



SPECIALIZED TREATMENT FACILITY

INVITATION FOR BIDS PHARMACEUTICALS

BIDS DUE NO LATER THAN

April 8, 2016, 1:00 pm

Bids shall be delivered in a sealed opaque envelope to the following address:

**Tanya Goolsby
Fiscal Services
Specialized Treatment Facility
14426 James Bond Road
Gulfport, Mississippi 39503**

SECTION I – INTRODUCTION

Specialized Treatment Facility is soliciting bids from qualified firms to award a contract to provide pharmaceuticals (medications and supplies) for our program. The award will be to provide the purchasing, processing and delivery of medication. The award will be for one (1) year with the potential for four (4) one year extensions, subject to annual assessment and availability of funds.

Specialized Treatment Facility is licensed through the Mississippi Department of Health as a Psychiatric Residential Treatment Facility (PRTF) for adolescents ages thirteen (13) through eighteen (18). STF is a 48-bed program which operates under the auspices of the Mississippi Department of Mental Health. Specialized Treatment Facility is located at 14426 James Bond Road, Gulfport, MS 39503.

Questions regarding this solicitation for bids should be directed to Tanya Goolsby, Fiscal Services Director, Specialized Treatment Facility, 14426 James Bond Road, Gulfport, Mississippi 39503. Telephone: 228.328.6000 ext. 111 Email: tgoolsby@stf.state.ms.us

SECTION II – DEFINITION OF TERMS

RESIDENT refers to individuals admitted to and living at the Specialized Treatment Facility. Residents are protected from abuse, neglect and exploitation by the Vulnerable Adults Act (MS Code Ann. 43-47-37, Section 43-21-353).

CONTRACTOR refers to the successful vendor for pharmaceuticals and who has been awarded a contract agreement.

CONTRACT ADMINISTRATOR refers to the person designated by the Program Director to be the person responsible for and the supervisor of a contract.

CONTRACT PERSONNEL refers to any individual that works for the Contractor and are assigned to work on this contract.

PROGRAM refers to Specialized Treatment Facility (STF) located at 14426 James Bond Road, Gulfport, Mississippi. STF is an agency of the State of Mississippi which operates under the auspices of the Mississippi Department of Mental Health.

PROGRAM DIRECTOR refers to individual authority in charge of and responsible for the Specialized Treatment Facility.

PROCUREMENT OFFICER refers to the person designated by STF to be the authority to settle and resolve controversies and to issue decisions concerning contracts. STF Fiscal Services Director has received this designation.

DAILY refers to done, happening, or produced every day or every weekday.

WEEKLY refers to a seven (7) day period according to a schedule submitted by the Contractor and approved by the Contract Administrator.

MONTHLY refers to done, produced, or occurring once a month.

QUARTERLY refers to work that are to be provided and completed within 45 days of the beginning of each three (3) month period thereafter according to a schedule submitted by the Contractor and approved by the Contract Administrator.

SEMI-ANNUAL refers to work or products that are to be provided and completed two times per year as scheduled by the Contract Administrator.

CONTRACT PERIOD refers to the length of the contract. This contract will be for a one (1) year period beginning on the date of award with an option to renew for an additional four (4) year period with all parties concurring.

SECTION III – GENERAL CONDITIONS

Applicable Law: The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state and local laws and regulations.

Availability of Funds: It is expressly understood and agreed the obligation of the Specialized Treatment Facility to proceed with 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 alteration of the program under which funds were provided or if funds are not otherwise available to the Specialized Treatment Facility, the Specialized Treatment Facility shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Specialized Treatment Facility of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Representation Regarding Contingent Fees: The Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid.

Representation Regarding Gratuities: The offeror or Contractor 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 Review Board Rules and Regulations*.

Certification of Independent Price Determination: The Contractor submitting bid must certify that the prices submitted in response to this solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices quoted.

Procurement Regulations: The contract shall be governed by the applicable provisions of the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management Procurement Manual.

Compliance with Laws: The Contractor understands that the Specialized Treatment Facility 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 by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of this agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor 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.

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 contractor or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices in the bid.

Contract Price Adjustment: The prices quoted shall be firm prices for the initial period of this contract, and are not subject to change due to changing market conditions. In the event the contract is extended as provided herein, a new cost figure may be negotiated (increased or decreased) based upon economic factors.

Disputes: (1) All controversies between the State and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Chief Procurement Officer in writing, within 60 days after a written request by the contractor for a final decision concerning the controversy; provided, however, that if the Chief Procurement Officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

(2) The Chief Procurement Officer shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

(3) Any such decision shall be final and conclusive, unless fraudulent, or: (a) within the seven (7) days from the date of receipt of the decision, the contractor mails or otherwise furnishes written notice of appeal to the Procurement Review Board.

(4) The contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this contract pending final resolution by the Procurement Review Board of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of the contract by the State; provided, however, that in any event the contractor shall proceed diligently with the performance of the contract where the Chief Procurement Officer has made a written determination that continuation of work under the contract is essential to the public health and certified mail, return receipt requested, or by any other method that provides evidence of receipt, and include in the decision: (a) a description of the controversy; (b) a reference to pertinent contract provisions; (c) a statement of the factual areas of agreement or disagreement; (d) a statement of the Procurement Officer's decision, with supporting rationale; (e) a paragraph substantially as follows:

"This is the final decision of the Procurement Officer. This decision may be appealed to the Procurement Review Board. If you decide to make an appeal, you must mail or otherwise furnish written notice of appeal to the Procurement Review Board within seven (7) days from the date you receive this decision. A copy of the notice of appeal shall be furnished to the Procurement Officer from whose decision the appeal is taken. The notice shall indicate that an appeal is intended, reference the decision from which the appeal is being taken, and identify the contract involved."

Insurance: Contractor will maintain in effect at all times the following insurance coverage: (1) workmen's compensation insurance, (2) contractor's public liability insurance for personal injuries in the sum of \$50,000 per accident and \$100,000 aggregate, (3) contractor must maintain liability insurance in the sum of \$1,000,000 annual/3,000,000 aggregate.

Contractor must furnish within 10 days of notice from the date of award of contract, a certificate(s) verifying current coverage of the above required insurance. Failure to furnish certificates will result in disqualification of contract. It is the contractor's responsibility to maintain this insurance coverage at all times. Failure to do so may result in cancellation of contract.

Paymode: Payments by state agencies using the Mississippi Accountability System for Government Information (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the 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.

E-Verification: If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 et seq. (1972, as amended). 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. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement by my subject Contractor to the following: (a) termination of this contract 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; (b) the loss of any license, permit, certification or other document granted to Contractor 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 cancellation/termination, Contractor 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.

Transparency: This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 et seq. (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 et seq. (1972, as amended). 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 Contractor 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.

Acknowledgment of Amendments: Contractors submitting bids 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 Specialized Treatment Facility by the time and at the place specified for receipt of bids.

Quality Control: The Contractor shall be completely responsible for satisfactorily managing and performing requirements in a timely and professional manner. The products under this contract shall be subject to review and approval by the Contract Administrator. The Program may use non-compliance as grounds to terminate the contract.

Minor deficiencies will be corrected within three (3) working days. If this schedule for corrections is not met, a formal complaint will be made to the Contractor. If a second complaint is necessary during any year (July 1 - June 30) or during the contract period, the Program may use said non-compliance as grounds to terminate the contract.

Stop Work Order: The procurement officer may, by written order to Contractor at any time, and without notice to any surety, required Contractor 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

the Contractor, 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, Contractor 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: cancel the stop work order; or, 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, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly if: the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and, Contractor 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 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.

Confidentiality: The Contractor may not discuss information about a resident with any person except when authorized and necessary for the continued treatment of that resident. A breach of confidentiality may be grounds to complete termination of this contract.

Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the Contract Administrator immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for the period equal to the duration of the delay caused by such events, unless the agency determines is to be in the best interest to terminate the agreement.

Health Insurance Portability and Accountability Act: The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is based upon the premise of protecting the privacy of the individually identifiable health information. STF complies with all federal and state privacy protection

laws and regulations. Protection of individually identifiable information is of paramount importance to this program.

This policy governs all individually identifiable information in any form including written, oral or electronic. The program is permitted to use or disclose protected health information in order to carry out treatment, payment or healthcare operations pursuant to and in compliance with HIPAA regulations. Maintaining confidentiality of information about individuals served through our program is an important aspect of any program's integrity. Violations of HIPAA provisions may result in disciplinary action, including termination of contract and possible criminal prosecution.

Safety: The maintenance of a safe environment for the residents, staff, visitors and Contractor is of prime concern to Specialized Treatment Facility. The Contractor will insure that all equipment is used in a safe manner as recommended by manufacturer and the best practices of the discipline.

SECTION IV – INSTRUCTIONS AND SPECIAL CONDITIONS

Include: pharmaceutical purchasing, medical order processing, labeling, packaging (blister packs), on-site inspection of medication room, and delivery to the program location for dispensing by Specialized Treatment Facility medical/nursing staff.

Management data and reports qualifying medications ordered, processed, delivered and disposed will be available to STF as requested.

All products will be sufficient to meet the patient's needs and are in accordance with all legal requirements, both state and federal.

1. Must be able to provide 24 hour/365 day per year on-call availability to fill prescription medications.
2. Must be able to deliver medication seven (7) days per week.
3. At least once per day medication deliveries.
4. Stat medications must be delivered within one hour of order.
5. Must carry extensive stock of injectables (Haldol, Geodon, Rocephin, Ativan).
6. Must be able to blister-pack all medications.
7. Must supply medications packaged separately for passes in addition to routine medications.
8. Must provide fourteen (14) day supply of all medications within 24 hours of a "named storm".
9. Must be able to support Emergency Medication Kits regulations and replace out of date medication with proper quantities.
10. In terms of payment, Contractor must agree to invoice (via receipt) STF for costs of medications and related supplies not covered by the resident's Medicaid, Medicare and/or private insurance.

11. Must provide consultation on all aspects of the provision of pharmacy services in the facility.
12. Establish a system of records of receipt and disposition of all controlled drugs in sufficient detail to enable an accurate reconciliation.
13. Must provide on-site pharmacy (medication room) inspections on a monthly basis to determine that drug records are in order and that an account of all controlled drugs is maintained and periodically reconciled.
14. Pharmacist must submit a written report at least monthly to the CEO of the status of the performance of nursing personnel and any discrepancies noted in record keeping.
15. Prior to bid submission, must register to be a state vendor through the Mississippi Management & Reporting System website at <http://www.mmrs.state.ms.us>.

SECTION V – INSTRUCTIONS FOR BIDS

SCHEDULE:

The schedule and dates below are subject to change. The dates below are intended to provide an estimated timeframe for receipt of bids and the selection process:

Advertisement:	March 18 th , 2016 & March 25 th , 2016
Deadline for Receipt of Bids:	April 8 th , 2016, 1:00 pm
Review of Bids:	April 8 th , 2016, 1:30 pm Administration Building Conference Room 14426 James Bond Road Gulfport, Mississippi 39503
Final Selection:	April 15 th , 2016

CLARIFICATION:

All requests for additional information related to this Bid shall be directed in writing to:

Tanya Goolsby, Fiscal Services
Specialized Treatment Facility
14426 James Bond Road
Gulfport, Mississippi 39503
Email: tgoolsby@stf.state.ms.us

For emails, please input "Request for Bids-Pharmaceuticals" in the subject line.

DISQUALIFICATIONS AND REJECTIONS

Specialized Treatment Facility reserves the right to reject any and all bids. Reasons for rejecting a Bid include, but are not limited to:

- The Bid is not submitted at or by the specified time.
- The Bid fails to meet minimum, mandatory requirements.
- The Bid is incomplete or contains irregularities, which make the Bid indefinite or ambiguous.
- The Bid is not signed by the Owner/Authorized Agent.
- The Bid contains false or misleading information.
- The Bid ultimately fails to meet the announced requirements of the State in some material aspect.
- The Bid price is clearly unreasonable.

ADDENDA

Any addenda to the Bid Package issued before the time of Receipt of Bids shall be included in the Bid Package and become a part of the Bid Packet. The Official Bid Form will be modified with space to indicate the receipt of all Addenda; or, the Proposer may elect to print each Addendum, sign and date, and submit the signed and dated Addenda WITH the Bid.

SUBMITTAL

Bids must be delivered to the address indicated in the Advertisement. Bids shall be submitted in a sealed, opaque envelope. Bids submitted by E-Mail, Fax or any other method than that identified here will not be accepted. The following is an example of the envelope itself and how it should be addressed and labeled on the outside of the envelope:

Responder's Name
Physical Address

*TO: Tanya Goolsby, Fiscal Services
Specialized Treatment Facility
14426 James Bond Road
Gulfport, Mississippi 39503*

BID FOR PHARMACEUTICALS

NOTE: *Please be sure to label the bottom left-hand corner of the envelope as "Bid for Pharmaceuticals." Without this on the outside of the envelope, the Bidder risks the envelope being mistakenly opened with other mail.*

WITHDRAWAL OF BID

Bidder will be allowed to withdraw his/her bid prior to deadline. Should a Bidder wish to withdraw his/her bid once it has been submitted, the Bidder shall send a notice to: Tanya Goolsby, Fiscal Services, Specialized Treatment Facility, 14426 James Bond Road, Gulfport, MS 39503, requesting that the bid be withdrawn.

RECEIPT OF BIDS

Bids will be accepted through April 8, 2016, 1:00 pm. Bids will be opened publicly on April 8, 2016, 1:30 pm in the Administration Building Conference Room, 14426 James Bond Road, Gulfport, MS, in the presence of three (3) STF staff and bidders who are present. The name of each bidder and their respective bid will be recorded on a bid tabulation sheet.

AWARD

Award, if any, shall be made to the responsible Bidder whose Bid is determined to be the most advantageous to Specialized Treatment Facility and the State of Mississippi, taking into consideration price and compliance with the requirements and preferences in this invitation of bid.

A contract will be awarded to the pharmacy with:

1. The lowest Average Wholesale Price,
2. The ability to meet all delivery requirements,
3. The ability to meet dispensing/packaging requirements,
4. The pharmacy which will bill Medicaid, Medicare and Private Insurance Companies, and
5. The pharmacy which will bill STF via receipt for medication not covered by Medicaid, Medicare and Private Insurance companies.

If all bids are the same, the vendor with the lowest dispensing fee will be considered to be the lowest bidder.

CONTRACT

A contract or agreement must be signed by the contractor and designee of Specialized Treatment Facility to make the contract valid.