



Administered by  
**UNIVERSITY OF MAINE SYSTEM**  
Office of Strategic Procurement

<b>REQUEST FOR PROPOSALS (RFP)</b>
------------------------------------

**PREPACKAGED PHARMACEUTICAL SERVICE**  
**University of Southern Maine**

**RFP # 14-13**

ISSUE DATE:  
December 3, 2012

PROPOSALS MUST BE RECEIVED BY:  
January 9, 2013

DELIVER PROPOSALS TO:

University of Maine System  
Office of Strategic Procurement  
Attn: Hal Wells  
16 Central Street  
Bangor, ME 04401

## SECTION ONE

### 1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System acting through The University of Southern Maine (USM) is seeking proposals for the provision of prepackaged pharmaceutical service for USM's Health and Counseling Services.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected vendor.

- 1.2 Definition of Parties: The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope: Health and Counseling Services now provides limited on-site pharmacy services to students. We also write prescriptions for medications; provide over-the-counter medications for symptoms of upper respiratory infections, pain management and other minor illness as well as offer a range of vaccinations and injectables.

The University is a three campus school serving approximately 11,000 students. Health and Counseling Services currently offers health services at its Gorham location but may be opening another site at the Portland campus sometime in the future. The Gorham site is open during the academic year only. The third campus at Lewiston / Auburn does not have a clinic for health services. During school year 2011 - 2012, there were 1,549 students seen and 2,987 visits. Over that same period, we ordered approximately \$4,000 in medications. Attachment 1 shows the top diagnoses for the year. Attachment 2 is the proposed formulary, which was developed based on the past 3 years' experience of the most common pharmaceutical purchases.

- 1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to:

- Cost
- Contractor credentials
- Contractor support (for example, pharmacist telephone support)
- Dispensing system
- Administrative (record keeping) system
- Inventory and statistical reporting support
- Patient education materials / information sheets
- Minimum purchase requirements
- Space requirements
- Revenue potential
- Return policy
- Expiration dates on medications purchased (1 year or greater preferred)

- 1.5 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php). The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells  
Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, Maine 04401  
(207) 973-3302  
hcwells@maine.edu

- 1.6 Award of Proposal: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all bids/proposals/submissions, in whole or in part, and is not necessarily bound to accept the lowest cost bid/proposal/submission if that bid/proposal/submission is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.
- 1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.8 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.
- 1.9 The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.
- 1.10 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.11 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
- 1.12 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

- 1.13 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.14 Non-Responsive Proposals: The University will not consider non-responsive proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.15 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #14-13

- 1.16 Proposal Submission: A **SIGNED** original and four (4) copies of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by **Wednesday, January 9, 2013**, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder  
Address of Bidder  
Due Date  
RFP # 14-13

- 1.17 Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.

## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 Contract Administration: USM Health and Counseling Services, Lisa Belanger, Health Services Director, 207-780-5160, or her designee shall be the University's authorized representative in all matters pertaining to the administration of this contract.
- 2.2 Contract Documents: If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.3 Contract Modification and Amendment: The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 Contract Term: The Contract term shall be for a period of one (1) academic year commencing upon August 19, 2013. With mutual written agreement of the parties this contract may be extended for four (4) additional one-year periods.
- 2.5 Contract Data: The Contractor is required to provide the University with detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, dollar volume, items sold, services rendered, and commissions paid to the University.
- 2.6 Contract Validity: In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.7 Non-Waiver of Defaults: Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.8 Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within five (5) calendar days the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving two (2) months advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.9 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or

otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.

- 2.10 Clarification of Responsibilities: If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.
- 2.11 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.12 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.13 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.14 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.15 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advanced notice. Further information regarding this policy is available from the Office of Equity and Compliance, 222 Deering Avenue, Portland, ME, (207) 780-5510, Email: [darylmc@usm.maine.edu](mailto:darylmc@usm.maine.edu).
- 2.16 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

- 2.17 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Professional / Products Liability	\$2,000,000 or more
3. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
4. Workers Compensation (In Compliance with Applicable State Law)	Required for all personnel

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System  
16 Central Street  
Bangor, Maine 04401

- 2.18 Smoking Policy: The University of Southern Maine is a tobacco-free campus. This policy applies to faculty, staff, students, contractors, vendors and visitors. The use of tobacco and all smoking products is not permitted on any university-owned property, which includes but is not limited to, buildings, university grounds, parking areas, campus walkways, recreational and sporting facilities, and university or personally-owned, rented or leased vehicles.

Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco, including but not limited to chew, snuff, snus, electronic cigarettes, and all other nicotine delivery devices that are non-FDA approved as cessation products.

- 2.19 Gramm Leach Bliley (GLB) Act (Confidentiality of Information): The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.

- 2.20 Payments: Payment will be upon submittal of an invoice to the address shown on the Purchase Order by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.

## SECTION THREE

### 4.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

4.1 Business Profile: Provide a business profile and history of your company.

4.2 Submission items: Proposals must contain the following information:

- 4.2.1 Price schedules for medications and vaccines.
- 4.2.2 Describe pharmacy credentials.
- 4.2.3 Describe pharmacist support by phone (response time, days / hours available).
- 4.2.4 Describe dispensing system and its compliance with State and Federal laws.
- 4.2.5 Describe record keeping system and its compliance with State and Federal laws.
- 4.2.6 Describe assistance provided with inventory management and statistical reports regarding volume and prescribing practices.
- 4.2.7 Identify patient education materials and information sheets to be provided.
- 4.2.8 Define minimum purchase requirements compatible with current estimated volume.
- 4.2.9 Identify space requirements.
- 4.2.10 Identify any potential for revenue for USM.
- 4.2.11 Describe return policy.
- 4.2.12 Address the question of expiration dates on medications purchased by the University. The University prefers medications that have an expiration date of one year or greater.

4.3 Payment Method: Indicate your ability to accept electronic payments. (Section 2.20)

4.4 References: A list of three references is required to be submitted with your proposal. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one**. Provide company names with contact person, telephone number and email address.



SIGNATURE PAGE

COMPANY NAME: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Cell Phone)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Date)

## ATTACHMENT 1

### TOP TEN DIAGNOSES September 1, 2011 THROUGH May 11, 2012

1. Pharyngitis
2. Upper Respiratory Infection
3. Contraceptive Service
4. Elevated BP
5. STD Screening
6. Bronchitis
7. Health Advice/Counseling
8. Allergic rhinitis
9. Urinary Tract Infection
10. GYN Exam

## ATTACHMENT 2

### CURRENT FORMULARY

Medication	Dose	Directions	Number
Albuterol HFA	1-2 puffs	Q 4-6 hrs prn	1 MDI
Amoxicillin	500 mg	TID x 10 days	30
Azithromycin	250 mg	2 on day 1, 1 on days 2-5	1 dospak
Cephalexin	500 mg	QID x 7	28
Certirizine	10mg	One daily	30
Ciprofloxacin	500 mg	BID x 7 days	14
Doxycycline	100 mg	BID x 10 days	20
Fluconazole	150 mg	once	1
Fluocinonide cream	0.05%	Thinly BID – TID	15 gm
Fluticasone	50mcg	2spray q nostrl qd	16gm
Guaifenesin	100mg	5ml as directed	4oz
Levonorgestrel	0.75mg	1daily x 2days	1 kit
Metronizadole	500 mg	BID x 7 days	14
Nitrofurantoin	100 mg	BID x 7 days	14
PenVK	250 mg	QID x 10 days	40
Polymyxin-Trimeth. Opthal.	Soln	1gtt q3hrs	10ml
Prednisone	10 mg	As directed	20
Pseudoephedrine	30mg	2 tabs q4-6hrs	24
Ranitidine	75mg	1-2x/day	30
Reclipsen		Daily as directed	28
Sore Throat Lozenges	7.6% menthol	PRN	300
Terbinafine cream	1%	As directed	30gm
Trimeth Sulfa	DS	BID x 3 days	6
Trimeth Sulfa	DS	BID x 7 days	14
Trinessa		Daily as directed	28
MDI rigid spacer			