REQUEST FOR PROPOSALS FOR

Correctional Pharmaceutical Services
For
The Pennsylvania Department of Corrections

ISSUING OFFICE

Pennsylvania Department of General Services
Bureau of Procurement

RFP NUMBER
RFP #6100014379

DATE OF ISSUANCE

January 21, 2010
REQUEST FOR PROPOSALS FOR
Correctional Pharmaceutical Services
For the
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## CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsibility</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline to submit Questions via email to <a href="mailto:rgaul@state.pa.us">rgaul@state.pa.us</a> in order to be answered at the Pre-Proposal Conference.</td>
<td>Potential Offerors</td>
<td>January 29, 2010</td>
</tr>
<tr>
<td>Mandatory Preproposal Conference &amp; Site Visit—State Correctional Institution – Camp Hill, 2nd Floor Conference Room, Main Gate Building, 2520 Lisburn Road, Camp Hill, PA.</td>
<td>Issuing Office/Potential Offerors</td>
<td>February 3, 2010 9:00 am to 1:00 pm</td>
</tr>
<tr>
<td>Answers to Potential Offeror questions posted to the DGS website (<a href="http://www.dgsweb.state.pa.us/RTA/Search.aspx">http://www.dgsweb.state.pa.us/RTA/Search.aspx</a>) no later than this date.</td>
<td>Issuing Office</td>
<td>February 10, 2010</td>
</tr>
<tr>
<td>Please monitor website for all communications regarding the RFP.</td>
<td>Potential Offerors</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Sealed proposal must be received by the Issuing Office at Bureau of Procurement, 555 Walnut Street, 6th Floor Forum Place, Harrisburg Pa 17101.</td>
<td>Offerors</td>
<td>February 26, 2010 3:00 pm</td>
</tr>
</tbody>
</table>
PART I

GENERAL INFORMATION

I-1. **Purpose.** This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (Offerors) sufficient information to enable them to prepare and submit proposals for the Department of Corrections’ (DOC) consideration on behalf of the Commonwealth of Pennsylvania (Commonwealth) to satisfy a need for correctional pharmaceutical services for the DOC’s twenty-seven (27) institutions statewide and any new institutions opened during the duration of the contract. Correctional pharmaceutical services, as used in this RFP, refer to both the medications and pharmacy services. The current annual spend on the pharmaceuticals and pharmacy services covered by this RFP is approximately $34 million.

I-2. **Issuing Office.** The Department of General Services Bureau of Procurement (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Richard Gaul, rgaul@state.pa.us, 555 Walnut Street, 6th Floor Forum Place, Harrisburg Pa 17101, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

I-3. **Scope.** This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. **Problem Statement.** The DOC is responsible to provide medical services to more than 49,000 inmates in its custody. The DOC requires a Contractor to provide pharmaceutical services to the inmate population. The DOC recognizes that methods of delivery of inmate health care differ from methods used to provide health care services to members of the public. The selected Contractor is expected to provide pharmaceutical services that meet the same good and acceptable standards applicable to members of the public to the extent practicable given the inmates’ confinement status. Additional detail is provided in **Part IV** of this RFP.

I-5. **Type of Contract.** It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be an established price contract containing the Standard Contract Terms and Conditions as shown in **Appendix A**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6. **Rejection of Proposals.** The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. **Incurring Costs.** The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. **Pre-proposal Conference.** The Issuing Office will hold a pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-10** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the
limited facilities available for the conference, Offerors should limit their representation to three (3) individuals per Offeror. The pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services’ (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the Pre-proposal Conference is mandatory. **Failure to attend the pre-proposal conference shall disqualify an Offeror from consideration for the contract to be awarded from this RFP, and its proposal will be returned unopened.**

I-9. **Site Tours:** The DOC will provide a site tour at the State Correctional Institution - Camp Hill after the pre-proposal conference, as listed on the calendar events. Offeror attendance at this tour is mandatory. No other tours will be conducted. Further details will be provided at the pre-proposal conference. Please notify the Issuing Office as to who will be attending the site tour (maximum of two per Offeror). Directions to SCI Camp Hill can be found at [http://www.portal.state.pa.us/portal/server.pt/community/hide_camp_hill/7261/driving_directions/562909](http://www.portal.state.pa.us/portal/server.pt/community/hide_camp_hill/7261/driving_directions/562909).

I-10. **Questions & Answers.** If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email *(with the subject line “RFP #6100014379 Question”)* to the Issuing Officer named in Part I, Section I-2 of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events in order to be answered at the Pre-Proposal conference. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP Part I, Section I-11. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is described on the DGS website.

I-11. **Addenda to the RFP.** If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at [http://www.emarketplace.state.pa.us/](http://www.emarketplace.state.pa.us/). It is the Offeror’s responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-12. **Response Date.** To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise
notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject unopened, any late proposals.

I-13. **Proposals.** To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in Part II, providing ten (10) paper copies of the Technical Submittal and one (1) paper copy of the Cost Submittal and two (2) paper copies of the Disadvantaged Business Submittal. In addition to the paper copies of the proposal, Offerors shall submit two complete and exact copies of the entire proposal (Technical, Cost and Disadvantaged Business Submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. Offerors should ensure that there is no costing information in the technical submittal. Offerors should not reiterate technical information in the cost submittal. The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix B to this RFP) and the Proposal Cover Sheet is attached to the Offeror’s proposal, the requirement will be met. For this RFP, the proposal must remain valid for 120 days or until a contract is fully executed. If the Issuing Office selects the Offeror’s proposal for award, the contents of the selected Offeror’s proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office’s address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-14. **Disadvantaged Business Information.** The Issuing Office encourages participation by small disadvantaged businesses as prime contractors, joint ventures and subcontractors/suppliers and by socially disadvantaged businesses as prime contractors.

Small Disadvantaged Businesses are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes:

a. Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified minority business enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses; and

b. United States Small Business Administration certified 8(a) small disadvantaged business concerns.
c. Businesses that BMWBO determines meet the Small Business Administration criteria for designation as a small disadvantaged business.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons and earn less than $20 million in gross annual revenues ($25 million in gross annual revenues for those businesses in the information technology sales or service business).

Socially disadvantaged businesses are businesses in the United States that BMWBO determines are owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial or ethnic prejudice or cultural bias, but which do not qualify as small businesses. In order for a business to qualify as “socially disadvantaged,” the offeror must include in its proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person’s color, ethnic origin or gender.

Questions regarding this Program can be directed to:

Department of General Services
Bureau of Minority and Women Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: gs-bmwo@state.pa.us
Website: www.dgs.state.pa.us

A database of BMWBO-certified minority- and women-owned businesses can be accessed at http://www.dgsweb.state.pa.us/mbewbe/VendorSearch.aspx. The federal vendor database can be accessed at http://www.ccr.gov by clicking on Dynamic Small Business Search (certified companies are so indicated).

I-15. Information Concerning Small Businesses in Enterprise Zones. The Issuing Office encourages participation by small businesses, whose primary or headquarters facility is physically located in areas the Commonwealth has identified as Designated Enterprise Zones, as prime contractors, joint ventures and subcontractors/suppliers.

The definition of headquarters includes, but is not limited to, an office or location that is the administrative center of a business or enterprise where most of the important functions of the business are conducted or concentrated and location where employees are conducting the business of the company on a regular and routine basis so as to contribute to the economic development of the geographical area in which the office or business is geographically located.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons and earn less than $20 million in gross annual revenues ($25 million in gross annual revenues for those businesses in the information technology sales or service business).

There is no database or directory of small businesses located in Designated Enterprise Zones. Information on the location of Designated Enterprise Zones can be obtained by contacting:

Aldona M. Kartorie

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I-16. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror’s ability to meet the requirements of the RFP.

I-17. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

I-18. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

I-19. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. For this RFP, the selected contractor must be the direct provider of the pharmaceutical services to the DOC and must have current or past experience in serving populations in correctional settings. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters. In its proposal, Offerors must identify all subcontractor, partners, and suppliers that would be used in fulfilling the requirements of this contract and a detailed description of the roles and responsibilities for each. No further substitution of subcontractors, partners, or suppliers can be made without written approval from both the Department of General Services and the DOC.


a. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors’ submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

b. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office’s option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
c. **Public Disclosure.** After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Financial capability information submitted in response to Part II, Section II-1 of this RFP is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-21. **Best and Final Offers.** While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in combination and in any order:

i) Schedule oral presentations;

ii) Request revised proposals;

iii) Conduct a reverse online auction; and

iv) Enter into pre-selection negotiations.

The Issuing Office will limit any best and final offer opportunities to responsible Offerors (defined in Part III, Section III-4 of this RFP) whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award as being within the top competitive range of responsive proposals. The Evaluation Criteria found in Part III, Section III-3, shall also be used to evaluate the best and final offers. Price reductions offered through any reverse online auction shall have no effect upon the Offeror’s Technical Submittal. Dollar commitments to Disadvantaged Businesses and Enterprise Zone Small Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through any reverse online auction or negotiations.

I-22. **News Releases.** Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-23. **Restriction of Contact.** From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror’s proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror’s proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-24. **Debriefing Conferences.** Offerors whose proposals are not selected will be notified of the name of the selected Offeror and given the opportunity to be debriefed. The Issuing Office will schedule the time and location of the debriefing. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror’s proposal in relation to all other Offeror proposals. An Offeror’s exercise of the opportunity to be debriefed does not constitute the filing of a protest.
I-25. **Issuing Office Participation.** Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this Part I, Section I-25.

I-26. **Term of Contract.** The term of the contract will commence on the Effective Date and will end five (5) years from the Effective Date. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

I-27. **Offeror’s Representations and Authorizations.** By submitting its proposal, each Offeror understands, represents, and acknowledges that:

a. All of the Offeror’s information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.

b. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.

c. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.

d. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal 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.

e. The Offeror makes its proposal 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.

f. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four 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 or proposing on any public contract, except as the Offeror has disclosed in its proposal.

g. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no
outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

h. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

i. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

j. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror’s Pennsylvania taxes, unemployment compensation and workers’ compensation liabilities.

k. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

I-28. Notification of Selection. The Issuing Office will notify the selected Offeror in writing of its selection for negotiation after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.

I-29. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at http://www.dgsweb.state.pa.us/comod/ProtestProcedures.doc. A protest by a party not submitting a proposal must be filed within seven days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office.

I-30. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror’s possession and the Issuing Office’s version of the RFP, the Issuing Office’s version shall govern.
PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Disadvantaged Business cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following three separately sealed submittals:

a. Technical Submittal, which shall be a response to RFP Part II, Section II-1 and Sections II-4 through II-5;

b. Disadvantaged Business Submittal, in response to RFP Part II, Section II-2; and

c. Cost Submittal, in response to RFP Part II, Section II-3.

The Issuing Office reserves the right to request additional information which, in the Issuing Office’s opinion, is necessary to assure that the Offeror’s competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

II-1. Technical Submittal. Please complete and submit the Technical Questionnaire contained in Appendix C and all materials requested therein as your technical submittal.

II-2. Disadvantaged Business Submittal.

a. Disadvantaged Business Information.

i) To receive credit for being a Small Disadvantaged Business or a Socially Disadvantaged Business or for entering into a joint venture agreement with a Small Disadvantaged Business or for subcontracting with a Small Disadvantaged Business (including purchasing supplies and/or services through a purchase agreement), a Offeror must include proof of Disadvantaged Business qualification in the Disadvantaged Business Submittal of the proposal, as indicated below:

1) A Small Disadvantaged Businesses certified by BMWBO as an MBE/WBE must provide a photocopy of their BMWBO certificate.

2) Businesses certified by the U.S. Small Business Administration pursuant to Section 8(a) of the Small Business Act (15 U.S.C. § 636(a)) as an 8(a) Small Disadvantaged Businesses must submit proof of U.S. Small Business Administration certification. The owners of such businesses must also submit proof of United States citizenship.
3) Businesses, which assert that they meet the U.S. Small Business Administration criteria for designation as a small disadvantaged business, must submit: a) self-certification that the business meets the Small Business Administration criteria and b) documentary proof to support the self-certification. The owners of such businesses must also submit proof of United States citizenship, and provide any relevant small disadvantaged business certifications by other certifying entities.

4) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration small disadvantaged business, must attest to the fact that the business has 100 or fewer employees.

5) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration small disadvantaged business, must submit proof that their gross annual revenues are less than $20,000,000 ($25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.

ii) All businesses claiming status as a Socially Disadvantaged Business must include in the Disadvantaged Business Submittal of the proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person’s color, ethnic origin or gender. The submitted evidence of prejudice or bias must:

1) Be rooted in treatment that the business person has experienced in American society, not in other countries.

2) Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.

3) Indicate that the business person’s experience with the racial or ethnic prejudice or cultural bias has negatively impacted his or her entry into and/or advancement in the business world.

BMWBO shall determine whether the Offeror has established that a business is socially disadvantaged by clear and convincing evidence.

iii) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:

1) Those Small Disadvantaged Businesses submitting a proposal as the Offeror, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost
Submittal) to be performed by the Offeror and not by subcontractors and suppliers.

2) Those Small Disadvantaged Businesses submitting a proposal as a part of a joint venture partnership, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Small Disadvantaged Business joint venture partner and not by subcontractors and suppliers or by joint venture partners who are not Small Disadvantaged Businesses. Offeror must also provide:

   a) The amount of capital, if any, each Small Disadvantaged Business joint venture partner will be expected to provide.
   b) A copy of the joint venture agreement signed by all parties.
   c) The business name, address, name and telephone number of the primary contact person for the Small Disadvantaged Business joint venture partner.

3) All Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to Small Disadvantaged Businesses as subcontractors. To support its total percentage DB subcontractor commitment, Offeror must also include:

   a) The dollar amount of each subcontract commitment to a Small Disadvantaged Business;
   b) The name of each Small Disadvantaged Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Disadvantaged Business.
   c) The services or supplies each Small Disadvantaged Business will provide, including the timeframe for providing the services or supplies.
   d) The location where each Small Disadvantaged Business will perform services.
   e) The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.
   f) A signed subcontract or letter of intent for each Small Disadvantaged Business. The subcontract or letter of intent must identify the specific work, goods or services the Small Disadvantaged Business will perform and how the work, goods or services relates to the project.
   g) The name, address and telephone number of the primary contact person for each Small Disadvantaged Business.

4) The total percentages and each subcontractor commitment will become contractual obligations once the contract is fully executed.

5) The name and telephone number of the Offeror’s project (contact) person for the Small Disadvantaged Business information.
iv) The Offeror is required to submit **two** copies of its Disadvantaged Business Submittal. The submittal shall be clearly identified as Disadvantaged Business information and sealed in its own envelope, separate from the remainder of the proposal.

v) A Small Disadvantaged Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

vi) An Offeror that qualifies as a Small Disadvantaged Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

b. **Enterprise Zone Small Business Participation.**

i) To receive credit for being an enterprise zone small business or entering into a joint venture agreement with an enterprise zone small business or subcontracting with an enterprise zone small business, an Offeror must include the following information in the Disadvantaged Business Submittal of the proposal:

1) Proof of the location of the business’ headquarters (such as a lease or deed or Department of State corporate registration), including a description of those activities that occur at the site to support the other businesses in the enterprise zone.

2) Confirmation of the enterprise zone in which it is located (obtained from the local enterprise zone office).

3) Proof of United States citizenship of the owners of the business.

4) Certification that the business employs 100 or fewer employees.

5) Proof that the business’ gross annual revenues are less than $20,000,000 ($25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.

6) Documentation of business organization, if applicable, such as articles of incorporation, partnership agreement or other documents of organization.

ii) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:

1) The name and telephone number of the Offeror’s project (contact) person for the Enterprise Zone Small Business.

2) The business name, address, name and telephone number of the primary contact person for each Enterprise Zone Small Business included in the proposal. The Offeror must specify each Enterprise Zone Small Business to which it is making commitments. The Offeror will not
receive credit for stating that it will find an Enterprise Zone Small Business after the contract is awarded or for listing several businesses and stating that one will be selected later.

3) The specific work, goods or services each Enterprise Zone Small Business will perform or provide.

4) The total cost amount submitted in the Offeror’s cost proposal and the estimated dollar value of the contract to each Enterprise Zone Small Business.

5) Of the estimated dollar value of the contract to each Enterprise Zone Small Business, the percent of the total value of services or products purchased or subcontracted that each Enterprise Zone Small Business will provide.

6) The location where each Enterprise Zone Small Business will perform these services.

7) The timeframe for each Enterprise Zone Small Business to provide or deliver the goods or services.

8) The amount of capital, if any, each Enterprise Zone Small Business will be expected to provide.

9) The form and amount of compensation each Enterprise Zone Small Business will receive.

10) For a joint venture agreement, a copy of the agreement, signed by all parties.

11) For a subcontract, a signed subcontract or letter of intent.

iii) The dollar value of the commitment to each Enterprise Zone Small Business must be included in the same sealed envelope with the Disadvantaged Business Submittal of the proposal. The following will become a contractual obligation once the contract is fully executed:

1) The amount of the selected Offeror’s Enterprise Zone Small Business commitment;

2) The name of each Enterprise Zone Small Business; and

3) The services each Enterprise Zone Small Business will provide, including the timeframe for performing the services.

II-3 Cost Submittal. The Medication Cost Detail Worksheet and Service Fee Worksheet, Appendix D to this RFP, shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. Offerors should not include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the
Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to Part I, Section I-10, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office’s written answer so that all proposals are submitted on the same basis.

The Medication Cost Detail Worksheet contains a list of all the medications provided for a one-year period. Complete the Medication Cost Detail Worksheet by filling in your per-unit net acquisition cost (the net invoice price less any payment discounts or rebates) and associated service fee for each medication shown. Also compute your total annual net acquisition costs and total annual service fees for each medication, based on the historical annual volumes provided.

You must also complete the Service Fee Worksheet, which will show the service fee structure that your pricing strategy is based on. For Years 1 through 5, please show your service fee structure according to dispensing category. The Service Fee Worksheet template that is provided shows two broad dispensing categories: Patient-Specific Medications and Stock Medications. However, you should expand the worksheet with additional rows as needed to show your own pricing strategy. Every different service fee level in your pricing structure should be shown as a separate row on the worksheet. The total service fees for each year should then be computed based on the total annual volume of prescriptions in each dispensing category. Note that your total annual volume for each dispensing category is determined by how your pricing strategy categorizes the drugs that were detailed in the Medication Cost Detail Worksheet. The annual service fee totals shown in your Service Fee Worksheet must therefore be consistent with the overall annual service fee totals that are presented in your Medication Cost Detail Worksheet. The service fee shall be sufficient to cover all services outlined in Part IV of this RFP and shall take into consideration all equipment, maintenance, and supplies necessary for the DOC to process medication orders. No additional fees shall be considered.

II-4. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in Appendix A) it would like to renegotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror’s failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office’s sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for Appendix A. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror’s, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in Appendix A. The Issuing Office will reject any proposal that is conditioned on the negotiation of terms and conditions other than those set out in Appendix A or to other provisions of the RFP as specifically identified above.

II-5. Domestic Workforce Utilization Certification. Complete and sign the Domestic Workforce Utilization Certification contained in Appendix E of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal.
PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

   a. Timely received from an Offeror; and

   b. Properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The Issuing Office reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in an Offeror’s proposal.

III-3. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

   a. Technical: The Issuing Office has established the weight for the Technical criterion for this RFP as 50% of the total points. Evaluation will be based upon the following in order of importance: service and capability; prescription fulfillment; continuous quality improvement; prescription delivery; automation of prescription fulfillment; returns; and prescription formulary.

   b. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as 30% of the total points.

   c. Disadvantaged Business Participation: BMWBO has established the weight for the Disadvantaged Business Participation criterion for this RFP as 20% of the total points. Evaluation will be based upon the following in order of priority:

      Priority Rank 1 Proposals submitted by Small Disadvantaged Businesses.

      Priority Rank 2 Proposals submitted from a joint venture with a Small Disadvantaged Business as a joint venture partner.

      Priority Rank 3 Proposals submitted with subcontracting commitments to Small Disadvantaged Businesses.

      Priority Rank 4 Proposals submitted by Socially Disadvantaged Businesses.

Each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses and/or Socially Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the highest score and the succeeding options receiving scores in accordance with the above-listed priority ranking.

To the extent that an Offeror qualifies as a Small Disadvantaged Business or a Socially Disadvantaged Business, the Small Disadvantaged Business or Socially Disadvantaged Business cannot enter into subcontract arrangements for more than 40% of the total estimated dollar amount of the contract. If a Small Disadvantaged Business or a Socially Disadvantaged Business subcontracts more than 40% of the total estimated dollar amount of the contract to other contractors the Disadvantaged Business Participation scoring shall be proportionally lower for that proposal.
d. **Enterprise Zone Small Business Participation:** In accordance with the priority ranks listed below, bonus points in addition to the total points for this RFP, will be given for the Enterprise Zone Small Business Participation criterion. The maximum bonus points for this criterion is 3% of the total points for this RFP. The following options will be considered as part of the final criteria for selection:

- **Priority Rank 1** Proposals submitted by an Enterprise Zone Small Business will receive three percent bonus for this criterion.

- **Priority Rank 2** Proposals submitted by a joint venture with an Enterprise Zone Small Business as a joint venture partner will receive two percent bonus for this criterion.

- **Priority Rank 3** Proposals submitted with a subcontracting commitment to an Enterprise Zone Small Business will receive the one percent bonus for this criterion.

- **Priority Rank 4** Proposals with no Enterprise Zone Small Business Utilization shall receive no points under this criterion.

To the extent that an Offeror is an Enterprise Zone Small Business, the Offeror cannot enter into contract or subcontract arrangements for more than 40% of the total estimated dollar amount of the contract in order to qualify as an Enterprise Zone Small Business for purposes of this RFP.

e. **Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum bonus points for this criterion is 3% of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the contract is executed.

III-4. **Offeror Responsibility.** To be responsible, an offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

1. The total score for the technical submittal of the offeror’s proposal must be greater than or equal to 70% of the highest scoring technical submittal; and

2. The offeror’s financial information must demonstrate that the offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will assess each offeror’s financial capacity based on industry standard analysis of the offeror’s financial statements requested with the Technical Questionnaire. This may include:
• ratio, horizontal or vertical analysis;
• industry comparison using Dun & Bradstreet’s Key Business Ratios to measure offerors’ solvency, efficiency and profitability;
• the ratio of the offeror’s annual sales revenue to the expected annual spend for this contract;
• the percentage of the offeror’s annual sales revenue attributed to the Commonwealth; and
• the offeror’s sustainable growth rate.

The Issuing Office will not consider for best and final offers or selection for contract negotiation any offeror who fails to achieve acceptable scores on the Dun & Bradstreet’s Key Business Ratios; has annual sales revenue substantially less than the expected annual spend for this contract; with the award of this contract would receive proportionally excessive annual sales revenue from the Commonwealth; or has a sustainable growth rate which does not support the addition of the expected annual spend for this contract. However, the Issuing Office reserves the right, in its sole discretion, to consider an offeror who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein for best and final offers or contract negotiation if the offeror can provide contract performance security for the expected total annual service fees for this contract in a form acceptable to the Issuing Office. Based on the financial condition of the offeror, the Issuing Office may require a certified or bank (cashier’s) check, letter of credit, or a performance bond conditioned upon the faithful performance of the contract by the offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the offeror and cannot increase the offeror’s cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-5. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BMWBO will evaluate the Disadvantaged Business Submittal and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.
PART IV

WORK STATEMENT

The Department of General Services has issued this Request for Proposal (RFP) to obtain a contractor to provide correctional pharmaceutical services, which includes both the medications and pharmacy services, to the Department of Corrections (DOC). The DOC currently has twenty-seven (27) institutions throughout the Commonwealth housing more than 49,000 inmates. A map of the institutions can be found at www.cor.state.pa.us. The DOC is required to provide all inmates in its custody with medical services which are equivalent to those available to the general public. Currently, the DOC contracts with three contractors to provide the full range of medical services. Prison Health Services provides basic primary care and ancillary services. MHM Correctional Services, Inc., provides psychiatric and other mental health services. Diamond Pharmacy is currently providing pharmacy services through an Emergency Purchase Order which will cease as soon as a new contract is awarded. The current annual spend on the pharmaceuticals and pharmacy services covered by this RFP is approximately $34 million. The DOC recognizes that methods of delivery of inmate pharmaceutical services differ from methods used to provide pharmaceutical services to members of the public. Nevertheless, the selected Offeror will be expected to provide pharmaceutical services that meet the same good and acceptable pharmaceutical standards provided to members of the public to the extent practicable given the inmates confinement status.

IV-1. Objectives:

a. GENERAL. The Commonwealth seeks an Offeror experienced in the area of correctional pharmaceutical services to provide such pharmaceutical services to the DOC. For this RFP, the selected Offeror must be the direct provider of the pharmaceutical services to the DOC and must have current or past experience in serving populations in correctional settings. The DOC provides a full range of medical treatments for inmates and requires a pharmaceutical services contractor to provide all medications to support the medical treatments.

b. SPECIFIC. DOC institutions do not have pharmacies or pharmacists on site. The selected Offeror will provide all medications that are ordered by our licensed medical providers. All medications are sent in blister packs and are either labeled inmate specific or as stock medications. The selected Offeror will also send to the institutions a computerized medication administration record (MAR), which the institutions utilize to document administration of medications, in addition to other required reports. The selected Offeror shall also provide licensed pharmacists assigned to the institutions to conduct quarterly audits of the institution’s medication rooms and assist in the disposal of specific medications.

The overall goals of any resulting Pharmacy Services Contract are to:

- Package and deliver all ordered medications to each institution in a manner approved by DOC.
- To purchase and deliver medications in a cost-efficient method consistent with other requirements of this RFP.
- Develop strategies to minimize pharmaceutical cost increases during contract years.
Dispense medications at a standard of care consistent with National Pharmaceutical Standards and all applicable Pennsylvania statutes and laws.

Partner with the DOC and its other medical health care providers to participate in a joint Continuous Quality Improvement plan, focusing on outcome strategies to improve patient care including a reduction of medication errors.

Be fully cooperative with DOC and other medical health care providers to effectively treat medical and mental health disorders at a level consistent with community standards of care.

Provide the DOC and other contractors providing medical health care to DOC with an approved computer automation system for ordering medications, receiving medications, administering medications to inmates, bar code scanning devices, inventory control of medications, MARS and documentation of the dispensing process. All computer automation must be compliant to national pharmaceutical standards for electronic medical records. In addition the selected Offeror will work with the PA DOC to ensure our current and ongoing security guidelines for computer automated systems are achieved.

IV-2. Institutions: A complete list of current institutions and the estimated populations for the institutions are presented in Appendix F, Inmate Population by Institution As of December 17, 2009, as a reference for Offerors. The information is an estimate based on population projections and new institution construction. The DOC does not guarantee these figures and Offerors must present a flexible proposal to deal with possible fluctuations. Should the DOC open new institutions or close institutions, they may also be added to or deleted from this contract.

IV-3. Requirements: The Contractor must provide pharmaceutical services ordered by all appropriately licensed personnel providing care at the DOC’s institutions as set forth in this RFP. A chart of the number of prescriptions (new and refills), stock medication, and over-the-counter medications ordered between September 2008 and August 2009 are listed, by institution, in Appendix G, Medication Orders by Institution, September 2008 through August 2009.

A. Service and Capabilities

1. The Contractor must have experience in providing pharmacy services as described in this RFP in other correctional institutions.

2. The Contractor must have sufficient capacity to meet the demands of this contract in areas such as personnel, warehouse or storage capacity, production capacity and financial capital.

3. The DOC will not accept an error rate for filling medication orders of more than 0.05 percent for each month at each institution. The Contractor, through the lead pharmacist, will develop with DOC a Medication Error Review process to include electronic tracking, reporting and trending of Dispensing and Administration Errors. This report will be sent monthly to the Bureau of Health Care Services.

4. The Contractor shall designate a lead pharmacist for this contract. The lead pharmacist will serve as the point of contact for the DOC and shall be responsible for and have the authority to resolve issues that affect multiple institutions. The functions of the lead pharmacist shall include participation in the Continuous Quality Improvement program, participation in formulary management,
consultation on pharmacy policies and procedures, formulation of cost savings initiatives, and responding to data requests from the Bureau of Health Care Services and institutions. The lead pharmacist shall also provide analysis of data to identify medication trends and potential issues. The individual assigned to be the lead pharmacist may not be replaced by the Contractor without the written consent of the DOC.

5. The Contractor shall establish a customer service team to address any contract issues. A problem resolution plan will be implemented in consultation with the DOC.

6. The Contractor shall assign a primary and back-up pharmacy technician for each institution. This person will be the primary point of contact for the medical staff at the institution.

7. The Contractor will follow policies consistent with federal law and The Controlled Substance, Drug, Device, and Cosmetic Act (35 P.S.§§ 780-101 through 780-144), and the Pharmacy Act (63 P.S. §§ 390-1 through 390-13).

8. The Contractor is responsible for providing all equipment, supplies and equipment maintenance necessary for the receipt and delivery of prescriptions and medications. For example, if the prescriptions are to be sent to the Contractor via facsimile, the Contractor shall provide and maintain the facsimile machines and shall provide all supplies for the facsimile machine. If the Contractor is proposing an electronic method, all required software costs (including licensing fees), equipment, supplies, training and support shall be provided and maintained by the Contractor. All hardware (including peripheral equipment such as scanners and printers) shall be compatible with existing DOC hardware. Any costs associated with this equipment, supplies or maintenance shall be part of the Contractor’s service fees as set forth in Part II-3.

B. Prescription Fulfillment

1. The Contractor must use a multi-dose system for dispensing patient specific and stock medications unless contraindicated by the manufacturer. The blister card system is required; any other multi-dose system must be approved by DOC. Medications must be packaged in a thirty day supply, except for smaller orders, releases and special situations.

2. All medications must be properly labeled to include inmate name and number, medication name, route and times of administration and total number of doses or days of medication. In addition, the discontinuation date and the expiration dates are to be displayed in a prominent position.

3. Psychotropic medications will be provided in liquid form, if available, if ordered by a health care provider.

4. The Contractor, through the designated lead pharmacist, will participate with the DOC’s Bureau of Health Care Services in developing an Over-the-Counter (OTC) medication administration procedure. OTC medications will be packaged
in a manner that will include indications for patient use, directions and patient warnings.

5. Medications distributed as stock must be distributed by a Pennsylvania Licensed Drug Wholesaler and Pedigree Papers compliant with federal Pedigree requirements shall be supplied with each medication. The Contractor must demonstrate that they meet these requirements and have a process to provide the Pedigree Papers electronically. The Contractor must also be a duly licensed repackager. All required licenses must be in effect at the time of proposal submittal.

6. The Contractor will supply emergency medication and intravenous (I.V.) medication lists per DOC policies and procedures.

7. The Contractor will be responsible to provide Post Exposure Prophylaxis (PEP) kits at each institution to include HIV prophylactic medications for significant exposures for inmates and staff. If the exposure requires the staff member to continue the medications, the Contractor will receive a prescription and the Contractor must deliver the medication the next business day to the staff member’s home address and bill the Pennsylvania Workers Compensation Program directly.

8. Medication quantities must be in sufficient amounts to ensure continuous treatment, recognizing time intervals for obtaining the medication from the pharmacy.

C. Delivery

1. Prescriptions must be prepared off-site and delivered to the institutions six days per week, Monday through Saturday. Prescriptions must be delivered within 36 hours of a specified daily cut-off time six days per week, Sunday through Friday and within 60 hours for orders written on Saturdays and the day before an official state holiday. Medications must be delivered to each institution at a consistent time each day.

2. The Contractor must provide a satisfactory plan for holiday and emergency deliveries. This plan must be approved by the Bureau of Health Services.

3. A pharmacist must be on call 24 hours a day, 7 days a week, 365 days a year for consultations. If it is a long distance number, the Contractor must provide a toll free 800 number. The Contractor will provide emergency and routine consultations regarding all phases of the institutional pharmacy operation. These consultations can be requested on-site, or via tele- or video-conferencing. On-site visits will be approved by the institution’s Corrections Health Care Administrator (CHCA).

4. The Contractor will be required to have a back-up pharmacy or a network of backup pharmacies to fill emergency prescriptions or back-ordered medications. Emergency prescriptions must be filled and delivered within two-hours or in a manner acceptable by the ordering practitioner. The Contractor must list the specific back-up pharmacy for each institution.
5. The Commonwealth is seeking a 100% order fill rate (orders delivered within contract timeframes without backorders).

D. Prescription Formulary

1. The Contractor must provide a drug formulary which makes available a sufficient cross section of medications to treat common medical and mental health disorders. The formulary will be reviewed with and approved by the Bureau of Health Care Services.

2. Non-formulary medications will require a non-formulary approval procedure co-developed by the Bureau of Health Care Services and the Contractor.

3. A restricted formulary list of high priced medications will be developed by the Bureau of Health Care Services and the Contractor. A procedure will be developed for a higher level of review for these specific medications – beyond the non-formulary review process. The Contractor must include a description of their higher level review processes developed for other correctional contracts.

4. Therapeutic substitution or therapeutic interchange medication procedures will not be implemented by the Contractor, without approval by the Bureau of Health Care Services. The formulary medication list will include medications commonly used for these procedures. When therapeutic substitutions occur, the medication will be marked as such.

5. Pharmaceuticals, which are experimental, investigational, or are not approved by the U.S. Food and Drug Administration, for general marketing and/or not otherwise generally recognized as suitable or appropriate for treatment of diagnosed medical or mental health conditions, must be pre-approved by Bureau of Health Care Services.

E. Continuous Quality Improvement (CQI). The DOC has established a comprehensive Continuous Quality Improvement (CQI) Program. The DOC Chief of Clinical Services will direct the administrative statewide quality improvement meetings that are to be held. The lead pharmacist will be a member of the Bureau of Health Care Services’ quality improvement team and will work closely with the Bureau. The lead pharmacist will participate actively on the Statewide Quality Improvement Committee, which includes the Hepatitis C Task Force Committee, and any other ad hoc committees as needed. The lead pharmacist will also be a member of the Medical Advisory Committee, consisting of at least two site physicians, per region, working along with the Regional Medical Directors, the Bureau of Health Care Services, the DOC Chief of Clinical Services, the DOC Assistant Medical Director, and the DOC Quality Improvement staff to implement and oversee clinical guidelines, services, and practices.

1. The Contractor must provide oversight of the pharmacy operation with a minimum of one visit per quarter to each institution by a registered pharmacist to review operations. The Contractor must provide the number of pharmacists who will be providing oversight and list the number of institutions each pharmacist will be responsible for providing services.
2. The pharmacist will be a standing member of each institution’s Pharmacy and Therapeutics Committee and will assist in developing site specific and DOC Statewide CQI monitoring of pharmaceutical outcome measures.

3. The Contractor will assist in completion of American Correctional Association (ACA) Adult Correctional Facility Performance Based Health Care audits. The Contractor will assist in providing outcome measures data for those audits. The Contractor will also assist in applicable Department of Public Welfare certification of Mental Health Units (MHU).

4. The Contractor will provide patient education materials upon request. Each educational item will be grade level appropriate for the general inmate population. Each educational item will be reviewed by the Bureau of Health Care Services to ensure security concerns are addressed. These materials will be utilized by nursing at the time of medication administration. In addition the Contractor will provide frequent patient education materials that are suitable for group education. This may include multi-media presentation, such as videos, that will assist DOC staff in presenting the material. Educational materials must be provided in both English and Spanish.

5. The Contractor must have a documented CQI plan for the fulfillment and delivery of medications.

F. Return of Medication

1. The Contractor will provide a procedure for return for monetary credit of unused medications from the sites to the pharmacy company. The Contractor must identify which medications can be returned and the credit that will be issued to the Department. The Contractor must also explain the repackaging processes for returned medications. All expired and or not needed Controlled Substances (Schedule II-V) will be removed by the pharmacist during on-site visits. The procedure for medication returns and monetary credits will be reviewed by DOC. The Contractor will develop a procedure for reimbursement for all medication returns. The goal of this procedure will be to minimize costs.

2. The Contractor will be required to have documented procedures to address discontinued medications and recalls of medications. These procedures shall include but not be limited to notification procedures, timeframes for notifications, and methods of returning or disposing of recalled medications.

G. Reporting Requirements

1. During the course of the contract, the Contractor will supply the following accountability documents to the institutions and the Bureau of Health Care Services. Samples of such reports shall be included in the response to the Technical Questionnaire, as required.
   
a. Patient profile.

b. Patient allergy and drug interaction alert.
c. Monthly report of drug usage sent to each institution by the third working day of the following month. This report will include:

- All medications utilized (Formulary and Non-Formulary)
- Number of scripts written
- Total amount of the medication dispensed
- Separate categories of data for both patient specific and stock medications
- Total cost of all medication plus a breakdown of the costs for the following:
  - HIV
  - Hepatitis C
  - Atypical Antipsychotic medication categories
- Total cost of Over-the-Counter medications
- Top 20 medications by quantity and cost
- Top 10 psychotropic medications by quantity and cost

d. On-going narcotic-controlled substance inventory at each site.

e. Monthly psychotropic usage report per the BHCS monthly statistical reports by the third working day of the following month.

f. Medical Administration Record (MAR) utilized at each site for medical charting. MAR’s should include a nurse signature area on the front of the MAR. The MAR’s will be delivered to each institution five days before the end of the calendar month.

g. Report of all patient-specific medications delivered to each institution, updated every 2 weeks, for use in case of public health emergency and anticipated compromised of delivery capability.

h. Reporting and tracking of any cost savings initiatives.

i. Other management reports requested by the Department of General Services or the DOC.

H. Emergency Preparedness. To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. Please respond to Question 25 of the Technical Questionnaire.

IV-2. Pricing: Pricing for this contract shall be based upon the selected Contractor’s Actual Acquisition Cost for the medications and a separate fixed service fee based upon medication
classification. As such, it is the responsibility of the Contractor to adjust invoices through credits to the DOC to accommodate any rebates, discounts, or price reductions offered by the manufacturers.

The Commonwealth is continuously seeking ways to reduce or contain costs. Any Contractor selected as a result of this RFP will be required to work with the DOC to find ways to contain costs and improve efficiency.

Currently the DOC is purchasing Hepatitis A and B vaccine and hemophiliac products from other contractors because of significant cost savings, such as 340b pricing. The DOC reserves the right to purchase these and any other medications from other sources due to cost savings throughout this contract period.

IV-3. **Contract Management:** The Commonwealth recognizes that service issues will arise during the course of any contract entered into as a result of this RFP. Some issues will be institution specific while others will affect multiple institutions. The Commonwealth requires the Contractor to designate a lead pharmacist who will serve as the point of contact, be responsible for, and have the authority to resolve, issues that affect multiple institutions. The functions of the lead pharmacist shall include participation in the Continuous Quality Improvement program, participation in formulary management, consultation on pharmacy policies and procedures, formulation of cost savings initiatives, and responding to data requests from the Bureau of Health Care Services and institutions. This individual will also be expected to initiate measures to assure that all services covered by this RFP are delivered in a timely manner consistent with good and acceptable medical standards.

The Contractor must comply with all DOC policies and directives on health care including those found in the DOC’s Volume 13 series at [www.cor.state.pa.us/standards/cwp/view](http://www.cor.state.pa.us/standards/cwp/view). The Contractor must participate in any committees required by the DOC.

IV-4. **Invoicing:** The Contractor shall provide the DOC with invoicing that, at a minimum, contains the following information:

- A cover sheet for medication costs that month
- A cover sheet for credit returns that month
- Back up documentation for each invoice that includes the prescription number, the inmate name, inmate number, quantity dispensed, price of medication, service fee, facility code, label name, fill date, and provider name
- If an invoice denotes a credit for medication returned, the invoice should indicate the quantity returned and the return date
- If credit is owed to the DOC for rebates or incentives offered by the manufacturers, such credits shall be denoted on the invoice with the quantity purchased and the date of the credit

Invoices are to be separated by institution in hard copy and electronic format to the applicable institution. Institution staff will review the invoices and return the approved invoice to the Contractor within seven (7) calendar days of receipt by the institution. The Contractor will then send one combined invoice to the DOC’s Division of Fiscal Management.

IV-5. **Security Requirements:** Due to the nature of correctional institutions, the following security
requirements must be accepted by the Contractor:

A. Adherence to all security rules of the DOC and the institution.

B. All employees of the contractor are subject to complete background investigations at the discretion of the DOC. The Contractor’s employees must complete the security clearance application process and all required training. Since individual security clearances are only valid for a maximum of six (6) months, (and may be issued for shorter periods), it is the responsibility of the contractor/employee to renew their request for another six (6) month clearance. The DOC reserves the right to deny any employee of the contractor access to its institutions, information or to their clients as the result of confidential information obtained during the course of the security clearance process or for violation of DOC policy.

C. Contractor will work with security staff to develop alternatives when particular medical orders, implicate particular institution security concerns.

IV-6. Data Management Automation: It is the intent of the DOC to continue to expand and refine our data collection for analysis, trending, and tracking purposes, which will enhance our health care delivery system. The Contractor will be required to participate and link to our automated systems. The Contractor may be required to provide additional statistical data as necessary. The Contractor will be responsible to provide data necessary to complete any reports requested by the Bureau of Health Care Services or the institutions.

The Contractor will also be responsible to provide data for the Hepatitis C tracking and participate in gathering outcome data measurements for this program and any other future programs the DOC and Contractor develop.

When the Department converts to an automated medical record system, the Contractor will be required to link to the DOC’s automated hardware/software, in cooperation with the DOC’s Bureau of Information Technology and any contract supplier of the automated system.

At the start of this contract, the Contractor must provide a daily download of all medications ordered for each inmate and this data must be able to be added into the medical providers scheduling tracking systems, currently Prison Health Services’ PTRAX system. Also at the start of this contract the Contractor must provide a system enabling nursing staff to scan their orders in daily to accelerate the check-in process. The system must also provide a list of medications that were not received that day, but the institution should receive the next delivery day. All Offerors must fully explain, document and demonstrate its capacity to perform these functions in their responses.

All Offerors must include in their proposals an electronic ordering and electronic MAR system. The electronic systems must be fully explained, documented and demonstrated in the response to the proposal. The systems must be compatible with the particular IT restraints of Pennsylvania DOC (i.e. web-based) and must be accessible from multiple locations throughout the institutions. All security features, including data security and HIPAA compliance must be fully explained. The system must be adaptable to inmate movement and frequent updating. System must fully track and document all staff activity. All Offerors must provide correctional references who can document experience and satisfaction with the electronic systems.
The Commonwealth shall own and retain all rights to all data collected as a result of this contract, which the contractor shall provide to the Commonwealth in a useable, non-proprietary format at the conclusion of this contract.

**IV-7. Addition/Deletion of Products:** The Contractor is responsible for notifying DOC of all new and discontinued products in a timely manner. Additional medications may be added to the contract as new medications are released or other medications are removed from the market by mutual agreement of the Contractor and the DOC. Pricing for new medications added to the contract will be based upon Actual Acquisition Cost and the services fees will be based upon the medication classification. At no time is the Contractor allowed to unilaterally change products or pricing.

DOC, through the Department of General Services, will advise the Contractor, in writing, whenever it opens a new correctional institution or closes an existing one.

**IV-8. Product Dating:** All products supplied to using agencies must have an expiration date of at least six months later than the delivery date unless the unique stability characteristics of the product require a shorter dating period. However, all products supplied must still be usable on the date received by the DOC and the expiration date must be such that the entire prescription received can be used by DOC.

**IV-9. Own Use.**

All pharmaceuticals purchased in accordance with this contract are for use by Authorized Using Agency, and potentially other participating governmental entities. All entities will operate within the boundaries, and dispense pharmaceuticals in accordance with the guidelines established by the Robinson-Patman Act (15 U.S.C. 13(a)) and the "own use" requirements as defined by *Abbott Labs v. Portland Retail Druggists* (425 U.S. 1 (1976)) and *Jefferson County Pharmaceutical Association, Inc. v. Abbott Labs* (460 U.S. 150 (1983)). Suppliers agree to comply with these requirements. Absolutely no products will be resold or redistributed outside the aforementioned entities, i.e. the products shall be used for the institutions “own use” as defined in *Abbott Labs v. Portland Retail Druggists* (425 U.S. 1 (1976)) and *Jefferson County Pharmaceutical Association, Inc. v. Abbott Labs* (460 U.S. 150 (1983)). Furthermore, all goods and materials purchased in accordance with the Contract will be used in “traditional governmental functions” as that term is used in *Jefferson County Pharmaceutical Association, Inc. v. Abbott Labs* (460 U.S. 150 (1983)). No pharmaceutical products purchased under this contract will ever be sold by the Commonwealth. Any pharmaceutical products no longer needed by the Commonwealth will be returned to the Contractor for credit (if eligible) or destroyed in accordance with industry standards.

**IV-10. Transition Assistance.**

Upon termination of this contract, either through expiration or a termination prior to expiration, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the Commonwealth, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the Commonwealth or a new Supplier. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Contract.

**IV-11. Additional Provisions.**

A. The DOC may deny access to any institution(s) to any of the Contractor’s employees or subcontractors for security purposes.

B. The Contractor’s staff will be responsible for testifying in court and assisting with grievance reviews as they are related to the requirements of any contract resulting from this RFP.
C. The Contractor understands that the implementation of new health services contract(s) may result in the reorganization of services and the opening, closing, or transfer of specialty care units within DOC.

D. The Contractor will be required to provide expert witnesses when requested in connection with inmate litigation related to the provision on medical services.

E. The Contractor must notify the Director of the Bureau of Health Care Services whenever an agent, affiliate, independent contractor, or subcontractor or any person performing services under any contract resulting from this RFP is asked to testify or provide an opinion or evidence in any litigation involving the DOC, its staff, or any inmate.


All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at least 50% of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business participation portion of the joint venture.

The selected contractor’s commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation shall be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Business participation and/or Enterprise Zone Small Business participation of the original contract.

The selected contractor shall complete the Prime Contractor’s Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BMWBO within 10 workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Business and/or Enterprise Zone Small Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter then the form must be completed by stating “No activity in this quarter.”

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESSES STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.
Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

<table>
<thead>
<tr>
<th>Offeror Information:</th>
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<tbody>
<tr>
<td>Offeror Name</td>
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<td>Offeror Mailing Address</td>
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<tr>
<td>Offeror Website</td>
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<tr>
<td>Offeror Contact Person</td>
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<tr>
<td>Contact Person’s Phone Number</td>
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<td>Contact Person’s Facsimile Number</td>
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<td>Offeror Federal ID Number</td>
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<table>
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<th>Submittals Enclosed and Separately Sealed:</th>
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<tr>
<td>□ Technical Submittal</td>
</tr>
<tr>
<td>□ Disadvantaged Business Submittal</td>
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<td>□ Cost Submittal</td>
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</table>

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror’s proposal:</td>
</tr>
<tr>
<td>Printed Name</td>
</tr>
<tr>
<td>Title</td>
</tr>
</tbody>
</table>

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR’S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR’S PROPOSAL
APPENDIX C
TECHNICAL QUESTIONNAIRE

General Offeror Information

Q1. Provide contact information for one person responsible for coordinating your responses during the entire process.
   a. Contact’s name
   b. Contact’s title
   c. Telephone
   d. Fax
   e. Email
   f. Street Address
   g. State
   h. Zip Code
   i. Country

Q2. Provide your company information
   a. Company Name
   b. Company Web-site address
   c. Number of Employees
   d. Number of Employees in Pennsylvania
   e. Parent Company Name (if any)
   f. Parent Company Web-site address

Company Financial Information

Q3. Provide your company’s financial information
   a. Describe your company’s financial stability and economic capability to perform the contract requirements. What are your company’s most recent total annual sales, and what portion of those sales were both pharmacy services and pharmaceuticals? Please provide most recent annual report, if available.

   b. Provide your company’s financial statements for the past three fiscal years. If your company is a publically traded company, please provide a link to your financial records on your company website; otherwise, provide three (3) years of your company’s financial documents such as audited financial statements or recent tax returns. Financial statements must include the company’s Balance Sheet, Income Statement, and Profit/Loss Statements. Also include Dun & Bradstreet comprehensive report if available.

   c. Does your company have any pending litigation? If so, please explain.

Service and Capabilities

Q4. Please list three contracts, in which you are the primary contractor, to which your company is presently under contract to provide pharmaceuticals and pharmacy services in a correctional setting. These contracts should represent accounts of similar size to the requirements of the Department of
Corrections (DOC). List the contract’s value and inmate population served. The list of similar contracts should include the name, title and phone number of a contact person who can be called by the Evaluation Committee. If your company has fewer than three such customers, please provide the information related to those customers that meet these criteria.

Q5. Explain how your company plans to manage the demands presented in this contract, which includes personnel, warehouse or storage capacity, production capacity, and financial capital. If growth is necessary, then a detailed expansion plan must be included. Include documentation of financial resources that will be available, if needed, to support start up and continuation of this contract.

Q6. Describe strategies that have been implemented in your correctional contracts within the last five years to minimize pharmaceutical and operational costs. Include the specific savings incurred due to the implementation of these strategies. List specific cost savings ideas that you would implement during this contract period and the estimated costs savings that will be incurred.

Q7. The DOC will not accept an error rate for filling medication orders of more than 0.05 percent for each month at each institution. Indicate what your company’s current error rates are for accounts of similar size to the Commonwealth. How do you measure error rate? Describe how your company will meet this requirement under the proposed contract.

Q8. Describe how your company will resolve problems with deliveries, order accuracy, and other areas of the contract. Include escalation procedures for problem resolution.

Q9. The selected Contractor must assign a lead pharmacist to be the central point of contact for this contract. The lead pharmacists’ duties are set forth in Part IV of the RFP. Provide the name, resume, current job description, and a detailed history of the proposed lead pharmacist’s experience in all the required activities for this contract.

Q10. Describe the customer service team that would be dedicated to the Commonwealth account, including the team structure and how approximately twenty-seven institutions will be able to contact your company for customer service. Include the number of executive and professional personnel, pharmacists, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the contract. For key personnel include the employee’s name and, through a resume or similar document, the individual’s education and experience. Indicate the responsibilities each individual will have in this contract and how long each has been with your company.

Q11. The selected Contractor will be the primary provider of the pharmaceuticals and pharmacy services to the DOC and will have current or past experience in serving populations in correctional settings. However, the vendor may utilize subcontracts in all other roles. If using subcontractors, identify by name any subcontractors, partners, and suppliers you intend to use and describe in detail the roles and responsibilities of each. Describe any proposed subcontracts’ experience and qualifications to perform the services. Offerors should note that no further substitution of subcontractors, partners, or suppliers can be made without written approval from both the Department of General Services and the DOC.

Q12. Provide information on all the training to be provided under this contract.
   a. Explain how your company will train staff at the twenty-seven institutions in utilizing this contract. Include the personnel to be trained, the number to be trained, duration of the program, place of the training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.
b. Include examples of patient education procedures, in English and Spanish.

**Prescription Fulfillment**

**Q13.** Describe your proposed processes for filling and delivering prescription medications from the time a prescription is received until the medication is delivered to the institution.

**Q14.** Medications must be packaged in a thirty day supply, except for smaller orders, releases and special situations. Explain in detail the multi-dose system used by your company for dispensing patient specific medications unless contraindicated by manufacturer. The blister card system is required; any other multi-dose system does must be approved by DOC. Provide a sample of your blister pack with your Technical Submittal.

**Q15.** All medications must be properly labeled in accordance with applicable Federal and State laws to include inmate name and number, medication name, route and times of administration and total number of doses or days of medication. In addition, the refill date, the discontinuation date and the expiration dates are to be displayed in a prominent position. Provide a sample of the labels that would be used for DOC prescriptions.

**Q16.** Medications distributed as stock must be distributed by a Pennsylvania Licensed Drug Wholesaler and Pedigree Papers compliant with federal Pedigree requirements shall be supplied with each medication. Offerors must demonstrate that they meet these requirements and have a process to provide the Pedigree Papers electronically. Offerors must also be duly licensed repackagers. All required licenses must be in effect at the time of proposal submittal. Copies of these licenses must be provided with the Technical Submittal.

**Q17.** Describe your processes and procedures for over-the-counter (OTC) medication administration and provide a detailed sample procedure. Provide a sample of the packaging to be used for OTC medications delivered under this contract.

**Q18.** As part of any awarded contract, the selected Contractor will be required to provide Post Exposure Prophylaxis (PEP) kits for each institution to include HIV prophylactic medications for significant exposures for staff. If the exposure requires the staff member to continue the medications, the selected Contractor will receive a prescription and the selected Contractor must deliver the medication the next business day to the staff member’s home address and bill the Pennsylvania Workers Compensation Program directly. Describe how your company will comply with this requirement.

**Prescription Delivery**

**Q19.** Prescriptions must be prepared off-site and delivered to the institutions six days per weeks, Monday through Saturday. Prescriptions must be delivered within 36 hours of a specified daily cut-off time six days per week, Sunday through Friday and within 60 hours for orders written on Saturdays and the day before an official state holiday. Medications must be delivered to each institution at a consistent time each day. Explain in detail how you will meet these delivery requirements. Provide the delivery methods for each institution and specific steps and staff you plan to use for each institution.

**Q20.** The selected Contractor must provide emergency and routine consultations regarding all phases of the institutional pharmacy operation. A pharmacist must be available on call for consultation 24/7. These consultations can be requested on site, or via tele or video conferencing. On site visits will be
approved by the SCI Corrections Health Care Administrator (CHCA). Provide a detailed plan as to how your company will meet this requirement including what staffing will be used.

Q21. Each institution requires a primary and back-up pharmacy technician as the primary point of contact for medical staff at the institution. Describe how this requirement will be met and how staffing will be distributed for the institutions.

Q22. The DOC requires a 100% order fill rate (orders delivered within contract timeframes without backorders). Indicate what your company’s current fill rates are for accounts of similar size to the DOC? How do you measure order fill rates? Describe how your company will meet this requirement.

Q23. The selected Contractor will be required to have a back-up pharmacy or a network of backup pharmacies to fill emergency prescriptions or back ordered medications. Emergency prescriptions must be filled and delivered within two-hours or in a manner acceptable by the ordering practitioner. Provide a list of the specific back-up pharmacy for each institution.

Q24. There must be a satisfactory plan for holiday and emergency deliveries. The plan will be approved by the DOC Bureau of Health Care Services. Stat orders must be filled within 2 hours by the vendor or back-up pharmacy or in a manner acceptable to the ordering practitioner. Provide a detailed plan of how emergency and holiday deliveries will be made and by whom for each institution.

Prescription Formulary

Q25. The selected Contractor must provide a drug formulary making available a sufficient cross section of medications to treat common medical and mental health disorders. Provide three formularies developed for correctional contracts of comparable size and scope of the DOC contract.

Q26. Explain in detail your suggested non-formulary medication approval procedure including a delivery time-frame.

Q27. The DOC Bureau of Health Care Services, in consultation with the selected Contractor, will develop a restricted formulary list of high priced medications. There must be a higher level of review for these specific medications which is more extensive than the routine non-formulary review process. Describe your existing processes and procedures for such review of restricted formulary medications and any modifications you would propose to meet the needs of the DOC.

Continuous Quality Improvement

Q28. Does your company have a formal continuous quality assurance program (CQI)? Describe with specific detail your current role in CQI activities for correctional contracts.

Q29. The selected Contractor must provide an oversight of the pharmacy operations with a minimum of quarterly visits to each institution by a registered pharmacist to review operations. Detail the number of pharmacists who will be providing oversight and the number of institutions each pharmacist will be responsible for providing services. Additionally, describe the activities that will be performed by the pharmacists as part of the quarterly visits. Provide a sample of any reports that will be generated as a result of the visits.

Q30. Explain in detail the Medication Error Review process you are using in current corrections contracts; include electronic tracking, reporting and trending of Dispensing and Administration Errors. Include the specific forms that will be completed at the institutions and detail how these forms will be
submitted to the pharmacy and how information will be tracked, reported and trended for corrective action.

Q31. Explain in detail your experience in correctional contracts in assisting institutions complete:

1. American Correctional Association (ACA) Adult Correctional Facility performance Based Health Care audits, including providing outcome measure data;

2. Detailed medication utilization data for DPW certification of Mental Health Units (MHU).

Return of Medication

Q32. Explain your procedures and timeframes for notifying the institutions and the Bureau of Health Care Services when medications and products are recalled, discontinued or unavailable. Provide examples for your notification procedures and the instructions provided to the institutions and the Bureau.

Q33. Provide your company’s procedure for return of unused medications and how monetary credits will be issued to the DOC for returned unused medication. Identify which medications (individually, by class or type) can be returned (including limitations on returns) and detail the credit process to the DOC. Explain in detail the repackaging process for returned medications. Explain the procedure for reimbursement for all medication returns in detail.

Reporting Requirements

Q34. Provide samples of the following accountability documents and reports used in current correctional contracts which would be used in the DOC contract:

a. Patient profile reports.

b. Patient allergy and drug interaction alert.

c. Monthly report of drug usage. This report will include:
   - All medications utilized (Formulary and Non-Formulary)
   - Number of scripts written
   - Total amount of the medication dispensed
   - Separate categories of data for both patient specific and stock medications
   - Total cost of all medication plus a breakdown of the costs for the following
     o HIV
     o Hepatitis C
     o Atypical Antipsychotic medication categories
   - Total cost of Over-the-Counter medications
   - Top 20 medications by quantity and cost
   - Top 10 psychotropic medications by quantity and cost
d. On-going narcotic-controlled substances inventory at each site.

e. Monthly psychotropic usage report per the BHCS monthly statistical reports.

f. Medical Administration Record (MAR) utilized at each site for medical charting. MAR’s should include a nurse signature area on the front of the MAR.

g. Report of all patient-specific medications delivered by institution for use in case of public health emergency and anticipated compromised of delivery capability.

h. Copies of quality improvement reports from other correctional contracts
i. Report and track and cost savings initiatives

Emergency Preparedness

Q35. To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

a. Describe how you anticipate such a crisis will impact your operations
b. Describe your emergency response continuity of operations plan. Submit a detailed plan that addresses the following aspects of pandemic preparedness:
   - Employee training (describe your organization’s training plan, and how frequently your plan will be shared with employees)
   - Identified essential business functions and key employees (within your organization) necessary to carry them out
   - Contingency plans for:
     o How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness
     o How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
     o How your organization will handle staffing issues if a significant portion, i.e. 40%, of key employees are incapacitated due to illness.
   - How your company will communicate with staff and other vendors when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including vendors) etc.
   - How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

c. Include any pandemic plans that were prepared for any of your contracts within the past four years.

Automation of Fulfillment of Prescriptions

Q36. DOC will continue to expand and refine their data collection for analysis, trending, and tracking purposes, which will enhance their health care delivery system. The selected Contractor will be required to participate and link to DOC’s automated systems. The selected Contractor may be required to provide additional statistical data as necessary. The selected Contractor will be responsible to provide data necessary to complete the monthly Health Services Monthly Statistical Report. Provide a sample of this report.

Q37. Explain and demonstrate your current automation practices in current corrections contracts; also include any future automation initiatives you plan to offer during this contract. Verify accessibility from multiple locations throughout the institutions as well as to the DOC Bureau of Health Care Services.

a. At the start of this contract, the selected Contractor must provide a daily download of all medications ordered for each inmate and this data must be compatible to be added into the medical providers scheduling tracking systems, currently to meet specifications of a Comma
Separated Value (CVS) file with quotation marks around data elements. Also at the start of this contract the selected Contractor must provide a system that nursing can scan orders and reorders in daily to accelerate the check-in process. How will your existing systems communicate and share data with DOC’s existing technology?

b. The system also provides a list of medications that were not received that day, but the institution should receive the next delivery day. Explain, document and demonstrate your capacity to perform this function.

c. Outline in detail: electronic ordering and confirmation, electronic MAR (Medication Administration Record), delivery reconciliation and inventory control.

d. It is recognized there may be the need to provide information technology (IT) systems integration between the selected Contractor’s IT systems and the DOC’s IT systems. Describe any integration requirements necessary to meet DOC business needs.

e. Explain all security features of your electronic ordering and confirmation systems.

f. Provide references from current corrections contracts who can document experience and satisfaction with your automation systems in use in their contract.
APPENDIX D
MEDICATION COST DETAIL WORKSHEET
AND
SERVICE FEE WORKSHEET
APPENDIX E
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, ______________________
[title] of ____________________________________
[name of Contractor] a ______________  [place of incorporation] corporation or other legal entity, (“Contractor”) located at [address], having a Social Security or Federal Identification Number of ________________________, do hereby certify and represent to the Commonwealth of Pennsylvania (“Commonwealth”) (Check one of the boxes below):

☐ All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

☐ ______________ percent (_____ %) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

____________________________________________
__________________________________________
_____________________________________________________________________________________

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the Pennsylvania Crimes Code, Title 18, of Pa. Consolidated Statutes.

Attest or Witness: ______________________
[Corporate or Legal Entity’s Name]

_________________________ ______________________
Signature/Date Signature/Date

_________________________ ______________________
Printed Name/Title Printed Name/Title
## Appendix F
### Inmate Population by Institution
As of December 17, 2009

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<tr>
<th>Institution</th>
<th>Gender</th>
<th>Number of Inmates</th>
<th>Specialize Inmate Programs</th>
<th>Specialized Medical Programs</th>
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<td>1,665</td>
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<td></td>
</tr>
<tr>
<td>Muncy</td>
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<td>Inmate Diagnostic and Classification</td>
<td>Mental Health Unit</td>
</tr>
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<td>1,708</td>
<td></td>
<td></td>
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<tr>
<td>Quehanna</td>
<td>Male/Female</td>
<td>407</td>
<td>Co-Ed Boot Camp</td>
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</tr>
<tr>
<td>Retreat</td>
<td>Male</td>
<td>1,133</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rockview</td>
<td>Male</td>
<td>2,241</td>
<td></td>
<td>Mental Health Unit</td>
</tr>
<tr>
<td>Smithfield</td>
<td>Male</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Somerset</td>
<td>Male</td>
<td>2,344</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waymart</td>
<td>Male</td>
<td>1,627</td>
<td></td>
<td>Forensic Treatment Unit; Personal Care</td>
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<tr>
<td><strong>Total Inmate Population</strong></td>
<td></td>
<td><strong>49,932</strong></td>
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</table>
APPENDIX G
MEDICATION ORDERS BY INSTITUTION
SEPTEMBER 2008 THROUGH AUGUST 2009
### Appendix G

**Medication Orders for All Department of Corrections Institutions**  
**September 2008 through August 2009**

<table>
<thead>
<tr>
<th>Institution</th>
<th>New Prescription Orders</th>
<th>Refill Prescription Orders</th>
<th>Total Prescription Orders</th>
<th>Stock Medication Orders</th>
<th>Over-the-Counter Medication Orders</th>
</tr>
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<tbody>
<tr>
<td>Albion</td>
<td>13,022</td>
<td>28,782</td>
<td>41,804</td>
<td>5,705</td>
<td>6,563</td>
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<td>Cambridge Springs</td>
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<td>25,597</td>
<td>44,750</td>
<td>8,123</td>
<td>8,777</td>
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<td>84,676</td>
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<td>21,183</td>
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<td>29,540</td>
<td>1,261</td>
<td>8,704</td>
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<td>22,157</td>
<td>35,579</td>
<td>3,602</td>
<td>8,710</td>
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<td>26,359</td>
<td>42,476</td>
<td>12,809</td>
<td>13,263</td>
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<td>48,654</td>
<td>3,925</td>
<td>11,572</td>
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<td>23,114</td>
<td>32,946</td>
<td>3,107</td>
<td>6,593</td>
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<td>24,872</td>
<td>35,743</td>
<td>4,940</td>
<td>10,947</td>
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<tr>
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<td>10,174</td>
<td>27,413</td>
<td>37,587</td>
<td>4,107</td>
<td>8,346</td>
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<td>24,706</td>
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<td>31,847</td>
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<td>9,771</td>
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<tr>
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<td>12,297</td>
<td>19,960</td>
<td>3,103</td>
<td>5,099</td>
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<td>4,131</td>
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<td>2,648</td>
<td>1,796</td>
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<td>15,962</td>
<td>23,518</td>
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<td>6,690</td>
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<td><strong>1,114,297</strong></td>
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<td><strong>278,156</strong></td>
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</tbody>
</table>