

Request for Proposal 13-X-22563

For: Consultant Pharmacist Services

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	September 21, 2012	5:00 PM
Mandatory/Optional Pre-Proposal Conference	Not Applicable	Not Applicable
Mandatory/Optional Site Visit	Not Applicable	Not Applicable
Proposal Submission Date (Refer to RFP Section 1.3.2 for more information.)	November 1, 2012	2:00 PM

Dates are subject to change. All changes will be reflected in addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside	Status	Category
	☒ Not Applicable	☐ I
	☐ Entire Contract	☐ II
	☐ Partial Contract	☐ III
	☐ Subcontracting Only	

RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agencies

State of New Jersey
Department of Human Services
Department of Military and Veterans Affairs
Trenton, New Jersey 08625

Date: September 5, 2012

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of Human Services (DHS) and the Department of Military and Veterans Affairs (DMAVA).

The purpose of this RFP is to solicit proposals for one (1) firm to provide consultant pharmacist services to State developmental center facilities, psychiatric hospitals, and veterans memorial homes, as required by federal and State laws, regulations, departmental policies, and currently accepted standards of practice.

The intent of this RFP is to award a contract to that responsible bidder whose proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term when deemed by the Director to be in the State's best interest.

The State of NJ Standard Terms and Conditions will apply to all contracts or purchase agreements made with the State. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

This is a reprocurement of the Pharmaceutical Services: Consultant Pharmacist Services term contract due to expire on November 30, 2012. Bidders interested in the current contract specifications and pricing information may review the current contract, T-0515, at <http://www.state.nj.us/treasury/purchase/pricelists.shtml>.

DHS provides consultant pharmacist services for fourteen (14) facilities: seven (7) developmental center facilities for the Division of Developmental Disabilities (DDD), four (4) psychiatric hospitals for the Division of Mental Health and Addiction Services (DMHAS), and three (3) veterans memorial homes for DMAVA. These fourteen (14) facilities have a combined client population of approximately 5,000 clients.

All pharmacy services for these clients are contracted through competitive bidding. Two (2) separate contracts, one (1) for pharmacy provider services and one (1) for consultant pharmacist services, are used to acquire these pharmacy services. Consultant pharmacist services for DDD, DMHAS, and DMAVA are processed for payment by DHS.

The seven (7) DDD facilities and three (3) DMAVA facilities use a fourteen-(14) day, bingo card system. The four (4) psychiatric hospitals use a twenty-four (24) hour unit dose system.

The services of a consultant pharmacist include monitoring the pharmacy provider's performance as well as monitoring pharmacy-related services provided by facility/hospital staff. The consultant pharmacist also regularly monitors client's charts. Results are to be included in the monthly report described further in RFP Section 3.0. The complete range of services to be provided by the consultant pharmacist is also described in RFP Section 3.0.

CENSUS by FACILITY/HOSPITAL

As of January 2012

Census numbers may not be consistent for the term of the contract.

<u>Total</u>	5,000
<u>Developmental Center Facilities (DDD)</u>	<u>2,500</u>
Green Brook Regional Center	100
Hunterdon Developmental Center	524
New Lisbon Developmental Center	411
North Jersey Developmental Center	368
Vineland Developmental Center	300
Woodbine Developmental Center	455
Woodbridge Developmental Center	342
<u>Psychiatric Hospitals (DMHAS)</u>	<u>1,650</u>
Ancora Psychiatric Hospital	500
Forensic Psychiatric Hospital	200
Greystone Park Psychiatric Hospital	500
Trenton Psychiatric Hospital	450
<u>Veterans Memorial Homes (DMAVA)</u>	<u>950</u>
Memorial Home at Menlo Park	310
Memorial Home at Paramus	330
Memorial Home at Vineland	310

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Division will electronically accept questions and inquiries from all potential bidders via the web at <http://ebid.nj.gov/QA.aspx>.

Questions regarding the RFP should be asked in consecutive order following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates. Questions relating to the New Jersey Standard Terms and Conditions should also be asked during this time period and should not be submitted with the proposal.

Bidders must not contact the Using Agency directly, in person, by telephone, or by e-mail, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Division's website after the cut-off date. (RFP Section 1.4.1 contains further information.)

1.3.2 SUBMISSION OF PROPOSAL

In order to be considered for award, the proposal must be received by the Procurement Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE**

REJECTED. THE DATE AND TIME ARE INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:

Proposal Receiving Room, 9th Floor
Procurement Bureau
Division of Purchase and Property
Department of the Treasury
33 West State Street, P.O. Box 230
Trenton, NJ 08625-0230

Directions to the Division are available on the web at <http://www.state.nj.us/treasury/purchase/directions.shtml>.

Bidders using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Procurement Bureau.

Procedural inquiries concerning this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address also may be used to submit requests to review proposal documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://eBid.nj.gov/QA.aspx>.

1.3.3 ELECTRONIC BIDDING (EBID)

The Division announces an electronic procurement modernization process that provides the bidder the opportunity to electronically submit its proposal. A new electronic bidding, eBid, application is available to bidders to promote an easier, more efficient method to submit proposals.

Online electronic bid training for the eBid process is available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. The bidder is strongly encouraged to use the on-line training session before attempting to submit an eBid. It is the bidder's responsibility to ensure that the eBid has been properly submitted.

1.3.4 MANDATORY/OPTIONAL SITE VISIT

Not applicable to this procurement.

1.3.5 MANDATORY/OPTIONAL PRE-PROPOSAL CONFERENCE

Not applicable to this procurement.

1.3.6 PRE-PROPOSAL DOCUMENT REVIEW

Not applicable to this procurement.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

If it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, THE BIDDER MUST SELECT THE PROPOSAL NUMBER ON THE WEB PAGE AT <http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

There are no designated dates for release of addenda. Interested bidders should check the Division's "Bidding Opportunities" website on a daily basis from time of RFP issuance through the proposal submission opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a proposal in response to this RFP.

1.4.4 CONTENTS OF PROPOSAL

Each bidder's proposal can be released to the public during the protest period established pursuant to N.J.A.C. 17:12-3.3, or under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) or the common law right to know. As provided in N.J.A.C. 17:12-1.2(b): Subsequent to the proposal submission opening, all information submitted by bidders in response to a bid solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a bidder, except as may be exempted from public disclosure by OPRA and the common law.

Proprietary and/or confidential information in a proposal will be redacted by the State. A bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the bidder has a good faith legal and or factual basis for such assertion. The State reserves the right to make the determination as to what is proprietary or confidential and will advise the bidder accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder to designate its entire proposal as proprietary, confidential, and/or to claim copyright protection for its entire proposal.** In the event of any challenge to the bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

1.4.5 PROPOSAL SUBMISSION

On the date and time proposals are due under the RFP, all information concerning the proposals submitted may be publicly announced, and those proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the bidders submitting proposals will be announced, and the contents of the proposals shall remain proprietary and/or confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION IN HARD COPY PROPOSALS

Proposal prices must be typed or written in ink. Any price change, including white-outs on hard copies, must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.7 PROPOSAL ERRORS

In accordance with N.J.A.C. 17:12-2.11, Proposal Errors, a bidder may withdraw its proposal as described below.

A bidder may request that its proposal be withdrawn prior to the proposal submission opening. Such request must be made, in writing, to the Supervisor of the Procurement Receiving Unit. If the request is granted, the bidder may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal submission and at the place specified.

If, after the proposal submission opening but before contract award, a bidder discovers an error in its proposal, the bidder may make a written request to the Supervisor of the Procurement Receiving Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. After the proposal submission opening, while pursuant to the provisions of this section, a bidder may request to withdraw its proposal, and the Director may, in her discretion, allow the bidder to withdraw it. The Division also may take notice of repeated or unusual requests to withdraw by a bidder and take those prior requests to withdraw into consideration when evaluating the bidder's future bids or proposals.

All proposal withdrawal requests must include the proposal identification number and the final proposal submission date and be sent to the following address:

Department of the Treasury
Procurement Bureau
P.O. Box 230
33 West State Street, 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Procurement Receiving Unit

If during a proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five (5) business days after receipt of the notice to confirm its pricing. If the bidder fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the proposal, the Director may seek clarification from the bidder to ascertain the true intent of the proposal.

1.4.8 JOINT VENTURE

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. Each party comprising the joint venture must also possess a valid Business Registration Certificate issued by the Department of Treasury, Division of Revenue prior to the award of a contract. Refer to Section 4.4.2.1 of this RFP.

1.4.9 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for its bidders. For states having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information as it deems appropriate to supplement the stated survey information.

The bidder may submit information related to preference practices enacted for a local entity outside the State. This information may be submitted in writing as part of the proposal response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to bidder, etc. It is the responsibility of the bidder to provide documentation with the proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public proposal submission date. Written evidence for a specific procurement that is not provided to the Director within five (5) working days of the public proposal submission date will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS

The Director's right to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17:12-2.2, which defines causes for automatic bid rejection, applies to all proposals. In addition, pursuant to N.J.S.A. 52:34-12(a) and N.J.S.A. 52:18A-19, the Director retains the right to reject all bids if it is in the public interest.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum – Written clarification or revision to this RFP issued by the Division of Purchase and Property.

All-Inclusive Hourly Rate – A rate comprised of all direct and indirect costs including, but not limited to overhead, fee or profit, clerical support, travel expenses, safety equipment, materials, supplies, managerial support, and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder – An individual or business entity submitting a proposal in response to this RFP.

Contract – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

Contractor – The bidder awarded a contract resulting from this RFP.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State.

Division – The Division of Purchase and Property.

Evaluation Committee – A committee established by the Director to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the Director.

Firm, Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of the using agencies as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

Small Business – Pursuant to N.J.A.C. 17:13-1.2, small business means a business that meets the requirements and definitions of small business and has applied for and been approved by the New Jersey Division of Revenue, Small Business Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State, and (iii) has 100 or fewer full-time employees, and has gross revenues falling in one (1) of the three (3) following categories, (A) 0 to \$500,000 (Category I), (B) \$500,001 to \$5,000,000 (Category II), and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

State – State of New Jersey.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work, as set forth in Section 8.0.

Subtasks – Detailed activities that comprise the actual performance of a task.

Subcontractor – An entity having an arrangement with a State contractor, whereby the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all the contractor's obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Task – A discrete unit of work to be performed.

Transaction - The payment or remuneration to the contractor for services rendered or products provided to the State pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm, fixed price, commission payments, progress payments, and contingency payments.

Using Agency(ies) – The entity(ies) for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT-SPECIFIC DEFINITIONS

Capitation Rate Per Client Per Day – A fixed rate based on the final rates bid and awarded that includes all services and administration required under this contract.

Chief Executive Officer (CEO) – The CEO for the respective facility/hospital; DDD, DMHAS or DMAVA.

Consultant Pharmacist – A licensed pharmacist with certification as a consultant pharmacist to provide a broad spectrum of administrative and clinical services in a wide variety of care environments.

Contract Implementation Date – The date by which the contractor shall have all three (3) facilities/hospitals (DDD, DMHAS and DMAVA) fully staffed with consultant pharmacists.

Director of Nursing – Director of Nursing for the respective facility/hospital; DDD, DMHAS or DMAVA.

Intermediate Care Facility (ICF) – Applies to only some of the DDD population. The *Code of Federal Regulations* (4-1-93 edition) defines an ICF as "a proprietary facility or a facility of a private nonprofit corporation or association licensed or regulated by the State...for the accommodation of persons, who, because of incapacitating infirmities, require minimum but

continuous care but are not in need of continuous medical or nursing services.” The term also includes additional facilities for the nonresident care of elderly individuals and others who are able to live independently.

Intermediate Care Facility for Persons with Mental Retardation (ICF/MR) – Applies to only some of the DDD population. This type of facility is defined in 1905(d) of the *Social Security Act* and in 42 *Code of Federal Regulations* 435.1009.

Medical Director – The Medical Director for the respective facility/hospital; DDD, DMHAS or DMAVA.

Unnecessary medication – According to the Omnibus Budget Reconciliation Act of 1987, this is any drug when used:

- a) In excessive doses (including duplicate therapy);
- b) For excessive duration;
- c) Without adequate monitoring;
- d) Without adequate indications for its use;
- e) In the presence of adverse consequences which indicate the dose should be reduced or discontinued; and
- f) Any combination of the reasons above.

3.0 SCOPE OF WORK

3.1 GENERAL

- A. The contractor shall provide consultant pharmacists and shall provide consultant pharmacist services for each type of facility/hospital in accordance with all applicable laws and regulations, including, but not limited to:
- 1) Federal;
 - 2) State;
 - 3) The Joint Commission (formerly the Joint Commission for the Accreditation of Health Care Organizations (JCAHO));
 - 4) Department of Health and Senior Services (DHSS);
 - 5) Centers for Medicare and Medicaid Services (CMS);
 - 6) U.S. Department of Veterans Affairs (VA);
 - 7) Health Insurance Portability and Accountability Act (HIPAA) privacy regulations in a psychiatric hospital, intermediate care facility-mental retardation (ICF/MR) facility, skilled nursing facility, and other units within a facility/hospital; and
 - 8) Medicaid.

- B. The contractor shall provide a minimum of one (1) full time consultant pharmacist, seven (7) hours per day, five (5) days per week, (thirty-five (35) hours per week) per three hundred (300) clients/residents; with an exception for Green Brook Regional Center where the contractor shall provide a consultant pharmacist twelve (12) hours per week.

Included in this calculation is the time that the consultant pharmacist devotes to preparation of reports, tabulating statistics, attending committee meetings, and all other services required in this contract. Not included in this calculation are travel time to and from facilities/hospitals, personal time, lunch time, vacation, and holidays, none of which shall be reimbursed.

- C. State institutions shall provide the consultant pharmacist a working area, including at least one (1) desk, one (1) chair, one (1) phone, and adequate lighting and ventilation for each required consultant pharmacist on site.
- D. The contractor shall supply each consultant pharmacist with a notebook/laptop computer. The use of notebook/laptop computers is a requirement in order to maintain communication, follow-ups, and outcomes among physicians, nurses, the pharmacy provider, the State Contract Manager, and the Office of Program Improvement and Accountability within DHS. All electronic equipment shall be compatible with Microsoft Excel and Microsoft Access used by DHS and DMAVA, and also shall be compatible, at the contractor's expense, with the software of the pharmacy services provider. This equipment must be virus protected at all times during the term of the contract. All equipment or supplies necessary to accomplish the requirements of the contract shall be at the contractor's expense.

- E. Implementation – Timing and Capitation

This contract provides time for the contractor to become fully staffed and operational. This time period is referred to as the implementation period, which varies by facility/hospital and is described below. During the implementation period, capitation payments shall be based on the number of clients reviewed by each consultant pharmacist.

The contractor shall have facilities/hospitals fully staffed with consultant pharmacists within the following maximum implementation periods:

1) Veterans Memorial Homes (DMAVA):

The three (3) memorial homes shall be fully staffed and operational to provide the consulting pharmacist services required under this RFP thirty (30) days after the award of the contract;

2) Division of Developmental Disability (DDD):

The seven (7) developmental center facilities shall be fully staffed and operational to provide consulting pharmacy services required under this RFP sixty (60) days after the award of contract; and

3) Psychiatric Hospitals (DMHAS):

The four (4) psychiatric hospitals shall be fully staffed and operational to provide the consulting pharmacist services required under this RFP ninety (90) days after the award of the contract.

F. During each facility/hospital's implementation period, the contractor shall provide the State Contract Manager every Monday with a written progress report describing in detail the progress made regarding consulting services as well as any problems encountered and solutions to the problems encountered.

G. Following the implementation period at each facility/hospital, and for the term of the contract thereafter, written reports from the contractor to the State Contract Manager shall be required by the fifteenth (15th) working day of each month and shall include:

- 1) A narrative describing problems or opportunities encountered, the method used to solve these problems or initiate these opportunities, work accomplished, and any outcomes; and
- 2) A list of services under the contract that are required but not performed, with a full explanation of why the contractor failed to meet the schedule and the contractor's detailed plans to overcome the problems as well as to preclude their recurrence.

Copies of the monthly reports shall be furnished via e-mail to the following:

- 1) Chief Executive Officer (CEO);
- 2) Medical Director;
- 3) Director of Nursing;
- 4) State Contract Manager;
- 5) Director of Quality Improvement; and
- 6) Respective Directors of State departments and divisions.

One (1) summary report of no more than one thousand (1,000) words shall be furnished to the Director of DMHAS and the State Contract Manager via e-mail ninety (90) days following the contract implementation date for the full term of the contract.

3.2 CONTRACTOR PERSONNEL

3.2.1 CONSULTANT PHARMACIST

- A. The contractor shall provide immediate proof to the State Contract Manager that each consultant pharmacist is a registered pharmacist possessing a current, valid license from the State Board of Pharmacy.
- B. The contractor shall provide proof to the State Contract Manager within six (6) months of contract award that each consultant pharmacist is a certified consultant pharmacist by the Joint Board of Consultant Pharmacists. Consultant pharmacists hired after contract award shall have six (6) months from the date of hire to acquire certification.
- C. The contractor shall submit all personnel changes to the State Contract Manager and the facility/hospital medical director at least twenty-four (24) hours before a new employee reports for work at a State facility/hospital.
- D. The contractor shall provide an identification badge for each consultant pharmacist showing the consultant pharmacist's photograph, signature, and the name of the contractor's firm. The badge shall be sealed in plastic and be able to be attached to outside clothing worn by the consultant pharmacist, in accordance with each facility/hospital's policy.
- E. The consultant pharmacist shall perform all services primarily between the hours of 7 AM to 7 PM daily, Monday through Friday as noted in Section 3.1, B. A monthly schedule of hours to be worked shall be posted on the wall outside of the consultant pharmacist's office, and sent to the State Contract Manager for information. Any changes must be approved by the State Contract Manager before they occur. Some night and/or weekend work may be required on an as needed basis and will be established at each facility/hospital with the approval of the State Contract Manager.
- F. A daily sign in time log shall be maintained at each facility/hospital indicating the actual hours each consultant pharmacist works on-site at each facility/hospital. The consultant pharmacist shall list time in and time out on a daily basis, including time in and out for lunch breaks. If a lunch break is taken, this break must be stated on each day's record. Time sheets shall be submitted to the State Contract Manager within fifteen (15) business days after the end of each calendar month.
- G. Neither the contractor nor consultant pharmacist shall publish, permit to be published, distribute for public consumption, or discuss with any unauthorized person or persons any information, oral or written, concerning a client/resident and/or a facility/hospital regarding health conditions, treatments, methods or procedures, or any other information derived as a result of the contract services, unless a written release is provided by the State Contract Manager, a facility/hospital's departmental medical director, the legal department of DHS and the Director. All reports, database documents, studies, and other information shall remain the property of the State.
- H. All consultant pharmacists shall possess and carry a working cell phone while in a State facility/hospital, so that they can immediately respond to inquiries. Cell phone numbers shall be provided by the contractor to the State Contract Manager and the following staff of the facility/hospital: CEO, Medical Director, and Director of Nursing.

3.2.2 ALL PERSONNEL

- A. All the contractor's personnel shall be physically able to do their assigned work and shall, to the best of the contractor's knowledge, be free from any communicable disease and/or substance dependence. The contractor shall perform substance abuse testing and communicable disease testing, such as for tuberculosis, of its employees, and the results shall be sent to the State Contract Manager within thirty (30) days of contract award. The contractor must comply with testing for new employees within (30) days of hire.
- B. All the contractor's personnel must observe all regulations in effect at each facility/hospital. While on State property, the contractor's personnel shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State. The contractor or its personnel shall not represent themselves as employees of the State. Wearing a badge required by the facility/hospital shall not be construed to be representation as an employee of the State.
- C. The State Contract Manager may request the contractor to remove from a State facility/hospital any employee who is determined to be incompetent, is prone to excessive tardiness, exhibits excessive absenteeism, is convicted of theft, or for any other reason that is deemed necessary and appropriate for the protection of the clients/residents.
- D. The entire contractor's staff at each facility/hospital, which includes the Department of Developmentally Disabled (DDD), the Department of Military and Veterans Affairs (DMAVA) and the Department of Mental Health and Addiction Services (DMHAS), shall be fingerprinted, and the results of the fingerprinting shall be sent to the respective Director of the department or division. If any security violations are reported that involve the contractor's personnel, the individual involved must be approved by the State Contract Manager prior to being allowed to work. The State Contract Manager retains the right to deny access to any facility/hospital to any of the consultant's personnel whose credentials and experiences do not meet the requirements of this contract. The contractor shall bear all expenses for fingerprinting (approximately \$41.00 per applicant) and an annual record review of fingerprinted employees to ensure that records are up to date.
- E. The contractor shall require all its employees to dress professionally during the time they are at the facility/hospital.
- F. The contractor shall require its employees to comply with all instructions issued by DHS and DMAVA pertaining to conduct and building regulations including reporting abuse, neglect, mistreatment, and misconduct.
- G. For each facility/hospital, the contractor shall provide the name and home (or cell) phone number for at least one (1) consultant pharmacist and one (1) supervisor to the CEO and the Medical Director of each respective facility/hospital and to the State Contract Manager.

3.3 CONSULTANT PHARMACIST DUTIES

During the performance of the contract, the consultant pharmacist shall furnish and/or perform the following:

- A. Draft or assist in drafting of, and enforce written policies and procedures as required and approved by the facility/hospital's Pharmacy and Therapeutics (P&T) Committee and Central P&T Committee by monitoring compliance to ensure the safety, storage, administration, control, and accountability of medication. The consultant pharmacist shall participate in the

total review on at least an annual basis;

- B. Monitor facility/hospital personnel in removing all discontinued medications from the facility/hospital's nursing stations and return them to the on-site pharmacy for credit or disposal, as appropriate. The consultant pharmacist shall have an active role in identifying excessive waste/destruction of drugs and make recommendations for improving the present system and include such in the monthly report described in this Section 3.0;
- C. Develop and implement effective monitoring procedures for reporting and investigating drug discrepancies dispensed by provider pharmacists. The consultant pharmacist shall continue to follow up any specific drug discrepancy issue until the issue is resolved to the satisfaction of the State Contract Manager;
- D. Furnish a monthly written report no later than the 15th of the subsequent month to the Director of Nursing, CEO, Medical Director, State Contract Manager and any other designated person in the respective facility/hospital concerning the status of the facility/hospital's pharmaceutical services including, but not limited to:
 - 1) An evaluation of the nursing staff's performance in the transcription, administration, and charting of medications, including a nursing station review that encompasses the monitoring of unnecessary use of backup medication;
 - 2) An evaluation of the provider pharmacy's performance with respect to the dispensing of medications and the overall quality of the drug distribution system including:
 - a) Recommending generic substitutions where possible and permitted by law;
 - b) Identifying waste of medications, excessive filling of orders, and outdated medications;
 - c) Performing medication audits when requested under the direct supervision of the State Contract Manager;
 - d) Using child-proof caps in leave-of-absence, vacation or discharge prescriptions; and
 - e) Ensuring timely delivery of medications;
 - 3) An evaluation of the medical staff with respect to appropriate prescribing, such as:
 - a) Prescribing of generics and brand name medications;
 - b) Recommending alternative dosage forms for clients when appropriate;
 - c) In-service training in pharmacoeconomics;
 - d) Identifying the use of unnecessary medications;
 - e) Recommending therapeutic interchange of medications when appropriate;
 - f) Monitoring proper writing of complete medication orders;
 - g) Ensuring the rational and appropriate prescribing and monitoring of drug therapy;
 - h) Identifying duplicate drug therapy;
 - i) Ensuring that pre-printed physician order sheets are updated for all current orders prior to signing;
 - j) Ensuring that medication doses/dosing schedule does not exceed the manufacturer's recommended dose/dosing schedule without justification; and
 - 4) A list of the outcomes of the problems identified in 1), 2), and 3) above, including the specific actions, policy changes, and cost savings that were initiated by the facilities resulting from the consultant pharmacist's input;

- E. Participate in establishing and monitoring policies and procedures as well as quality indicators for a comprehensive quality improvement/assurance program;
- F. Participate in facility-specific projects that are requested by the Medical Directors, including but not limited to, facility/hospital formularies and specific projects relating to disease and drug therapy and their outcomes;
- G. Conduct an inspection every thirty (30) days of each nursing station and submit a report of the findings to the Director of Nursing, CEO, Medical Director, State Contract Manager and any other designated person in the respective facility/hospital no later than the 15th day of the subsequent month. This inspection shall ensure, but not be limited to, that the:
 - 1) Room temperature is between 68-77°F;
 - 2) Medication refrigerator is between 36-46°F;
 - 3) Contents of the emergency kit are current;
 - 4) Security is sufficient to prevent unauthorized access to medication;
 - 5) Room is neat and clean;
 - 6) Drug cart, cassettes, and client medication bins are clean and have no mechanical defect;
 - 7) No outdated medication is available;
 - 8) Internal, external, otic, and ophthalmic medications are each stored separately;
 - 9) Controlled dangerous substances are under double lock and declining inventory sheets are correct and complete;
 - 10) Only thermolabile medications and liquid medications are stored in a refrigerator;
 - 11) Medication labels are up-to date, clean, and legible;
 - 12) Hypodermic syringe and needle inventories are accurate and the declining inventory sheets are signed by two (2) nurses at every shift change or as stated by facility/hospital policy and procedure directive; and
 - 13) Availability of reference material includes, but is not limited to:
 - a) Current facility/hospital pharmacy policies and procedure manuals;
 - b) Current Physicians' Desk Reference or other acceptable references as the facility/hospital chooses;
 - c) Metric - Apothecary Equivalency Chart;
 - d) Poison Control Center telephone number;
 - e) Chart of approved abbreviations and acronyms;
 - f) A list of "Do Not Use" abbreviations;
 - g) Copy of poison antidote chart;
 - h) Posted chart with look-alike and sound-alike drug names;
 - i) A list of authorized prescribers; and
 - j) Any other reference material the facility/hospital may choose to use or that the pharmacy laws and/or regulations require;
- H. Develop a standardized monitoring and reporting procedure for quality assurance indicators for pharmacy services, including standard definitions and evaluation procedures in concert with the State Contract Manager and the facility/hospital's P&T Committees. The consultant pharmacist shall attend every local P&T Committee meeting;
- I. Prepare an individual pharmacy habilitation plan for developmentally disabled clients who are on anti-psychotic and/or mood stabilizer medications in ICF/MR State facilities;
- J. Attend psychotropic medication review committee meetings, treatment team reviews (DMHAS), or team review meetings (DDD) when necessary, as requested by the team leader at each facility/hospital;

- K. Complete a Suspected Adverse Drug Reaction Form, forward it to the prescribing physician and provider pharmacy, and take the Form to the next local P&T meeting if the consultant pharmacist identifies a suspected adverse drug reaction during the monthly medication review;
- L. Review every new client admission (Monday through Friday) within forty-eight (48) hours except in Green Brook Regional Center; and
- M. Identify unusual issues or incidents relating to drug therapy in all facilities/hospitals and forward them to the State Contract Manager.

3.4 ADMINISTRATION OF MEDICATION

Specific points shall be reviewed by the consultant pharmacist during the monitoring of records and performance. The consultant pharmacist shall ensure that, at a minimum:

- A. Medications are administered only by authorized personnel;
- B. Medications are prepared as they are administered (not pre-poured). If pre-poured medications are found, this occurrence shall be immediately reported to the Director of Nursing and shall be documented and reported in the monthly report;
- C. The client is properly identified with two (2) forms of identification before administration of a medication;
- D. Medications are checked against the Medication Administration Record (MAR) before they are administered;
- E. Medications are charted as they are administered;
- F. All required vital signs (blood pressure, pulse rate, etc.) are taken before administration, where indicated, and recorded;
- G. Non-unit dose medications are properly measured and prepared before administration (e.g., concentrates);
- H. Medications are not indiscriminately crushed or opened;
- I. The nurse or designated person stays with the client until the medication is swallowed to ensure that it is ingested;
- J. Medications are not left in a client's room or elsewhere unless ordered by the physician;
- K. Medication dispensed for one client is not given to another client;
- L. The physician order sheets and medication administration records were verified for accuracy;
- M. Each medication administration record has the name of the drug, including generic and brand name, strength, dosage, dosage form, frequency, and times of administration indicated and that any special instructions prescribed by the physician or cautionary statements are included;
- N. The full signature and initials of all licensed nurses who administer medication in that unit are

entered in the required area on the medication administration record;

- O. The client's full name, location, allergies, the physician's name, diagnosis, source of medical insurance coverage, and other information are entered on the physician order sheet and on the medication administration record;
- P. Medication orders are sent to the pharmacy in a timely fashion; and
- Q. Correct nursing technique, such as hand washing and administration of medication to correct patient, is observed when medications are being administered.

3.5 DOCUMENTATION OF ADMINISTRATION OF MEDICATION

Specific points shall be reviewed by the consultant pharmacist during the monitoring of records and performance. The consultant pharmacist shall ensure that, at a minimum:

- A. There is a current physician's order on the client's chart for all medications dispensed;
- B. Each non-unit dose container is labeled with the client's full name, the prescribing physician's name, prescription number, the name, strength, and quantity of drug dispensed, date of issue, the lot number, expiration date of the drug, the name, address, and telephone number of issuing pharmacy, and the dispensing pharmacist's name;
- C. Each unit dose package is labeled with the generic and brand name (if one exists) and strength of the drug, manufacturer, lot number, and expiration date and that the cassette medication drawer containing the unit dose drugs is identified with the client's names;
- D. Appropriate accessory and cautionary statements are included for medications dispensed on the medication administration record;
- E. Generic substitution occurs, as applicable;
- F. Twenty-four (24) hour unit dose medications are dispensed in psychiatric hospitals, and fourteen (14) days of bingo card medications are dispensed in developmental centers and veterans memorial homes;
- G. Medications requiring a fractional dose, such as half a tablet, are labeled as such;
- H. Outdated medications are not dispensed and are removed from the nursing area;
- I. A declining inventory sheet to ensure that all non-unit and unit dose controlled medications (e.g. injectables and bingo cards) are accurate and accounted for;
- J. The inventory of non-unit and unit dose controlled medications is verified and a record is signed by both incoming and outgoing licensed nurses at the termination of each nurse's work shift;
- K. All administered doses of non-unit dose and unit dose controlled medications are charted by the nurse on both the declining inventory sheet and the medication administration record;
- L. Controlled drugs kept in back-up supply are accounted for and the appropriate records maintained;
- M. Discrepancies of controlled drugs found by the consultant pharmacist are listed on the

appropriate form and immediately reported to the Director of Nursing;

- N. An evaluation is conducted to discover the reasons why PRN (pro re nata) (take as needed) medications are not being administered and that recommendations are made to discontinue those PRN medications if the evaluation so indicates;
- O. Drug regimen reviews of clients receiving more than one medication of the same pharmacological category are conducted and recommendations are made for the reduction of polypharmacy;
- P. Chart reviews include monitoring the client's drug regimen, including antipsychotic drug polypharmacy, and drug therapy are in compliance with guidelines established by DMHAS within DHS in psychiatric hospitals and that chart reviews are conducted within DDD and DMAVA facilities following their respective Divisional regulations and standards;
- Q. For consistency, standardized worksheets are used in all four (4) psychiatric hospitals and that in the client's progress notes, the pharmacist writes or stamps "Chart Reviewed" and includes his/her name and the date of the review;
- R. In cooperation with the medical staff, prescribing guidelines are established for medications that potentially may be overused;
- S. The average number of medications per client per month is calculated, including non-prescription (over-the-counter (OTC)) medications;
- T. The cleanliness of client trays, cassettes, and medication carts is reviewed;
- U. As a quality assurance measure, the routine maintenance of the back-up supply, which is the responsibility of the provider pharmacy, is monitored;
- V. Participation occurs with the facility/hospital's staff in establishing and monitoring procedures for reporting and investigating alleged drug discrepancies; and
- W. There is a valid diagnosis and a complete medication order noted with every drug order and that all diagnoses are entered on the physician's order sheet and on the medication administration record.

3.6 COMPLIANCE AND OVERSIGHT

The consultant pharmacist shall perform, at a minimum, the following services to ensure compliance with all federal and State laws and regulations as well as facility/hospital policies and procedures:

- A. Review each client's drug regimen (chart) monthly (every thirty (30) days) in veterans homes, intermediate care facilities for the mentally retarded (ICF/MR), non ICF/MR, and psychiatric hospitals. Chart reviews may be changed from monthly (30 days) to sixty (60) or even ninety (90) days, but only with the written approval of the State Contract Manager. Should a change in required timing for chart reviews take place, the number of pharmacists will remain at one (1) full time employee per three-hundred (300) clients. The chart review shall include, but not be limited to, checking for possible adverse drug-drug, drug-diet, and drug-lab test interactions, and the appropriateness of medication ordered based on diagnosis, allergies, and idiosyncrasies, including recommendations to correct these problems;
- B. Document findings in the appropriate consultant pharmacist notes and discuss them with the

nurse on duty or with the prescriber when appropriate;

- C. Ensure that medication records are accurate and up-to-date and that a record of all controlled substances is maintained and reconciled in compliance with federal and State laws and regulations as well as agency policies and procedures;
- D. Ensure that all medications are dispensed and administered in accordance with the prescriber's orders and consistent with complete medication orders;
- E. Document all findings and recommendations on the monthly progress report no later than the 15th day of the subsequent month, as appropriate;
- F. Provide documentation describing the techniques used to monitor the medication administration process. This monitoring shall include an actual observation of the nurse as medications are being administered. This monitoring also shall comprise a random sample of ten (10) percent of the facility/hospital's client census in veterans homes and Green Brook and five (5) percent in all other facilities/hospitals;
- G. Meet all other responsibilities of a qualified consultant pharmacist as set forth in all federal or State laws, statutes, DMHAS practice guidelines or regulations as enacted or as may be enacted or amended consistent with a manner that improves the quality of client care;
- H. Monitor, analyze and report upon the performance of the contractor under the term contract for pharmacy provider services (T0472); and
- I. Interact with the provider of pharmacy services in a professional manner to improve the quality of client care.

3.7 PARTICIPATION IN MEETINGS, TRAINING, AND STUDIES

- A. The consultant pharmacist shall serve as a member of the facility/hospital's P&T Committee and Infection Control Committee. The consultant pharmacist shall attend the psychotropic medication meeting, individual habilitation plan meeting (which may include non ICF/MR clients), and other pertinent meetings as approved by the State Contract Manager;
- B. The contractor shall provide in-service and/or training programs in cooperation with the Medical and Nursing Directors for their staffs on a quarterly basis or more frequently when requested by the specific facility/hospital's Medical or Nursing Directors. The State Contract Manager shall be notified regarding selected topics and frequency of training. In-service programs shall be documented with a list of attendees that shall be sent to the Director of Staff Development and State Contract Manager. Topics shall include, but not be limited to, new concepts in medication therapy, polypharmacy, drug incompatibilities, pharmacology of new drugs, drug interactions, pharmacoeconomics, use of unnecessary medication, and any other pharmacy issues and topics;
- C. The contractor shall meet with the State Contract Manager and the pharmacy provider(s) to resolve issues on an as-needed basis;
- D. The consultant pharmacist shall participate in quarterly meetings of the DHS Central Pharmacy and Therapeutics Committee;
- E. The consultant pharmacist shall participate in special projects or studies established by DHS, Central Pharmacy and Therapeutics Committee, or State Contract Manager to address specific pharmacy issues such as drug utilization evaluation (DUE), use of non-formulary

drugs, use of unnecessary drugs, and the use of generic vs. brand name drugs. Small scale performance indicator measures that are specific to a facility/hospital regarding a topic that the facility/hospital requests may be performed upon written approval of the State Contract Manager; and

- F. As requested, the consultant pharmacist may assist the State psychiatrist and/or consultant psychiatrist in the psychiatric evaluation of clients with the approval of the State Contract Manager.

3.8 IDENTIFICATION OF PROBLEMS

The contractor shall establish and submit, on a monthly basis, a progress report for each facility/hospital. As previously referenced in Section 3.3 D, Section 3.3 G and Section 3.6 E, this monthly report shall be submitted no later than the 15th day of the subsequent month. The monthly report shall state, at a minimum, the following information, though the State Contract Manager reserves the right to reduce the schedule as deemed necessary:

- A. Identification of specific problems associated with medications in the facility/hospital; a description of the progress made during the month which includes problems encountered and resolved, the approach, the method of solution, and the work accomplished; and identification of specific problems associated with medications in the facility/hospital, such as:
- 1) The number of clients who receive brand medication when a generic is available;
 - 2) The number of clients who receive medication without a medical diagnosis or indication for use;
 - 3) The number of clients who receive unnecessary medication;
 - 4) The average number of medications per client per month, including PRN medications;
 - 5) The number and description of suspected adverse drug reactions per month;
 - 6) Monitoring of laboratory prescribing and results as per each facility/hospital's Policy and Procedure Manual of divisional or departmental directives;
 - 7) The number of clients who receive polypharmacy without any comments or plans for reduction; and
 - 8) The number of monthly medication errors and discrepancies.

All unresolved monthly findings noted above shall be reported and highlighted in a separate section until resolved;

- B. Identification of any medication related problem and description of the correction(s) recommended by the consultant pharmacist;
- C. Monthly benchmark indicators, established by the central P&T Committee, require a random sample of ten (10) percent of the total population at each facility/hospital in veterans homes and Green Brook and five (5) percent in all other facilities/hospitals;
- D. Results of a monthly random sampling for discrepancies. The sample must represent at least ten (10) percent of the cassettes at each facility/hospital, and address:
- 1) Missing medications;
 - 2) New orders not dispensed within twenty-four (24) hours;
 - 3) Incorrect medications;
 - 4) Incorrect dosage strength;
 - 5) Incorrect dosage form;
 - 6) Excess medication sent;
 - 7) Discontinued medication sent;

- 8) Incorrect time slot;
- 9) Empty, mislabeled, or unusable unit dose packages; and
- 10) Wrong location;

E. Discharge/transfer occurrences are reported separately and are not part of the medication discrepancy report; and

F. Copies of all reports shall be furnished to:

- 1) CEO;
- 2) Medical Director;
- 3) Director of Nursing;
- 4) State Contract Manager;
- 5) Director of Provider Pharmacy Services; and
- 6) Respective Directors of State Departments and Divisions (DDD, DMAVA or DMHAS).

3.9 ACCIDENT REPORTS

The consultant pharmacist shall immediately report all accidents/incidents whatsoever arising out of or in conjunction with the performance of the work, whether on or adjacent to the State facility/hospital, which cause death, personal injury, or property damage. The consultant pharmacist shall complete the following:

- A. Prepare and submit a written report to the State Contract Manager and to the facility/hospital's CEO with a description of all accidents, personal injury, or death;
- B. Written report shall include full details and statements of witnesses to the State Contract Manager and facility/hospital's CEO within twenty-four (24) hours of all accidents that occurred on State property; and
- C. Report to the State Contract Manager and facility/hospital's CEO in writing within twenty-four (24) hours giving full details of a claim made by a third party against the contractor on account of an accident.

3.10 ASSISTANCE TO EACH FACILITY/HOSPITAL

The contractor shall:

- A. Assist each facility/hospital in its preparation for The Joint Commission surveys and the accreditation process. This effort may include the development, collection, and analysis of quality indicators relating to pharmacy services for the ORYX core measures and benchmarking projects at DMHAS;
- B. Participate in mock surveys, training programs, and other efforts to prepare for a successful survey and assist surveyors and the hospital during the accreditation process; and
- C. Assist each facility/hospital in the development of policies and programs for the operation of client medication education and client self-medication programs that are intended to prepare clients for successful transition to life in the community. The programs shall be monitored by the consultant pharmacist to ensure compliance with each facility/hospital's policy. This effort may involve cooperation with the provider pharmacy service, nursing, and other individuals within the facility/hospital or State Contract Manager.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's Signatory Page, in preparing and submitting its proposal.

Use of URLs in a proposal should be kept to a minimum and may not be used to satisfy any material term of an RFP. If a preprinted or other document included as part of the proposal contains a URL, a printed (or if a bid is submitted electronically, electronic) copy of the URL page shall be provided and will be considered as part of the proposal. Additional URLs on the copy of the URL page shall not be considered as part of the proposal unless a copy of those URL pages are also provided.

The forms discussed herein and required for submission of a proposal in response to this RFP are available on the web at <http://www.state.nj.us/treasury/purchase/bid/summary/13-X-22563.shtml> unless noted otherwise.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a proposal must arrive at the Division in accordance with the instructions on the RFP Signatory Page accompanying this RFP. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of proposals. **State regulation mandates that late proposals are ineligible for consideration. THE EXTERIOR OF ALL PROPOSAL PACKAGES ARE TO BE LABELED WITH THE PROPOSAL IDENTIFICATION NUMBER AND THE FINAL PROPOSAL SUBMISSION DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 BID SUBMITTAL REQUIREMENTS

Proposals submitted in response to this RFP shall be submitted as hard copies (Section 4.3.1) and may additionally be submitted via the eBid system (Section 4.3.2).

4.3.1 NON-EBID SUBMISSION OF PROPOSAL

The bidder should submit the following proposal copies:

- **One (1) complete ORIGINAL proposal** clearly marked as the "ORIGINAL" proposal.
- **Five (5) complete and exact copies** clearly marked "COPY".
- **One (1) unbound, complete and exact copy** of the original clearly marked "COPY".

Copies are necessary in the evaluation of the proposal and for record retention purposes. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. The bidder should make and retain a copy of its proposal.

4.3.2 EBID SUBMISSION OF PROPOSAL

Instructions detailing enrollment in and submission of an eBid are available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. If a bidder submits both an eBid and a hard copy

of the bidder's proposal, the eBid proposal will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting an eBid, the bidder should not use any symbols (e.g., #, @, \$, &, or *) in the filename. In addition, the bidder should name each converted PDF electronic file and folder as prescribed in Section 4.4 Proposal Content.

4.4 PROPOSAL CONTENT

The proposal should be submitted in two (2) volumes with the content of each volume as indicated below.

Volume 1

- Section 1 - Forms (Sections 4.4.1 and 4.4.2)
- Section 2 - Technical Proposal (Section 4.4.3)
- Section 3 - Organizational Support and Experience (Section 4.4.4)

Volume 2

- Section 4 – Price Schedule (Section 4.4.5)

4.4.1 FORMS, REGISTRATIONS, AND CERTIFICATIONS REQUIRED WITH PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete, including signature of an authorized representative of the bidder, and submit the Signatory Page accompanying this RFP. If the bidder is a limited partnership, the Signatory Page must be signed by a general partner. If the bidder is a joint venture, the Signatory Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the proposal.

4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. Refer to Section 2.5 of the State of NJ Standard Terms and Conditions and N.J.S.A. 52:34-12.2 for additional information about the McBride principles.

By signing the RFP Signatory Page or by entering its PIN if submitting an eBid proposal, the bidder/offeree is automatically certifying that either:

- A. The bidder has no operations in Northern Ireland or
- B. The bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A bidder/offeree electing not to certify to the MacBride Principles must nonetheless sign the RFP Signatory Page and must include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION

For a proposal that does not include the use of any subcontractors, by signing the RFP Signatory Page or by entering a PIN if submitting an eBid proposal, the bidder is *automatically* certifying that:

- A. In the event the award is granted to bidder's firm and the bidder later determines at any time during the term of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the State of NJ Standard Terms and Conditions, the bidder will submit a Subcontractor Utilization Plan form for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors.
- B. If the contract is a small business subcontracting set-aside, the bidder certifies that in engaging subcontractors, it will make a good faith effort to achieve the subcontracting set-aside goals, and will attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

4.4.1.1.3 NON-COLLUSION

By submitting a proposal, the bidder certifies as follows:

- A. The price(s) and amount of its proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- B. Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the proposal submission.
- C. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- D. The proposal of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- E. The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by State contractors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at: http://www.state.nj.us/treasury/purchase/ethics_guide.shtml.

By signing the RFP signatory page or by entering a PIN if submitting an eBid proposal, the bidder is automatically certifying that it has read the guide, understands its provisions, and is in compliance with its provisions.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, whether the bidder is a corporation, partnership, or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Form must be received prior to or accompany the proposal. Failure to submit the Form will preclude the award of a contract.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form for this purpose.

4.4.1.4 SUBCONTRACTOR UTILIZATION PLAN

All bidders intending to use a subcontractor must submit a completed Subcontractor Utilization Plan. See the State of New Jersey, Division of Purchase and Property's Subcontractor Forms which include the Subcontractor Utilization Plan Form.

4.4.1.5 SMALL BUSINESS REGISTRATION FOR SET-ASIDE CONTRACTS

Not applicable to this procurement.

4.4.1.5.1 SMALL BUSINESS SET-ASIDE CONTRACTS

Not applicable to this procurement.

4.4.1.5.2 SMALL BUSINESS SUBCONTRACTING SET-ASIDE CONTRACTS

Not applicable to this procurement.

4.4.1.6 BID SECURITY

Not applicable to this procurement.

4.4.1.7 PRICING

The bidder must submit its pricing on the Price Schedule and supply any additional pricing information as directed in RFP Section 4.4.5.

4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD THAT SHOULD BE SUBMITTED WITH THE PROPOSAL

4.4.2.1 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractor(s) must have a valid Business Registration Certificate (BRC) issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named subcontractors with its proposal. Refer to Section 2.1 of the State of NJ Standard Terms and Conditions.

A bidder, inclusive of any named subcontractor(s), who does not have a valid BRC at the time of the proposal submission opening or whose BRC was revoked prior to the submission of the proposal should immediately register its business or seek re-instatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by the Division of Revenue and the Division of Taxation. For this reason, a bidder's early attention to this requirement is highly recommended. The bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC, or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busreqcert.shtml>.

A bidder otherwise identified by the Division as a responsive and responsible bidder, inclusive of any named subcontractor(s), but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A bidder who fails to comply with this requirement by the deadline specified by the Division will be deemed ineligible for contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A bidder receiving a contract award as a result of this procurement and any subcontractors named by that bidder will be required to maintain a valid BRC with the Division of Revenue for the duration of the executed contract, inclusive of any contract extensions.

4.4.2.2 SERVICES SOURCE DISCLOSURE CERTIFICATION FORM

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of contract, the bidder is required to submit a completed Source Disclosure Certification form. The bidder's inclusion of the completed Form with the proposal is requested and advised. RFP Section 7.1.2 contains additional information concerning this requirement.

4.4.3 TECHNICAL PROPOSAL

In this section, the bidder shall describe its approach and plans for accomplishing the work outlined in Section 3.0 Scope of Work. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This section of the proposal should minimally contain the information identified below.

4.4.3.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should demonstrate to the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the contract. This narrative should demonstrate to the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to demonstrate to the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable, and appropriate and that the bidder's proposal will lead to successful contract completion.

The bidder shall have consulting pharmacy experience in long term care facilities as required by The Omnibus Reconciliation Act of 1993. The bidder should demonstrate that it is knowledgeable of federal and State laws and the regulations of DDD, DMHAS and DMAVA.

4.4.3.2 CONTRACT MANAGEMENT

The bidder shall describe its specific plans to manage, control, and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, and status reports.

4.4.3.3 CONTRACT SCHEDULE

The bidder shall include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. The schedule should identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder shall identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT, or other charts is at the option of the bidder.

4.4.3.4 MOBILIZATION AND IMPLEMENTATION PLAN

The bidder shall describe its plans to achieve full staffing of consulting pharmacists at the facilities within the timeframe noted in Section 3.1 E.

4.4.3.5 POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder shall include information relating to its organization, personnel, and experience, including, but not limited to, references with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP. This section of the proposal must minimally contain the information identified below.

4.4.4.1 LOCATION

The bidder should include the address of the bidder's office where responsibility for managing the contract will take place. The bidder should include the telephone number and name of the individual to contact.

4.4.4.2 ORGANIZATION CHARTS

- A. Contract-Specific Chart: The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

- B. Chart for Entire Firm: The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.4.3 RESUMES

Detailed resumes shall be submitted for all management, supervisory, and key personnel to be assigned to the contract. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- A. The individual's previous experience in completing each similar contract;
- B. Beginning and ending dates for each similar contract;
- C. A description of the contract demonstrating how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP; and
- D. With respect to each similar contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

In the event the bidder must hire or otherwise engage management, supervisory, and/or key personnel such as consultant pharmacists if awarded the contract, the bidder shall include a recruitment plan for such personnel. This plan must demonstrate that the bidder will be able to initiate and complete the contract within the time frame required by this RFP.

The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform. When a bidder submits resumes pursuant to this paragraph, the bidder shall redact the social security numbers, home addresses, personal telephone numbers, and any other personally identifying information other than the individual's name from the resume.

4.4.4.4 BACKUP STAFF

The bidder should include a list of backup staff who may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory, and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

4.4.4.5 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder shall provide a comprehensive listing of contracts of similar size and scope that it has successfully completed as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts shall be included and must be of sufficient detail and show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two (2) names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the

subcontractor is designated to perform in the bidder's proposal. The bidder should provide a detailed description of services to be provided by each subcontractor.

4.4.4.6 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements, which include a balance sheet, income statement, statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations, and cash flows of the bidder as of and for the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. A bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

4.4.4.7 CONFLICT OF INTEREST DISCLOSURE

Section 5.21 specifies that it is a conflict of interest for a corporate or contractual relationship to exist between the consultant pharmacist services provider and the pharmacy services provider, which presently is Omnicare. The bidder shall disclose all relationships with the pharmacy services provider as a condition of award. If the State determines that a relationship represents a conflict, the bidder shall be notified and requested to terminate this relationship.

4.4.5 PRICE SCHEDULE

The bidder must submit its pricing using the two (2)-page format set forth in the Price Schedule accompanying this RFP. Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its prices firm through issuance of contract to permit the completion of the evaluation of proposals received and the contract award process.

For each line item the number of Estimated Clients (columns (a), (c), (e), and (g)) are estimates only; there are no guaranteed minimum or maximum numbers of clients. These numbers of clients shall be multiplied by the respective Capitation Rate per Client per Day reported as the All-Inclusive Unit Price (columns (b), (d), (f) and (g)) to produce annual contract year prices represented as Sub-Totals. For example, for line item 1, the Sub-Total is the product of columns (a), (b), and 365 days per year).

The Sub-Totals for each contract year shall be summed and reported in the respective Total by Contract Year row. The four (4) contract year totals shall be summed and reported as the Total of Four (4) Contract Years (Total Proposal Price) on page 2 of the Price Schedule.

4.4.5.1 DELIVERY COSTS

Unless otherwise noted elsewhere in the RFP, all prices for items in proposals shall be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability, and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

4.4.5.2 C.O.D. TERMS

C.O.D. terms are not acceptable as part of a proposal and will be cause for rejection of a proposal.

4.4.5.3 CASH DISCOUNTS

Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest priced proposal.

- A. Discount periods shall be calculated starting from the next business day after the using agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest.
- B. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

4.4.6 COOPERATIVE PURCHASING

Not applicable to this procurement.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addenda to this RFP, the contractor's proposal, any best and final offer, and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the State of NJ Standard Terms and Conditions accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the State of NJ Standard Terms and Conditions, and any addendum to this RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of four (4) years. The anticipated Contract Effective Date is provided on the Signatory Page accompanying this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for all or part of two (2) additional periods of one (1)-year each, by the mutual written consent of the contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than one hundred eighty (180) days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy, and timely completion and submission of all deliverables, services, or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.6 SUBSTITUTION OF STAFF

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

If it becomes necessary for the contractor to substitute any management, supervisory, or key personnel, the contractor shall identify the substitute personnel and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This subsection serves to supplement but not supersede Sections 5.8 and 5.9 of the State of NJ Standard Terms and Conditions accompanying this RFP.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval. No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor, or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability, and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its proposal.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used, or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State and shall be delivered to the State upon thirty (30) days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered “work for hire”, i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this contract, the contractor or subcontractor hereby assigns to the State all right, title, and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations, and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the proposal, otherwise the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property (Background IP) in its proposal, the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual, royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the contract.

5.9 SECURITY AND CONFIDENTIALITY

5.9.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the contractor are confidential. The contractor must secure all data from manipulation, sabotage, theft, or breach of confidentiality. The contractor is prohibited from releasing any financial, statistical, personnel, customer, and/or technical data supplied by the State that is deemed confidential. Any use, sale, or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The contractor shall assume total financial liability incurred by the contractor associated with any breach of confidentiality.

The contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State and require all staff to view yearly security awareness and confidentiality training modules provided by the contractor. It shall be the contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one (1) month of the employee's start date.

Security clearance/background check for all contractors and project staff must be obtained and provided to the State (to protect the State from losses resulting from contractor employee theft, fraud, or dishonesty) upon request. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 300-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

5.9.2 SECURITY STANDARDS

Not applicable to this procurement.

5.9.3 SECURITY PLAN

Not applicable to this procurement.

5.10 NEWS RELEASES

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.11 ADVERTISING

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.12 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits, and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the bidder in its proposal.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

5.13.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State of NJ Standard Terms and Conditions, authorize the delivery of contract items by any available means with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.14 LATE DELIVERY

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

5.15 RETAINAGE

Not applicable to this procurement.

5.16 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not perform additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs, or other cost elements submitted by the contractor in the contractor's original proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm, fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward it to the Director for the Director's written approval. Complete documentation from the using agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State's Office of Management and Budget and NJOIT.

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.17 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS

5.17.1 INDEMNIFICATION

Section 4.1 of the State of NJ Standard Terms and Conditions is deleted and replaced with the following:

4.1 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 100% of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and
3. The contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the State of NJ Standard Terms and Conditions.

The contractor shall not be liable for special, consequential, or incidental damages.

5.17.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the State of NJ Standard Terms and Conditions regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d. Professional Liability Insurance: The contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out of the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.18 CONTRACT ACTIVITY REPORT

Not applicable to this procurement.

5.19 ELECTRONIC PAYMENTS

With the award of this contract, the successful contractor will be required to receive payment(s) electronically. In order to receive payments via automatic deposit from the State, the contractor should complete and return the Credit Authorization Agreement for Automatic Deposits (ACH Credits) Form with an original voided check or bank letter. The form must include ABA number (routing or transit number) and bank account number and note whether the bank account is a checking or savings account. The form and instructions are located on the Office of Management and Budget's website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, P.O. Box 221, 6th Floor - Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers contractors access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. The contractor should contact the State at AAIUNIT@treas.state.nj.us to request access to this application.

5.20 PROGRAM EFFICIENCY ASSESSMENT

The State using agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this contract. This assessment is authorized by N.J.S.A. 52:27B-56 and N.J.A.C. 17:12-1.5 to maintain the State's procurement system at a level to meet industry standards of efficiency.

5.21 CONFLICT OF INTEREST

The consultant pharmacist provider shall avoid all real or potential conflicts of interest as set forth herein with the State's pharmacy provider. Under this provision, during the performance of this contract the consultant pharmacist provider, its parent, its subsidiaries or affiliated companies, its sub-contractors, or its agents (hereinafter the "consultant pharmacist"), shall not engage in or maintain a contractual, business, or any other type of relationship, including a direct or indirect financial interest in (hereinafter, "relationship") with the State's pharmacy provider, its parent, its subsidiaries or affiliated companies, or a subcontractor of the State's pharmacy provider (hereinafter, "pharmacy provider"). The pharmacist consultant has the responsibility to notify immediately the State Contract Manager of a relationship as defined herein with the pharmacy provider that is a conflict of interest under this Section.

The State Contract Manager may request verification at any time, especially if there is a change in the State pharmacy provider, from the consultant pharmacist that the consultant pharmacist has no relationship with the pharmacy provider that constitutes a conflict of interest under this section.

This Section supplements Section 2.8 of the Standard Terms and Conditions.

6.0 PROPOSAL EVALUATION

6.1 RIGHT TO WAIVE

The Director reserves the right to waive minor irregularities. The Director also reserves the right to waive a requirement provided that:

- A. The requirement is not mandated by law;
- B. All the otherwise responsive proposals failed to meet the requirement; and
- C. In the sole discretion of the Director, the failure to comply with the requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 DIRECTOR'S RIGHT OF FINAL PROPOSAL ACCEPTANCE

The Director reserves the right to reject any or all proposals or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the contractor best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie proposals will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the proposal price was determined.

6.5 PROPOSAL EVALUATION COMMITTEE

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Division. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant(s) in an advisory role.

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

After the submission of proposals, unless requested by the State as noted below, bidder contact with the State is still not permitted.

After the proposals are reviewed, one, some, or all the bidders may be asked to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities, or clerical errors. Clarifications cannot correct any

deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The bidder may be required to give an oral presentation to the State concerning its proposal.

Bidders may not attend the oral presentations of their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a proposal. The Division will be the sole point of contact regarding any request for an oral presentation or clarification.

6.7 EVALUATION CRITERIA

Each responsive proposal will receive a Technical Evaluation Score. The following evaluation criteria, not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFP. The evaluation criteria may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.7.1 TECHNICAL EVALUATION CRITERIA

- A. Personnel: The qualifications and experience of the bidder's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
- B. Experience of firm: The bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP.
- C. Ability of firm to implement and perform the Scope of Work based on its Technical Proposal: The overall ability of the Bidder to undertake and successfully perform the technical requirements of the Scope of Work as demonstrated by its presentation in the Technical Proposal.

6.7.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the formula:

$$\text{Price Proposal Points} = \text{Predetermined Points} \times (\text{Lowest Price Proposal} / \text{Evaluating Price Proposal})$$

The proposal with the highest number of points will be ranked the highest.

The price proposal ranked will be the lowest acceptable price proposal between the original price proposal and the best and final offer proposal submitted by each bidder.

6.7.3 TOTAL PROPOSAL SCORE

Each evaluated proposal will receive a Total Proposal Score based on the following formula:

$$\text{Price Proposal Points} + \text{Average Technical Score per Voting Member} = \text{Total Proposal Score}$$

The bidder receiving the highest Total Proposal Score will be recommended for contract award. In the event of a tie, the proposal with the highest technical score among the tied proposals will be recommended for contract award.

6.7.4 PROPOSAL DISCREPANCIES

In evaluating proposals, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

6.7.5 EVALUATION OF PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder whose proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject, or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in RFP Section 6.8, the Director reserves the right to negotiate price reductions with the selected bidder.

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating proposals, the Division may enter into negotiations with one (1) bidder or multiple bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one (1) bidder or multiple bidders. Negotiations will be structured by the Division to safeguard information and ensure that all bidders are treated fairly.

Similarly, the Division may invite one (1) bidder or multiple bidders to submit a BAFO. The invitation will establish the time and place for submission of the BAFO. A BAFO that is not equal to or lower in price than the pricing offered in the bidder's original proposal will be rejected as non-responsive, and the State will revert to consideration and evaluation of the bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the bidder(s). The Division may conduct more than one (1) round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of proposals and as applicable, negotiation(s) and/or BAFO(s), the Division will recommend to the Director the responsible bidder whose proposal, conforming to the RFP, is most advantageous to the State, price and other factors considered. The Director may accept, reject, or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected bidder.

Negotiations will be conducted only in those circumstances where they are deemed by the Division or Director to be in the State's best interests and to maximize the State's ability to obtain the best value. Therefore, the bidder is advised to submit its best technical and price proposal in response to this RFP since the State may, after evaluation, make a contract award based on the content of the initial submission without further negotiation and/or BAFO with any bidder.

All contacts, records of initial evaluations, correspondence with bidders related to a request for clarification, negotiation or BAFO, revised technical and/or price proposals, the Evaluation Committee Report, and the Award Recommendation will remain confidential until a Notice of Intent to Award a contract is issued.

If the Division contemplates negotiation, proposal prices will not be publicly read at the proposal submission opening. Only the name and address of each bidder will be publicly announced at the proposal submission opening.

6.9 COMPLAINTS

A bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFP may be bypassed for an award issued as a result of this RFP.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER NO. 117 (2008)

a) The State shall not enter into a contract to procure from any business entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500 if that business entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods:

b) Prior to awarding any contract or agreement to any business entity, the business entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the business entity and reporting all contributions the business entity made during the preceding four (4) years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.2 SOURCE DISCLOSURE CERTIFICATION REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance Within U.S. of the State of NJ Standard Terms and Conditions.

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form accompanies the subject RFP. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his or her certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.1 BREACH OF CONTRACT

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract. Such contract shall be subject to termination for cause pursuant to Section 5.7b.1 of the State of NJ Standard Terms and Conditions, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 AFFIRMATIVE ACTION

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

7.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid BRC issued by the Department of Treasury, Division of Revenue prior to the award of a contract. Section 4.4.2.1 of this RFP contains further information.

7.2 FINAL CONTRACT AWARD

A contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose proposal, conforming to this RFP, is most advantageous to the State, price, and other factors considered. Any or all proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured. Refer to Section 4.2 of the State of NJ Standard Terms and Conditions accompanying this RFP.

7.4 PERFORMANCE SECURITY

Not applicable to this procurement.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax number, and e-mail address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one (1) State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that purchase orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables, and approving payment vouchers. The State Contract Manager is the person whom the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use of the contract and resolving minor disputes between the contractor and any component part of the State Contract Manager's department.

If the contract has multiple users, the State Contract Manager shall be the central coordinator of the use of the contract for all using agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

A contract user unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor cannot resolve a dispute with contract users.

PRICE SCHEDULE

**Consultant Pharmacist Services
Bid Number 13-X-22563**

Page 1

Refer to RFP Section 3.0 (Scope of Work) for task requirements and deliverables, Section 2.0 (Definitions) for a definition of "Firm, Fixed Price" and "Capitation Rate", and Section 4.4.5 (Price Schedule) for additional information regarding this Price Schedule.

Bidder's Name: _____

		Contract Year 1			Contract Year 2		
Line Item	Firm, Fixed Price	Estimated Clients* (a)	All-Inclusive Unit Price (b)	Sub-Total (a)(b)(365)	Estimated Clients* (c)	All-Inclusive Unit Price (d)	Sub-Total (c)(d)(365)
1	Capitation Rate per Client per Day (DDD)	2,500	\$	\$	2,500	\$	\$
2	Capitation Rate per Client per Day (DMHAS)	1,650	\$	\$	1,650	\$	\$
3	Capitation Rate per Client per Day (DMAVA)	950	\$	\$	950	\$	\$
Total by Contract Year				\$			\$

* Only for purpose of bidding

Line item numbers for Contract Year 1 will be 1 through 3 and those for Year 2 will be 4 through 6.

PRICE SCHEDULE

**Consultant Pharmacist Services
Bid Number 13-X-22563**

Page 2

Refer to RFP Section 3.0 (Scope of Work) for task requirements and deliverables, Section 2.0 (Definitions) for a definition of "Firm, Fixed Price" and "Capitation Rate", and Section 4.4.5 (Price Schedule) for additional information regarding this Price Schedule.

Bidder's Name: _____

		Contract Year 3			Contract Year 4		
Line Item	Firm, Fixed Price	Estimated Clients* (e)	All-Inclusive Unit Price (f)	Sub-Total (e)(f)(365)	Estimated Clients* (g)	All-Inclusive Unit Price (h)	Sub-Total (g)(h)(365)
7	Capitation Rate per Client per Day (DDD)	2,500	\$	\$	2,500	\$	\$
8	Capitation Rate per Client per Day (DMHAS)	1,650	\$	\$	1,650	\$	\$
9	Capitation Rate per Client per Day (DMAVA)	950	\$	\$	950	\$	\$
Total by Contract Year				\$			\$
Total of Four Contract Years (Total Proposal Price**)		\$					

* Only for purpose of bidding

** Price used to rank proposals

Line item numbers for Contract Year 3 will be 7 through 9 and those for Year 4 will be 10 through 12.