late Submissions

- A proposal received at the place designated in the solicitation for receipt of proposal after the exact time specified for receipt will not be considered unless it is the only proposal received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of the RFQ. It must be determined by BRC that the late receipt was due solely to mishandling by BRC after receipt at the specified address.

- The only acceptable evidence to establish the date of mailing of a late proposal is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Respondents should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper.

- The only acceptable evidence to establish the time of receipt at the office identified for proposal opening is the time and date stamp of that office on the proposal wrapper or other documentary evidence of receipt used by that office.

20.0 Nonconforming Terms and Conditions

A proposal response that includes terms and conditions that do not conform to the terms and conditions in the RFQ document is subject to rejection as non-responsive. BRC reserves the right to permit the Responded to withdraw nonconforming terms and conditions from its proposal response prior to a determination by BRC of non-responsiveness based on the submission of nonconforming terms and conditions.

21.0 Reservation of Right

Any and all forms, reports, designs, and other materials prepared by Respondents for the BRC shall be used by the program and Mississippi Department of Mental Health only for its own internal operations. BRC retains all rights and interest in said reports.

22.0 Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect hereto shall be brought in the courts of the State. The respondent shall comply with applicable federal, state, local laws and regulations.

23.0 Availability of Funds

It is expressly understood and agreed that the obligation of the program to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are at, any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material altercation of the program under which funds were provided or if funds are not otherwise available to the program, the program shall have the right upon ten (10) working days written notice to independent contractor(s), to terminate this agreement without damage, penalty, cost or expenses to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

24.0 Representation Regarding Contingent Fees

The respondent represents that it has not retained a person to solicit or secure a program contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the consultant's bid or proposal.

25.0 Prospective Contractor's Representation Regarding Contingent Fees

The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

26.0 Representation Regarding Gratuities

The bidder, offeror, or respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

27.0 Acknowledgment of Amendments

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the Boswell Regional Center by the time and at the place specified for receipt of bids.

28.0 Certification of Independent Price Determination

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

29.0 Procurement Regulations

The contract shall be governed by the applicable provisions of the Mississippi Personal Services Contract Review Board Regulations, copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at http://www.mspb.ms.gov.

30.0 Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services

provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

31.0 Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by respondent as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

32.0 Compliance with Laws

The respondent understands that the program is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful and the respondent agrees during the term of the agreement that the respondent will strictly adhere to this policy in its employment practices and provisions of services. The respondent shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

33.0 Debriefing Request

A vendor, successful or unsuccessful, may request a post award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

34.0 HIPAA

Respondent agrees to comply with the Final Omnibus Rule of the Health Insurance Portability and Accountability Act of 1996 and any amendments there too, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the service under this contract."

35.0 E-Payment

Respondent agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

36.0 E-Verification

Respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Respondent agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Respondent further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Respondent understands and agrees that any breach of these warranties may subject independent contractor(s) to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to independent contractor(s) by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, independent contractor(s) would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.

37.0 Paymode

Payments by state agencies using the State's accounting system shall be made and ce information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

38.0 Stop Work Order

Order to Stop Work: The Procurement Officer, may, by written order to independent contractor(s) at any time, and without notice to any surety, require independent contractor(s) to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to independent contractor(s), unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, independent contractor(s) shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

1) cancel the stop work order; or,
2) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, independent contractor(s) shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or independent contractor(s) price, or both, and the contract shall be modified in writing accordingly, if:

1) the stop work order results in an increase in the time required for, or in independent contractor's properly allocable to, the performance of any part of this contract; and,
2) Independent contractor(s) asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such

claim asserted may be received and acted upon at any time prior to final payment under this contract.

Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

39.0 Approval

It is understood that this contract requires approval by the Personal Service Contract Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.

The deadline for submission of questions will be May 6, 2016.