

REQUEST FOR PROPOSAL # MCARC099

Correctional/Detention Pharmacy Prescription Processing and Management Computer Software System



By:
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INSTRUCTIONS TO CONTRACTORS

Procurement Contract Specialist: Richard P. Strickland

Email: rstrickland@co.riverside.ca.us

Visit our Website: www.purchasing.co.riverside.ca.us

Telephone: 951.288.2994

- I. Vendor Registration - Unless stated elsewhere in this document, vendor must register online at www.Purchasing.co.riverside.ca.us with all current Vendor information, to be registered on the County's database.
- II. Prices/Notations All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
- III. Pricing/Terms/Tax - All pricing shall be quoted both F.O.B. shipping destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- IV. Period of Firm Pricing - Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the RFP closing date. If the County elects to do negotiations that require additional time, the County may request CONTRACTOR's prices be firm for an additional period of time to complete negotiations and award the contract.
- V. Recycled Material - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. CONTRACTORS are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as non-responsive.
- VI. Method of Award - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- VII. Other Terms and Conditions - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the County's website at www.purchasing.co.riverside.ca.us or contact Riverside County Purchasing at the number shown above and request a copy to be faxed or mailed to you.
- VIII. Return of Bid/Closing Date/Return to - The bid response shall be delivered to **Purchasing and Fleet Services, 2980 Washington Street, Riverside, CA 92504 by 1:30 p.m.** on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany your response. The County will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
- IX. Auditing - The CONTRACTOR agrees that Riverside, County the State of California, the Federal government, or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. CONTRACTOR agrees to maintain such records for possible audit for minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. CONTRACTOR agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the CONTRACTOR agrees to include a similar right of Riverside County, the State of California, or the Federal government to audit records and interview staff in any subcontract related to the performance of this contract.
- X. Local Preference - The County of Riverside has adopted a local preference program for those CONTRACTORS located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ/P to that Riverside County location. To qualify for local preference CONTRACTOR must include a copy of a Riverside Business Tax Certificate that supports the local preference status and complete Form 116-260 Local Business Qualification Affidavit. Application of this local preference may be waived if funding sources disallow it.

Or

- XI. Disabled Veteran Business Enterprise Preference - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three (3) percent preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from certified disabled veterans owned businesses. CONTRACTOR must provide certification of Disabled Veteran Status. If the bid is submitted by a non-Disabled Veteran owned business, but lists subCONTRACTORS that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subCONTRACTORS portion of the bid.

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/P

Please go to www.purchasing.co.riverside.ca.us to access these terms and conditions

- | | | | |
|--|---|---|----------------------------------|
| ☒ APPENDIX "A" | ☒ EXHIBIT (A) | ☐ PLANS/DRAWINGS | ☐ SAMPLES |
| ☐ #116-110 | Special Conditions/Response | ☐ 116-150 | Special Conditions RFP |
| ☐ #116-140 | Special Conditions Personal/Professional Services RFP | ☐ 116-130 | Equipment Information Sheet |
| ☒ #116-260 | Local Business Qualification Affidavit- Exhibit (B) | | |

IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN

- | | | | |
|--|--|--|--|
| ☒ #116-200 | General Conditions | ☒ #116-210 | General Conditions Materials and/or Services |
| ☐ #116-230 | General Conditions - Equipment | ☐ #116-220 | General Conditions - Public Works |
| ☒ #116-240 | General Conditions - Personal/Professional Service | | |

Proposal Cover Page

CONTRACTOR TO COMPLETE ALL APPLICABLE AREAS

CONTRACTORS are required to register (If not already registered) on the County of Riverside Purchasing website:

WWW.PURCHASING.CO.RIVERSIDE.CA.US

The County of Riverside Purchasing Department on behalf of Riverside County Regional Medical Center (RCRMC) is soliciting proposals from qualified organizations to provide a

Correctional/Detention Pharmacy Prescription Processing and Management Computer Software System
as detailed in Appendix A.

BID CLOSING DATE: April 01, 2009 no later than 1:30 pm.

FAXED PROPOSALS WILL NOT BE ACCEPTED

After close of this RFP, the award may be announced within 30- 120 days.

If an addendum is issued for this procurement, it will be the CONTRACTOR's responsibility to retrieve all applicable addendum(s) from the Purchasing website.

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Company
Name:

Street Address:

Mailing Address:

City: State: Zip:

Remit to Address:

City: State: Zip:

Phone # () FAX # ()

Vendor Website:

Name: Title:

Signature: Date: Email:
Please Check ☐ Disabled Veteran or ☐ Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFP will be credited to that location in Riverside County. Form 116-260 must be completed and submitted with the CONTRACTOR's proposal

APPENDIX A

1.0 DEFINITIONS

Wherever these words occur in this RFP, they shall have the following meaning:

- A. "Addendum" shall mean an amendment or modification to the RFP (Request for Proposals).
- B. "Bid" shall mean the proposal submitted by a BIDDER on the Bid Form consistent with the Instructions to BIDDER'S to complete the Work for a specified sum of money and within a specified period of time.
- C. "CONTRACTOR" shall mean an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- D. "CONTRACTOR" shall mean any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, CONTRACTOR and CONTRACTOR are used interchangeably.
- E. "MQs" shall mean minimum qualifications.
- F. "COUNTY" shall mean the County of Riverside and Riverside County Regional Medical Center (RCRMC). For purposes of this RFP, (RCRMC) and County are used interchangeably.
- G. "RFP" shall mean Request for Proposal.

2.0 PURPOSE/BACKGROUND

2.1 Riverside County Purchasing on behalf of Riverside County Regional Medical Center (RCRMC) is soliciting proposals from responsive/responsible BIDDER's to provide a complete and comprehensive Correctional/Detention Pharmacy Prescription Processing and Management computer software system. The system will provide the necessary software, hardware or hardware specifications, support services, interface capabilities, automation capabilities, cash management capabilities, and integration capabilities as defined in Appendix A.

2.2 Riverside County Regional Medical Center is owned and operated by the County of Riverside, a political subdivision of the State of California. RCRMC, a licensed facility, is located in the city of Moreno Valley. The Medical Center is a 520,000 square foot state-of-the-art tertiary care and level II adult and pediatric facility, licensed for a total of 439 beds. There are 362 licensed beds in the main acute-care hospital, and 77 licensed beds in a separate psychiatric facility. RCRMC has 12 operating rooms, a helipad located directly adjacent to the Trauma Center, and state-of-the-art digital radiology services, including magnetic resonance imaging (MRI) and computerized tomography (CT) and all single bed rooms. There are also adult, pediatric and neonatal intensive care units, a birthing center and complete pulmonary services including hyperbaric oxygen treatments. The award winning RCRMC is well designed and equipped to provide the latest in health care through the 21st century and beyond.

A teaching hospital accredited by the Joint Commission for Accreditation of Healthcare Organizations (JCAHO), RCRMC offers training programs for nursing students, medical residents, and allied health professionals attending Riverside Community College, Loma Linda University, Western College of Health Services, and other facilities.

RCRMC has the capacity to manage 200,000 patient visits in specialty outpatient clinics; the Emergency Room/Trauma Unit has the capacity to manage 100,000 patient visits annually. Employees and staff are at approximately 2,100.

3.0 SCOPE OF SERVICE

3.1 DESCRIPTION OF SERVICES

BIDDER to provide to Riverside County Regional Medical Center (RCRMC) a complete and comprehensive Correctional/Detention Pharmacy Prescription Processing and Management computer software system to include software, hardware or hardware specifications, support services, interface capabilities, automation capabilities, cash management capabilities, and integration as defined utilizing the most cost effective manner as outlined in the bid sheet.

TECHNICAL SPECIFICATIONS – Please return this specification sheet with your offer. If you are not quoting as specified and exceptions are being taken to the minimum requirements listed below, please provide the appropriate information and return with your bid. Failure to return a completed specification sheet in your bid package may be cause for rejection of your offer.

Bidders must describe in complete detail proposed software capabilities. Additional sheets may be required to answer the specifications.

3.2 REQUIREMENTS:

SPECIFICATIONS	Meets Requirements	Does Not Meet Requirements
		<i>Please Explain</i>
HIPAA COMPLIANCE All Bidders proposals must:		
1. Be HIPAA compliant and current.		
2. Provide information proving future plans to meet HIPAA requirements for security, privacy, and EDI.		
3. Provide method used to do upgrades and enhancements as local, state; federal and health care regulations are updated and or changed.		
NUMBER OF END-USERS		
1. Provide licenses for up to eleven end-users. The number of users may or may not be "Concurrent" users.		
INTERFACES AND INTEGRATION		
1. Interface with Siemens Invision using Open Link or HL7. Please select one.		
2. Integration capabilities using a messaging architecture.		
3. Integration capabilities using ODBC		
3a. ODBC Interfaces with Microsoft SQL Server. Please identify version:		
3b. ODBC Interfaces with Oracle. Please identify version:		
4. WEB Based ordering.		

SPECIFICATIONS "Con't"	Meets Requirements	Does Not Meet Requirements
HARDWARE OR SOFTWARE SPECIFICATIONS		
1. System will run on Hewlett Packard, Dell, or Compaq servers. Please identify:		
2. System will function in a Novell 4.x, 5.x and 6.x network environment.		
3. System will function in a Microsoft network environment.		
4. System will operate in a "Virtual Machine" Environment (e.g., Vmware, etc.)		
5. Application(s) will operate in a "Citrix" Environment. Published application.		
6. Bidder will provide hardware?		
BACKUP RECOVERY/RETENTION CAPABILITY Bidder's proposed system:		
1. Backup/Recovery of data and all related software (including operating system).		
2. Will work with ArchServe backup solutions. Please identify version.		
3. Identify retention period for Bidders system data.		
3. Provide archival/retrieval method: 4a. Automatic: 4b. How is it configured?		
5. Bidders system provides data journaling and recovery in the event of a failure.		
6. Bidder will provide a Business Recovery or Disaster Recovery Plan.		
OPERATING SYSTEM		
7. Bidder will identify which operating system(s) the bidder's solution will work with. 7a. Server 7b. Client		
APPLICATION LICENSING		
1. Describe how the application is licensed. 1a. Concurrent Use 1b. Seats		
2. Describe how licensing is provided.		
3. Provide upgrade cycles.		
NETWORK Bidder's proposed system:		

SPECIFICATIONS "Con't"	Meets Requirements	Does Not Meet Requirements
1. Will work in a Wide Area Network Environment.		
2. Will work in multiple locations.		
SECURITY		
1. Bidder will provide list of anti-virus applications or solutions the bidder's proposed system will work with and identify the version.		
2. Bidder's proposed system and related applications will integrate with Microsoft and /or Novell security.		
3. Bidder's proposed system requires separate management of User ID's and Passwords.		
4. Describe security of transmission and data protection achieved.		
5. Describe how users are setup to access specific functions, features, and data within the applications.		
6. Describe process for auditing/logging to track users and alert for potential security issues.		
BUSINESS PROCESS FLOW ENGINEERING/APPLICATION CONFIGURATION		
1. Bidder can provide Business Process Flow engineering and documentation and custom application screen design.		
REPORT WRITING CAPABILITY		
1. Bidder's solution has built-in report writing capabilities.		
2. Describe report writing capabilities.		
3. Describe third party report writing capabilities.		
MIGRATION SERVICES		
1. Bidder can provide migration services to migrate existing data if/as needed.		
TRAINING SERVICES		
1. Bidder will provide training service for end users.		
2. Bidder can provide training materials related to specific RCRMC Business Process Flow.		
3. Bidder can provide training services for Information Services.		
MAINTENANCE AND SUPPORT		
1. Bidder will provide maintenance and/or support services.		
2. Bidder provides levels and options for maintenance and support. Please list levels and options.		

SPECIFICATIONS "Con't"	Meets Requirements	Does Not Meet Requirements
ADDITIONAL REQUIREMENTS. (Desired but not required for consideration)		
1. Bidder can provide literature including but not limited to: Screen documentation, Business process flow, or written response. Provide process flows and subsequent related screen information for standard vendor provided solutions for: Outpatient Pharmacy System; State, Federal, and local reporting requirements; web based (on-line) ordering/status.		
2. Bidder's proposed solution provides Work List Applications, Pop-Up's, etc., based on rules or other logic. Can these rules be changed by end-users?		
3. If rules processing exists, describe how rules are changed and/or enhanced.		
WORK FLOWS		
1. Allows for customer to create and/or modify workflows.		
SCREEN ENTRY Bidder's proposed system:		
1. Provides the capability to modify and design screens.		
2. Describe bidder's proposed solution's User Fields, how they are established, number allowed.		
3. Describe how the user fields are integrated into the Bidder's SYSTEM field.		
FORMS, LETTERS, PRINTED DOCUMENTS Bidder's proposed system:		
1. Has capability to use prewritten forms, letters, documents, etc, and fill out, populate, or feed fields into forms.		
2. Describe type of form (HTML, Microsoft Word, etc.		
DATA TIMELINESS AND SELECTION CHANGES Bidder's proposed system:		
1. Provides for updating data and interfaces for retrieval on demand.		
2. Provides the ability for end users to update changes or edit selections with the capability to audit/track changes and identify the end user who made the change. These changes or updates must be made without information services or vendor support.		
BUSINESS REQUIREMENTS Bidder's proposed system:		
1. Is specific for correctional health care.		
2. Has remote order entry module for e-scripts.		
3. Provides a prospective review of order to detect possible problems during order entry.		
4. Provides alert to prescriber if a medication is non-formulary or for use under certain conditions only (e.g. restrictive use)?		

SPECIFICATIONS "Con't" Bidder's proposed system:	Meets Requirements	Does Not Meet Requirements
5. Provides a formulary alternative if a non-formulary medication is prescribed.		
6. Provides an electronic method of applying for a prior authorization if a prescriber feels a non-formulary medication is warranted.		
7. Allows recording interventions by Pharmacists including which medications involved, steps taken, and outcome.		
8. Allows stat or temporary fills for court dates.		
9. Prints patient education materials and labels in alternate languages. Please identify languages.		
10. For a partial fill of a prescription, system will alert staff when remainder is due.		
11. Reports medication usage by facility, unit, provider, patient, drug class, and expense for a specific time period.		
12. Provides a method to accurately account for returned medications and provide credit to facility.		
13. Provides ability to transfer medications from "floor stock" to a patient for accurate tracking of first doses.		
14. Automatically transfer patient when moved from one facility to another or from one unit to another at the time of order filling.		
15. Provides delivery sheets by facility and unit location.		
16. Automatically discontinues all prescription orders upon release of patient.		
17. Differentiates between medications that are to be placed in medication cart versus those that can be kept by patient for self-administration.		
18. Provides a method for placing orders on hold for future start dates. Describe process.		
19. Provides a complete, perpetual inventory for multiple sites.		
20. Provides ability to print MARs from pharmacy and facility.		
21. Provides report of orders requiring renewal.		
22. Provides a "replacement" function for lost or stolen medications and provides reports to track replacements.		
23. Provides ability to select patients by name, booking number, facility, and other identifiers.		
24. Interface with County of Riverside "JIMS" and "JAMS" (probation system)? If not, Bidder will create interface. Please provide costs.		
25. Interface with Parata PacMed robot. If not, Bidder will create interface. Please provide costs.		
26. Tracks all patient demographic information including booking number, release information, transfer, inactive, location, status, gender, race, date of birth, if patient is eligible to keep medications on person etc.?		

4.0 TIMELINE

DATES:

1. RELEASE OF REQUEST FOR PROPOSAL	March 9, 2009
2. DEADLINE FOR SUBMISSION OF QUESTIONS Email: rstrickland@co.riverside.ca.us	Must be in the form of an Email by the close of business, 5:00 PM on: March 18, 2009
3. DEADLINE FOR PROPOSALS	1:30PM on April 01, 2009
4. TENTATIVE DATE FOR AWARDED RFP Approximately 30 to 120 days after the RFP closes.	The Bidders are responsible for checking the Purchasing website for notice of intent to award at: www.purchasing.co.riverside.ca.us

5.0 PERIOD OF PERFORMANCE

The period of performance shall be for five year(s), renewable in one-year increments with no obligation by the County of Riverside to purchase any specified amount of services.

6.0 PROPOSAL SUBMITTAL

All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "BIDDER Proposal." The submitted proposal shall be prepared in a bound notebook(s). **One (1) original and three (3) additional copies, each in a 3 ring binder, and one (1) (Microsoft Word or PDF document formatted on a virus free CD or flash drive), shall be submitted. Faxed or emailed proposals will not be accepted.**

ALL BIDS MUST BE SENT TO: County of Riverside
Purchasing and Fleet Services
Attention: Richard P. Strickland
RFP# MCARC099
2980 Washington Street
Riverside, CA 92504-4647

7.0 GENERAL REQUIREMENTS

Procedures for Submitting Proposals

7.1 All proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposal (RFP) and must contain a cover page with a certification of intent to meet the requirements specified.

7.2 The cover page of a responsive bid must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

7.3 The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.

7.4 The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.

7.5 Modification of Proposals, any BIDDER who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by BIDDER's authorized representative, executed, and submitted in

accordance with the terms and conditions of this solicitation. It is the responsibility of the BIDDER to ensure that modified proposals are resubmitted before the RFP submittal deadline of 1:30PM, December 11, 2008.

7.6 BIDDER's may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the BIDDER's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.

7.7 Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single sided, each section clearly titled, with tabs A-J, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "*See Enclosed Manual*" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged in the proposal.

7.8 **Late proposals will not be accepted.** Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.

7.9 The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.

8.0 REQUIRED FORMAT OF PROPOSALS

Proposals must contain the following sections:

- A. Proposal Cover Page (Page 4 of this RFP)
- B. Table of Contents
- C. Corporate/Company/Agency Profile
- D. Description of Services
- E. Cost Proposal
- F. Credentials/Resumes/Certifications/Licenses
- G. References
- H. Evidence of Insurability/ Business Licenses
- I. Financial Information
- J. Clarification/Exceptions/Deviations

A. Proposal Cover Page

The Proposal Cover Page (page 4 of this RFP) must be signed by an authorized representative. Signature by an authorized representative of the organization on the proposal cover page shall constitute a warranty, the falsity of which shall entitle the County of Riverside to pursue any remedy authorized by law, which shall include the right, at the option of the County of Riverside, of declaring any contract made as a result thereof, to be void.

B. Table of Contents

This section shall include a comprehensive table of contents that identifies material by sections A-J (in the order list above) and by sequential page numbers.

C. Corporate Profile

This section of the proposal is designed to establish the BIDDER as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e., partnership, corporation, etc.);
2. Proof of non-profit status, if applicable;
3. Company overview of services or activities performed, include:
 - a. The history of the BIDDER's firm.
 - b. The number of years in business under the present business name, as well as prior business names.
 - c. Number of years experience providing the proposed, equivalent, or related services.
 - d. Company hierarchy (President, Vice President, Company Officers, etc.) and organizational chart. Organizational chart shall clearly identify all positions that are being proposed to be funded under the project.
 - e. Company size - number of staff, proposed number of staff to provide services, and participant base.
 - f. Location of the office from which the work under this contract will be provided and the staff allocation at that office.
4. Whether the BIDDER holds controlling or financial interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated.

D. Description of services

All proposals must include a detailed description of the services to be rendered, including but not limited to the following:

1. A written general understanding to the requirements in the scope of services as detailed in the RFP, Appendix A, Points 3.1 -3.2, including:
 - a. Provide a work plan or description of how the work will be performed.
 - b. Give precise detail to include the following:
 - i. A complete description of how the interaction between the BIDDER's company and the County will take place to ensure that the services are performed and to the County's satisfaction, including resolving problems that may be encountered during the contract period.
 - ii. Describe the BIDDER's company policies regarding this contract to ensure proper compliance and quality assurance.
 - iii. Provide the BIDDER's company, policy and procedures for verification of education, training and competency of assigned staff.
 - iv. Provide the BIDDER's company background checking procedures
 - c. Describe the BIDDER's technical capabilities for this service/project.
 - d. Provide a description of your recruitment and retentions policies and procedures
 - e. Provide a sample invoice.

E. Cost Proposal

In this section, please complete and include the Cost Proposal Sheet attached as Exhibit A. BIDDERS may also include any other documents as information to further explain the proposed costs. Proposals must fully describe all costs to charges to County as part of this project. As stated in the Cost Proposal Sheet, BIDDERS must provide fully inclusive blended rates, which include all of the BIDDERS project-related or supported expenses.

Describe how costs will be controlled and properly identified to the specific tasks, while providing a high quality of services, high level of integrity and outcomes.

F. Credentials/Resumes/Certifications/Licenses

This section shall state the person(s) responsible for administering or providing the services. Identify the project manager and include his/her position, responsibilities, qualification/experience, and a copy of his/her certification or licenses held if applicable.

BIDDER shall specifically provide the following information on all employees to be providing service:

- Description of education;
- General experience;
- Experience or education related to the RFP project;
- Letters of reference if available;
- Any other information, which will assist in evaluating qualifications.

G. References

All BIDDER(s) must include present and past performance information with a minimum of three (3) references. Each reference shall include:

- Dates of work performed.
- Current contact person, company, address, and email and telephone number for each reference identified.
- Describe recent similar projects that are equivalent to the County. These experiences must show the qualifications of the BIDDER's capabilities to complete the County's requirements. Provide a summary of the scope of services performed for these other projects.

Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

H. Evidence of Insurability/Business Licenses

All BIDDER(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the BIDDER has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured.

H.1 Insurance

Without limiting or diminishing the BIDDER'S's obligation to indemnify or hold the COUNTY harmless, BIDDER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

H.1a Workers' Compensation

If the BIDDER has employees as defined by the State of California, the BIDDER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

H.1b Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of BIDDER'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

H.1c Vehicle Liability

If BIDDER'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then BIDDER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.

H.1d General Insurance Provisions - All lines

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The BIDDER'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the County's Risk Manager, BIDDER'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) BIDDER shall cause BIDDER'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***BIDDER shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the BIDDER has become inadequate.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

H.2 Business License

The BIDDER shall certify to the possession of any and all current required licenses or certifications. All BIDDER(s) shall provide a copy of current business license or other applicable licenses.

I. Financial Statement

The BIDDER must submit financial statements (balance sheet and income statement) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the BIDDER's entire business entity. Please place in a separate envelope and mark "Confidential" if your firm requires this to be kept confidential. The County does not guarantee that the financials submitted will be kept confidential.

J. Clarification, Exceptions or Deviations

All BIDDER(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. The following contractual terms are non-negotiable:

1. Indemnification
2. All insurance terms
3. Termination
4. Ownership/Use of Contract Materials and Products(If applicable)
5. Disputes
6. Governing Law

9.0 EVALUATION CRITERIA

Proposals will be evaluated based on relevant factors, including but not limited to the following:

1. Overall responsiveness and general understanding of the RFP requirements.
2. Overall cost to the County.
3. References with demonstrated success with similar work to the Scope of Service.
4. Technical capability and project methodology
5. Service Response and Technical Support
6. Financial status

10.0 EVALUATION PROCESS

All proposals will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the BIDDER to contact any other County representative may result in disqualification of the BIDDER. All evaluation material will be considered confidential and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

11.0 INTERPRETATION OF RFP

The BIDDER must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any BIDDER planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

12.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected BIDDER. A sample of the standard County contract to be used for this project is attached as Exhibit D. If an agreement cannot be reached, negotiations with the second ranking BIDDER shall commence.

All BIDDER(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. The following contractual (Exhibit B of this RFP) terms are non-negotiable:

- Indemnification (Point 21)
- All insurance terms (Point 22)
- Termination (Point 5)
- Ownership/Use of Contract Materials and Products ((If applicable) Point 6))
- Disputes (Point 11)
- Governing Law (Point 23.11)

13.0 CANCELLATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes “public record” as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the BIDDER; otherwise the BIDDER agrees that any and all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFP.
- The services are no longer required.
- Proposals received are at an unreasonable cost.
- Proposal did not independently arrive in open competition, were collusive, or were not submitted in good faith.
- The County determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any and all proposals hereunder. This Request for Proposal does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the County.

14.0 CONFIDENTIALITY AND PROPRIETARY DATA

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Proposal Submitters should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

EXHIBIT A

BID SHEET

**Correctional/Detention Pharmacy Prescription Processing and
Management Computer Software System**

Manufacturer _____ **Catalog Number** _____

Price \$ _____

Warranty / New - Your software warranty period is _____ days. Your labor warranty period is _____ days.

Replacements under warranty are made on site or at the location specified below and freight charges will be paid
by: _____

License Fee: Year 2 \$ _____

Year 3 \$ _____

Year 4 \$ _____

Year 5 \$ _____

COMPLETE DELIVERY Includes any options or accessories required to insure a **turnkey** installation, i.e. proper training and demonstration of software with designated staff members.

What is the estimated number of days required for completion of training and in servicing of staff after receipt of software?
_____ **days**

CERTIFICATIONS

I, _____, a duly authorized agent of _____
Printed Name of Agent/Officer Name of Organization/Consortium

_____, hereby certify that _____,
Name of Organization/Consortium

by submission of this proposal in response to Request for Proposal MCARC056, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

Exhibit B

LOCAL PREFERENCE

RFP #MCARC099

Local Business Qualification Affidavit

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

Definition of Local Business

A local business shall mean business firms with fixed offices located within the geographical boundaries of Riverside County, authorized to perform business within the County, and in doing so, credit all sales tax from sales generated within Riverside County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

Local businesses" shall have a Riverside County business street address. Post office box numbers, residential addresses or un-staffed sales offices shall not suffice to establish status as a "local business". To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Riverside County for at least (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the County to verify qualification includes:

1. **A copy of their current BOE 531-A and/or BOE 530-C form** (State, Local & District Sales and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. **A current business license** if required for the political jurisdiction the business is located in.
3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company's employees, during normal business hours.

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

Length of time at this location: _____ Number of Company Employees at this address: _____

If less than 6 month, list previous
Riverside County location: _____

Business License # (where applicable): _____ Jurisdiction _____

Hours of Operation: _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc): _____

Signature of Company Official

Date

Submittal of false data will result in disqualification of local preference and/or doing business with Riverside County.